

## Conditions of sale

- 1. Entries** are restricted to Registered sheep from fully paid up members of the Dartmoor Sheep Breeders Association. Entry fees will be paid at the time of entry with no refunds, whether the sheep are offered for sale or not.
- 2. All entries** must comply with Statutory Procedures and be accompanied to and from the sale by all necessary Statutory documentation
- 3. All sheep** must comply with the ear tagging requirements of the Association and must also be identified in accordance with the current Statutory Regulations.
- 4. Sheep entered** with incorrect identification, with entry forms bearing incorrect or incomplete information or not accompanied by the appropriate fee will not be offered for sale.
- 5. Ewes that** have been running with a ram will not be accepted for sale except at a Flock Dispersal carried out under DSBA Conditions of Sale.
- 6. The highest** approved bidder shall be the purchaser and if a dispute arises between two or more bidders the lots disputed shall be put up again and resold at the discretion of the auctioneers, whose decision is final.
- 7. The amount** of each bid shall be regulated by the auctioneers.
- 8. All lots** shall be paid for together with a commission of 5% of the hammer price plus VAT at the standard rate to the auctioneers by the Vendor on the amount of the sale (excluding the amount specified in Rule 10 at the close of the sale on every animal that is sold at the saleyard whether at the fall of the hammer or subsequently. On the fall of the hammer the purchaser shall give his name and address and shall remove purchases not later than close of the market on the day of the sale.
- 9. The Auctioneer** having described the sheep to the best of his ability from the description given to him by the owners or their agents does not hold himself responsible for any inaccuracies.
- 10. In addition** to the hammer price and the Auctioneers commission, a premium of 5% (no VAT charged) of the hammer price will be paid by the Purchaser to the Auctioneers as a donation to the Dartmoor Sheep Breeders Association.
- 11. All stock** purchased shall be at the Purchaser's risk at the fall of the hammer subject to any variations to this rule that may be contained within the Auctioneers' Conditions of Sale exhibited at the Saleyard.
- 12. The minimum** hammer price for shearling rams will be 80gns and all other rams 50 guineas.
- 13. All prize winners** for which the owner is offered 80gns (shearling rams) and 50gns (all other sheep) shall be sold or the prizes won will be forfeited.
- 14. In the event** of shearling rams being offered and not sold for a minimum bid of 80gns or more and 50gns for all other rams, the owners will be charged 5% of the highest amount actually bid, such percentage to go to the Association as a donation (no VAT being charged).
- 15. Rams and** ewes will be sold according to warranties published and displayed in the market where the sale takes place.
- 16. All sheep** will be sold subject to an inspection. Inspectors will be appointed by the DSBA Council to conduct a physical, not veterinary, inspection of all sheep. It is the responsibility of the vendor to ensure that sheep presented for sale meet the requirements of the inspection, namely:
- 17. Sheep must** not be lame and must be free from signs of contagious or infectious diseases.
- 18. Sheep must** be of standard conformation and presented in good condition. Sheep must be sound of mouth. The biting surface of the incisor teeth should come into direct contact with the dental pad.

**19. Testicles should** be more or less the same size and should be the average size for the age of the ram. They should be fully descended into the scrotum and free from palpable lumps and swellings

**20. Ewes must** be correct in the mouth and udder.

**21. If faults are** found, the Vendor will be informed that the Auctioneer will declare the fault before the sheep is sold otherwise the sheep can be withdrawn from the sale. The Inspectors decision will be final.

**22. Prospective purchasers** must satisfy themselves that the sheep they buy are of the standard they require. Complaints under Condition 18, 19 and 20 must be made on the day of sale to the Auctioneer.

**23. The Association** does not accept responsibility for accidents to persons, animals or property at the sale.

**24. The sale will** be conducted under the auspices of the DSBA. Whilst every care is taken in compiling this catalogue, the Association does not accept responsibility for any errors which may occur. The sale will be strictly in catalogue order.

**25. Where conditions** of sale do not cover an issue due regard will be made to the Kivells Auctioneers Conditions of sale as displayed in the market and sale office.