

EOI Form/ Sales Contract Form Agreement - Terms and Conditions

Please note, our terms and conditions are comprehensive and legally binding **once the first viewing is booked.**

This is to legally **protect you, the buyer and PHS** and **ensure smooth, stress free sales** where everyone is fully informed, fully paid and the right, long term home is found for the horse.

By signing the EOI Form and proceeding to view a horse/ pony, 'potential buyer' (the person who has filled in the Expression of Interest Form) understands, declares, agrees to and is bound by the following terms and conditions of the Contract and Waiver:

The potential buyer must be 18 years old or older.

General Conditions:

- Viewings and vet checks are welcome, on all horses.
- There is no charge for viewings, unless the viewing is conducted by a coach and then a lesson fee may be payable.
- All payments are made direct to the horse's owner.
- Once a horse has been paid for, the horse must be covered by the buyers insurance. All feed, agistment, veterinary costs and liability become the buyers responsibility.
- If the potential buyer attempts to conduct the purchase, independent of PHS, they will not be provided with any pre or post sale administration or support.

Information and Assessment of Suitability:

The potential viewer/ buyer declares that all information contained within the EOI form is correct and that the potential viewer/ buyer's circumstances are exactly as they have described them; so that the owner/seller can assess whether the horse may be suitable and whether they are comfortable with the potential buyer viewing or potentially buying their horse.

The final decision as to suitability and purchase is solely the responsibility of the buyer.

Performance Horse Sales AU/NZ (PHS) is not responsible for decisions made by the potential buyer or seller; that PHS is not liable for any misrepresentation or event that may lead to financial, property or physical loss to horse, sellers, buyers, viewers or purchasers.

Deposits:

- There is no charge or need to pay a deposit for the first viewing, unless a potential buyer wishes to 'hold' a horse and prevent a sale to someone else.
- A 10% deposit (or \$1000 - whichever is higher) must be paid to 'hold' the horse for a second viewing or vet check.
- Deposits are paid directly to the horse's current owner.

The point of a deposit:

- from a seller's point of view is to minimise time wasters, compensate for risk and time spent vet checking and to compensate for lost sales and/or delays to the selling process.
- from the potential buyer's point of view is to hold the horse, so that it is not 'sold from under' them especially if they have invested time and money to view the horse..

If a deposit was fully refundable, there would be no point to having one.

Deposits will be refunded if:

- the horse does not behave, as advertised, at the viewing;
- known issues are not disclosed; and/ or
- vet report/ x-rays is/are sent to the seller, stating that the horse is lame; 'not fit for purpose'; or considered a 'moderate' or 'high' risk for advertised purpose.

Timeliness of sale process:

To minimise time wasting and prevent lost sales opportunities, it is expected that the process of a sale is completed within 7 days - with a decision and full payment being made within 24 hours of potential buyers receiving the vet report - unless prior arrangements have been made.

Waiver

In signing the Agreement, the potential buyer agrees to and accepts the following Waiver conditions:

I, the undersigned, in consideration for being permitted to participate in any way in horse sport activities including entering the property, viewing, handling, riding, understand, acknowledge and accept that:

- Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable way
- There is a significant risk that serious injury or death may result from horse riding and associated activities and freely assume all such risks, even if arising from the negligence of Performance Horse Sales (PHS) and/or the horse's connections;
- I voluntarily participate at my own risk, and assume sole responsibility for any injury, death or property damage I may suffer;
- I understand and acknowledge the dangers associated with and agree to not consume alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption;
- I will follow the directions of the horses connections and understand that any misconduct or refusal by me to follow these directions can result in the cancellation of my participation and my immediate removal from the horses and or property no matter where that may occur;
- I understand that any such non-compliance may result in injury, death and or permanent disability and I agree to indemnify PHS and the horses connections against all claims made by any person as a result of my failure to comply;
- I agree to wear a helmet at all times whilst participating and agree that I am solely responsible for my actions;
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless and agree not to sue PHS and the horses connection, and if

applicable, owners and lessors of premises used to conduct the activities with any respect to and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of these parties or otherwise.