Stoneleigh Elite Equine Auction

Saturday 28th November 2026

Stoneleigh Park | Catalogue



Clee Tompkinson & Francis Auctioneers

THISTLEDOWN

Clee Tompkinson Francis

MartEye

Cover image: 1st Class Images

Catalogue price: £6 / £8 inc. p&p

CONDITIONS OF SALE

** PLEASE NOTE THERE WILL BE A 5% + VAT BUYERS PREMIUM ON TOP OF THE PURCHASE PRICE**

1. GENERAL
   The highest bidder shall be the buyer, subject to the right of the Auctioneers to refuse any bidding they may think proper. If any dispute arises as to the last or highest bidder the lot in dispute is to be put up again and re-sold, or finally settled by the Auctioneer.

2. No person shall retract bidding once made, and the Auctioneers shall regulate the bidding.

3. Each lot, until sold, shall be at the vendor's risk. From the fall of the hammer, the lot shall become the purchaser's risk, but in no case must they be removed from the premises until paid for. The purchaser will also be responsible for the welfare and penning of each lot once it has been sold.

4. The purchaser of each lot immediately upon the fall of the hammer give the Auctioneers his or her correct address, and if required to pay the purchase money of each lot, otherwise at the conclusion of the sale.

5. The Auctioneers shall have alien on each lot until actual payment.

6. No set off or reduction will, under any circumstances be allowed nor shall the Auctioneers be liable for any accident or default on part of either vendor or purchaser.

   Should any entry be omitted, the

7. Auctioneers reserve the right of offering the same among the lots entered.

8. Upon failure of compliance with these Conditions, the auctioneers may re-sell the lots or lot either by public auction or private contract and the deficiency (if any) with all the expenses shall be made good by the defaulter of this sale, who will have no claim upon the Auctioneers for any surplus which may arise from such resale.

9. The alleyways, exits and entrance to the ring must be kept clear at all times during the sale. Those areas pose a risk to members of the public and attention should be drawn to this fact.

10. At all times during the sale vendors and purchasers must adhere to the CODE OF PRACTICE of the Welfare of Horses, Ponies and Donkeys at Market sales and fairs.

11. No lot may be removed from the sale premises, unless paid for or unless accompanied by an official pass from the Auctioneers. Cheques will only be accepted from persons previously known to the Auctioneers, unless supported by a banker's reference.

12. Nothing in these conditions shall dis-entitle the owner or the Auctioneers as his agents from compelling a purchaser to pay the price of any lots purchased by them.

13. A passport must accompany the animal at the time of sale and this passport must be completed correctly and registered in the vendor's name, with all details

correct which relates to the animal being sold. Any purchaser must check the passport before removing the animal from the market and must notify the auctioneers on the day of the sale if there are any discrepancies.

14. Unless instructions are received previously to reserve, the Auctioneers may sell without reserve if they think fit.

15. All lots presented for sale shall pass through the sale ring unless permission has been previously received from the Auctioneers to withdraw any lot from the sale.

16. All animals offered for sale by the Auctioneers must be sound in wind, eyes, heart and action, unless expressly stated otherwise.

17. No mis-description of height, colour or pedigree of an animal which does not, in the opinion of the arbitrator appointed as herein after provides, substantially diminished the value of such an animal to the immediate purchaser, as no mis-description as to the age of any horse described as being over the age or eight years, shall dis-entitle any purchaser to make any claims for recession of the Contract of Sale or for the damages or compensation in respect of any breach there in.

18. It is the responsibility of the purchaser to ensure that they are satisfied with the condition of any lot before bidding.

19. A purchaser MUST notify the auctioneer's sales office at the time of payment that they wish for a veterinary examination to take place within 48 hours of the fall of the hammer.

(i) In the event that a purchaser fails to avail themselves of a veterinary examination within 48 hours of the fall of the hammer, the purchaser cannot thereafter make a complaint of matters, which would have been covered by a veterinary examination.

20. No claims will be entertained by any sub-purchaser, or by any purchaser who has parted with the possession or control of the lot, or lots brought by him in any manner otherwise than in further of the complaints procedure herein after set out.

21. Any details or description provided in the catalogue are stated by the vendor and owner. As agent we accept NO responsibility for these comments and will not be held liable in any way. All potential purchasers must satisfy themselves as to the accuracy of the statement before making purchasers.

