

Buying a horse – advice for the buyer

When buying a horse it is advisable to have a purchase agreement drawn up by a lawyer to make sure you are protected should anything go wrong. The agreement can cost anything from £300-£500 but it is money well spent. Below, Equine Lawyer Jacqui Fulton has put together some advice for any potential purchasers.

Buying a horse is for many equine enthusiasts a substantial investment and so it is important that you thoroughly research the horse that you are going to buy and that you protect yourself legally.

It often takes many months to find the right horse and once the decision to buy has been made, usually after having the horse vetted, many purchasers hand over large amounts of money without anything in writing.

This is a very common situation and it is fine if nothing goes wrong; after all, a lot of purchasers try to keep in touch with the horse's previous owners to keep them up to date with their progress. However, when things go wrong, the purchaser has less rights of recourse in comparison to a purchaser who has a written contract of sale with the seller.

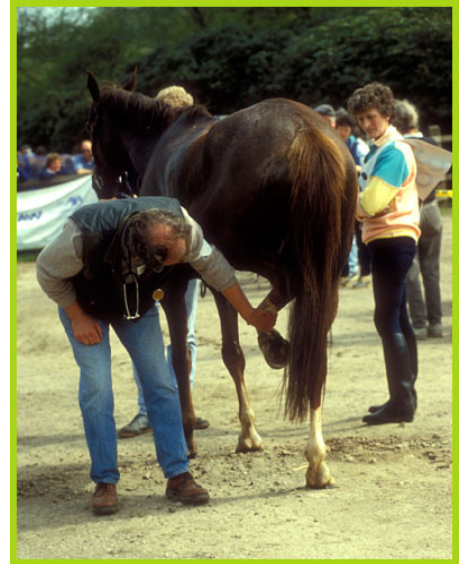
If your new horse turns out to be a different animal to the way he was described, the amount of research that you did before buying the horse, and whether you have a sale contract in place, will affect whether or not you have a legal right of recourse

Sale in the Course of Business

Section 14 of the Sale of Goods Act 1979 – www.johnantell.co.uk/SOGA1979.htm - (as amended) imposes implied terms of fitness for purpose and satisfactory quality where a horse has been sold in the course of business, in the same way as it applies to other retailers. It is important to note that for section 14 of the Sale of Goods Act to apply, the seller must be selling in the course of business and must not be a private seller. In the event of a dispute these statutory terms can be relied upon by the purchaser.

Private Sale

If the seller is selling privately, the purchaser cannot rely on section 14 of the Sale of Goods Act. In this situation the rule of caveat emptor (or 'buyer beware') applies and the purchaser must prove that the horse was not as described in



accordance with section 13 of the Sale of Goods Act and/or has been misrepresented to them by the seller, and that those representations were relied upon by the purchaser in deciding to buy the horse. Where the purchaser is unable to prove a breach of section 13 of the sale of Goods Act or misrepresentation there will be no comeback over undiscovered problems or vices unless the purchaser has an express agreement with the seller.

The agreement (in the form of a written contract) should provide the following:

- Names and addresses of the parties
- A detailed description of the horse being sold
- A declaration from the seller as to any vices/behavioural or temperament problems that the horse has
- Exactly when and how the purchaser will be allowed to return the horse for breach
- A time limit within which a complaint must be made or the animal returned

Top Tips for the Buyer

- Insist upon having a written purchase agreement, which should fully detail how the horse has been described to you.
- Always view a horse prior to purchase. It is almost impossible to assess whether a horse is suitable for you unless you have seen and tried it.
- If possible try the horse more than once. Go with an experienced friend or trainer. Do as much with the horse as you can. If you want him to jump then ask to jump the horse; if the horse is to hack, ask to hack him out alone and in company.
- Take a checklist of things to ask about the horse and make notes of what the seller says about the horse. Ask how the horse is in the stable, to catch, clip, shoe, hack alone and in company; ask if the horse has any vices or any previous behavioural problems (napping, rearing, bucking); ask if he has had any history of injury or illness and whether the seller is prepared to disclose the horse's veterinary history (a computer printout from the seller's vet and any other vet who may have treated the horse e.g. a specialist vet). If the seller is not prepared to disclose the veterinary printout you should ask yourself why they are not prepared to do so.
- Have the horse vetted and go to the vetting so that you can discuss the vet's findings as he goes along. Tell the vet what you are purchasing the horse to do and, if you are unable to attend, ask the vet to confirm how the horse behaved at the vetting.

It is important to remember that the above examples are not exhaustive and every situation is different. To ensure you have an agreement that suits you it important you have one drafted by a qualified lawyer. If you are a Petplan Equine customer Jacqui Fulton will draw up an agreement for the discounted price of £175 + VAT. To redeem this offer visit the Rewards Room.

