



**Welcome to the first in a series of helpful legal guides provided by our legal partners, Harrison Clark Rickerbys. Alison Goodwin heads up their equine department and has extensive knowledge as a horse rider, owner and competitor herself and she'll be preparing these guides regularly so let her know what topics you'd like to see covered in the future – enjoy!**

## **How to have peace of mind when buying a horse**

Numerous articles have been written on the legal aspects of buying and selling horses. I expect most of you have read them, absorbed the legal advice given, and know that in order to properly protect yourself when you are buying a horse you should get a specialist equine solicitor to draw you up an agreement of sale before proceeding with the purchase.

This rarely ever happens in practice and I often get called upon to deal with the ensuing litigation when matters go wrong. Most of us struggle to afford our expensive hobby and therefore spending even more money at the outset on the costs of the purchase mean that most of us do not consider obtaining a formal sale agreement as a priority. I have lost count of the times I get called by purchasers who have bought a horse from a private seller (rather than a dealer or business seller) only to get it home and discover it is not as the seller described; it bucks or is difficult to ride in some way or worse it is unsound. Often my advice is that they do not have a strong claim against the seller as the phrase 'caveat emptor' or let the buyer beware applies to private sales. Without exception their position would have been strengthened if they had obtained a sale agreement.

If you decide not to obtain an agreement of sale, there are some simple and practical steps you should follow when you are buying a horse or pony to ensure you're afforded some additional protection should things go wrong and you have not obtained a formal sale agreement:

- Always keep a copy of any advertisement placed for the horse for future reference.
- Make a note of all conversations you have with the seller about the horse, briefly noting down the date, time and what was said.
- Make a list of all the questions you want to ask the seller about the horse where the answer the seller gives you is critical to whether you would want to buy the horse or not. Questions such as whether it hacks on its own, whether it is safe and sensible in traffic, whether it is good to load, whether it has ever had anytime off due to injury etc. Insist that the seller writes down or emails their answers to each of the important questions and if they write their answers down get them to sign and date the document detailing their responses.
- If buying from a dealer enquire as to who actually owns the horse and ensure the dealer confirms that they have sufficient knowledge of the horse to give full and frank responses to your questions and the authority to give the answers on behalf of the owner.

- Check the passport corresponds with the history of the horse given to you. Check the ownership is correctly recorded and the dates of transfer to that owner tally with the facts given to you.
- Have a full pre-purchase veterinary examination, to include x-rays (for higher value horses) and ensure a blood sample is taken.
- Request a full print out of the horse's medical history from the seller's veterinary surgeon.
- Ensure you actually check the veterinary certificate from the examining vet before accepting it and paying the vet – check the vet accurately and thoroughly notes the type of work that you will require the horse to undertake.
- If the vet finds any issues during the vetting ask whether the vet advises any further investigations into whether the issue may preclude the horse carrying out the activities you want it to. If he does not then get this opinion confirmed by the vet in the vetting certificate. If you are unsure get a second opinion.
- Get a receipt for your purchase detailing the terms of the sale of the horse to you and ensure it refers to the list of questions you have asked the seller and the answers they gave and attach a copy to the receipt.
- If there is any delay between the vetting and taking delivery/collecting the horse, then get written confirmation from the seller that the horse has not suffered any injury between the vetting and you taking delivery of the horse.
- If you are buying the horse from abroad then speak to an equine specialist solicitor to assist you in preparing a contract for sale setting out the use for which the horse was sold, any vices the horse has, a time period in which any issue should be raised with the seller or the horse returned, and the jurisdiction that will deal with any dispute.
- Ensure the horse is fully insured from the date of purchase regardless of the date of collection/delivery.

However, it should be noted that nothing can replace the protection that a carefully prepared sale agreement can provide you when purchasing a horse. This is particularly important when buying from a private seller where the protection afforded by the Sale of Goods Act 1979 does not always apply. The cost of the agreement can be worth its weight in gold if the horse does not live up to the promises of the seller.



Please call or email me if you want to discuss any aspect of buying your horse in more detail. As a member of British Dressage you are entitled to a free half an hour of legal advice with us as part of your membership and discounted rates on standard documents, such as sale agreements.

Regards,

A handwritten signature in black ink that reads "Alison". The signature is written in a cursive, flowing style.

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