COMPLAINTS AND DISPUTES

22. The Auctioneers may at their discretion with hold the benefit of the complaint procedure herein after set out from any purchaser in respect of any lot brought by him for which payment has not been made either to the Auctioneers of some responsible stake holder approved by them.

23. In the case of any complaint of physical unsoundness, such a complaint should be accompanied by a written certificate from a qualified veterinary surgeon confirming the complaint.

24. All warranties and description are

those of the vendors and not of the Auctioneer and are in no way guaranteed by the Auctioneers to be true.

25. Any vendor or purchaser in possession of any lot about which a dispute has arisen shall be responsible for delivering the same for inspection by the arbitrator appointed in accordance with these conditions (if so required by the Auctioneers) to the Auctioneers, and shall be responsible for the expenses of such delivery and /or inspection unless the arbitrator in his award shall other-wise adjudicate.

26. If the purchaser wishes to register a complaint concerning any mis-description or unsoundness of any animal, the complaint must be received by the Auctioneers within 48 hours of the sale time.

27. All vendors and purchasers as a condition respectively of the appointment of the Auctioneers by them and of the liberty to bid at Auctions conducted by the Auctioneers agrees:

(i) That in the event of any dispute arising between them regarding any lot sold by the Auctioneers in accordance with those conditions such a dispute will be submitted to the arbitrator, a qualified veterinary surgeon who shall be either:

(a) Chosen by the parties to dispute from a list of locally available veterinary surgeon complied by the Auctioneers if the parties can agree upon such an Arbitrator within 24 hours of the time when the dispute was first notified, to the party against whom the complaint shall be made, or in default of such an agreement.

(b) Chosen by the Auctioneers at their sole discretion; and

(ii) That they shall regard such Arbitrator's decision as final and bear the reasonable expenses of such Arbitration as such Arbitrator may adjudicate them to be borne.

28. British Safety Standard hard hats MUST be worn at all times by any person riding a Horse or Pony within the confines of the Sale site.

BIDDING ONLINE

29. Purchasers wishing to bid online will need to register their details with Marteye (www.marteye.ie) and place a £500 holding deposit with a card. This holding deposit will be held by Clee Tompkinson Francis and will be released within 7 working days of the sale date. This holding deposit cannot be used against any purchases. If you do not pay a deposit, you will be unable to bid and purchase online.

30. Registration for the deposit will open when the sale goes live on Marteye until 12pm on the day of the sale.

31. You will be required to re-register your card details and deposit for each sale.

32. Purchasers bidding online should have read in full our conditions of sale, by bidding online Clee Tompkinson Francis will understand that you have accepted these conditions.

33. By bidding online, you will have

entered into a binding contract and are liable for all bids made by said account.

34. Payment for online bidding and registration can be made by debit card.

35. Clee Tompkinson Francis reserves the right to reject or terminate an online bidding account without notice.

36. Bidding online is done so at your own risk. Clee Tompkinson Francis will not accept responsibility for any problems that may arise whether technical, Wi-Fi or internet speeds/ failure or otherwise.

37. Purchasers should ensure that they have familiarized themselves with all the information pertaining to the lot they are interested in and be satisfied with the information.

38. Once the 'Bid' button has been clicked, the bidder takes full responsibility and will be held liable for the full payment and collection of the lot if named as the winning bidder.

39. It will be at Clee Tompkinson Francis discretion as to the winning bid, whether in person and online.

IMPORTANT

The requirements of the above conditions are designed to ensure the safety of all persons on the premises and the welfare of animals at all times and must be strictly observed.

The auctioneers will not be liable for any injury or damage of any descriptions to any person failing to observe these requirements and such persons may be held liable for any such injury loss or damage sustained by any other person as a result of a failure to observe these requirements.

All lots become the responsibility of the purchaser at the fall of the hammer

All horses must be removed from their stable and the stable must be left clean and in good repair by 4pm on Saturday 28th November, failure to do so will result in a fine.

If overnight stabling is required for Saturday 28th November, this must be purchased by 3.30pm from the auctioneer's office at £60 per night, plus a £20 deposit.

Stables for the Saturday night are on a first-come, first-served basis, and the horses remain there at the risk of the owner. Stables purchased for the Saturday night must be vacated no later than 4pm on Sunday, 29th November, and left clean and in good repair; failure to do so will result in the forfeit of the £20 deposit already paid.

LIVESTOCK AUCTIONEERS ASSOCIATION CONDITIONS OF SALE

FOR ALL SALES OF LIVESTOCK AT LIVESTOCK AUCTION MARKETS

TAKEN FROM 'SCHEDULE 4 – HORSES & PONIES OF THE LAA CONDITIONS OF SALE

In this Schedule any reference to a "Horse" shall include a reference to any pony or foal.

49. **General**

49.1 No Horse is allowed in the Sale Premises unless it has been pre-entered for the sale and all entry fees (if applicable) have been paid in full ("the Entry Fee") to the Auctioneer and any Vendor or other person attempting to enter the Sale Premises with a Horse that is not entered or in respect of which the Entry Fee has not been paid shall be refused access to the Sale Premises even if he has another Horse entered in the sale.

49.2 Every Horse must be accompanied to the sale with a DEFRA approved current passport which must be handed in to the Auctioneer immediately on arrival at the Sales Premises. No Horse regardless of its age will be allowed onto the Sales Premises without a current passport.

49.3 It is the responsibility of the Vendor prior to any sale and the Purchaser after a sale to provide water and forage to the Horse whilst it is on the Sales Premises.

49.4 In the event that a Horse is registered with a breed society its breed registration certificate must also be lodged with the Auctioneer on arrival at the Sale Premises together with the current passport and if any such certificate is not provided to the Auctioneer the Horse shall be sold without the benefit of registration.

49.5 It is the responsibility of the Purchaser to register a Horse he has purchased with the appropriate breed society. In a case where the registration of a Horse has been applied for by a Vendor, he must lodge the acknowledgment card(s) with the Auctioneer and where a Horse is eligible for registration the Vendor must pass the appropriate application forms to the Auctioneer on arrival at the Sales Premises to be passed on to the Purchaser if the Horse is sold. If the Horse is not sold the paperwork will be returned to the Vendor.

49.6 A Vendor must supply a serviceable head collar with each Horse, and this will remain with the Horse after it has been sold. It is the responsibility of the Purchaser to supply a lead rope.

49.7 It is the responsibility of the Vendor to lead his Horse into the sale ring and not that of the Auctioneer.

49.8 A Horse born after 1 July 2009 must be fitted with a readable micro-chip which will be scanned on arrival at the Sales Premises and must match the details set out on

the current passport for the Horse before it will be accepted for the sale notwithstanding that it has been advertised in any catalogue for the sale.

49.10 Unless a Horse is to be offered for sale without warranty it must be free from vice, quiet in the stable, to catch, load and shoe unless otherwise declared. Latent defects such as crib biting, wind sucking, head shaking, sarcoids and sarcoid like lesions, un-nerving and it must also be stated that if a Horse has been fired, tubed or hobdayed unless it is to be sold without warranty.

Any complaints regarding Patent defects such as splints, curbs, sidebones and similar will not be entertained unless they cause the Horse to be lame. Sweet itch, being a condition, is not covered by the general warranty.

49.11 A Vendor must declare if a Horse is not eligible for the human food chain and that information must be clearly shown on its current passport.

49.12 For the avoidance of any doubt the provisions of Condition 6 relating to the Conduct of Sales applies to all sales of Horses as they do to all other livestock.

50 **Warranties**

50.1 *Soundness*

All Horses offered for sale by the Vendor must be sound in wind, eyes and action free from any medical conditions and healthy in every way. Any previous medical conditions must be stated even if resolved. In the event that any Horse is not so warranted it will be sold as seen.

An unbroken Horse can be warranted sound.

50.2 *Suitability*

In the case of any Horse that has a reserve placed on it of £300 or more or which sells for more than that sum the following suitability warranties must be given:

50.2.1 a Horse warranted as a Hunter must be quiet to ride in traffic, have been hunted and capable of being hunted;

50.2.2 a Horse warranted as a Hack must be quiet to ride and quiet in traffic and be capable of being ridden as a hack;

50.2.3 a Horse warranted as quiet to ride must be quiet to ride in traffic and be capable of being ridden;

50.2.4 a Horse warranted as quiet to drive must be quiet in traffic and be capable of being driven; and,

50.2.5 a Horse warranted as a Hunter, a Hack, quiet to ride or quiet to drive must be capable of being managed and ridden/driven by a reasonably experienced person of an age, size, weight and strength appropriate to the size of the Horse.

50.3 *Warranty period*

The Purchaser has until 12 noon on the Monday following the sale to contact the Auctioneer and notify

him that any warranty placed on the Horse he has purchased has not been complied with. In the case of an alleged breach of the warranty of soundness the Purchaser must supply a Veterinary Surgeon's Certificate to verify the alleged breach. In the case of unsuitability such notification must be accompanied by a detailed report from a Veterinary Surgeon as to why the Purchaser believes the Horse to be unsuitable.

50.4 *Additional issues relating to Warranties*

50.4.1 A Horse that is a wind-sucker, weaver or rig and one that has been tubed, unnerved or operated on for unsoundness of any kind must be so described.

50.4.2 A Horse that is a wind-sucker (i.e. habitually swallows air whether in association with grasping objects with incisor teeth or not) must be so described.

50.4.3 A crib-biter need only be described if the crib-biting is associated with wind-sucking.

50.4.4 Any thoroughbred Horse that is on the forfeit list with Weatherby's/The Jockey Club or that has run at an unrecognized race meeting must be so described.

50.4.5 Any Horse that is in foal or believed to be in foal at the time of sale must be so described and if not so described and is subsequently found to be in foal within 56 days of the date of the sale then it is returnable to the Vendor at the Purchaser's discretion.

For the avoidance of doubt the general description of each Horse and details of age, height and colour do not constitute a warranty but the details of the age of the Horse must correspond with the details given on the current passport or breed society registration certificate applicable to the Horse.

51. **Horses sold without warranty – 'Sold as Seen'.**

If a Horse is to be sold without any of the warranties set out above it must be stated on the entry form for the sale that this Horse is sold as seen. In this case the Purchaser has no recourse against the Vendor under any of the above warranties.

52. **Disputes**

52.1 Only a warranty of soundness or suitability can be disputed.

52.2 No dispute will be entertained by the Auctioneer until the Purchaser has paid for the Horse that is the subject of the dispute.

52.3 Any such dispute must be notified to the Auctioneer within the time scale set out in Condition 50.3.

52.4 If the complaint is upheld by the Auctioneer the Horse shall be returned to the Vendor at the Purchaser's expense within 48 hours of the Auctioneer's decision.

52.5 If a Vendor and Purchaser do not agree with the Auctioneer's decision the dispute shall be submitted to the arbitration of either a suitably qualified Veterinary Surgeon (in the case of a complaint of unsoundness) or a suitably qualified person (in the case of a complaint of unsuitability). At the Auctioneer's sole discretion, the person appointed will be an arbitrator.

52.6 Unless the procedure set out in Condition 52.5 is followed the Purchaser will be required to keep the Horse with all the alleged faults and will have no claim for damages or otherwise against the Vendor or the Auctioneer in respect of the Horse. In the event of the appointment of an arbitrator his decision shall be final and binding on both parties and the costs of the arbitration and any other associated costs shall be determined by the arbitrator and set out in his award.

52.7 If the decision of the Auctioneer or the arbitrator (as the case may be) is in favour of the Purchaser the sale of the Horse shall be annulled and the Purchaser shall be able to return the Horse to the Vendor and receive back the purchase price (without interest) but will not be entitled to the payment of any expenses incurred in the return of the Horse or in connection with the sale to him. The party against whom any decision/award is made shall be responsible for paying all the expenses reasonably incurred by the Auctioneer or the arbitrator (as the case may be) in connection with the dispute including (but without prejudice to the generality of this sub clause) the costs associated with any examination or inquiry and the fees of any person or persons appointed by the Auctioneer to decide on the dispute or to make any enquiry or examination (as the case may be).

Stoneleigh Elite Equine Auction

MartEye

IMPORTANT

For those who can not make the Stoneleigh Elite Equine Auction and would like to to bid online, we have a profile purely for Equine Sales which will be available on MartEye a few days before the sale.

Please get in touch below if any help is needed prior to the sale.

Thank You

OFFICIAL AUCTIONEERS

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