

Buying and selling horses

Your legal rights will depend on whether you bought your horse from a private seller or someone selling in the course of a business, for example a dealer or breeder.

If you have bought your horse from a dealer the law implies terms into the contract that the horse is of satisfactory quality and fit for the purpose for which it was bought. If the horse is not of satisfactory quality or fit for the purpose you can reject the horse and claim your money back.

If you want to claim against a dealer for breach of contract, be aware that you will not be able to reject your horse if the dealer pointed out certain defects with the horse, for example if he told you that the horse was bad to load you could not later reject him on that basis.

The practicalities of making a claim; although on paper you should be able to reject the horse and claim a full refund, it may be difficult to prove that the dealer said the horse was 100% in traffic, if you have no written contract to that effect. Also even if you have communicated your rejection of the horse to the dealer even if they will not take the horse back you must still ensure the horse is looked after. You should be able to claim the expenses of looking after the horse if your claim.

It is vital that whether you are selling or buying a horse there is a written agreement containing the terms of the agreement. If you have pointed out to a buyer that the horse can buck when you first get on him, write this into the agreement. The seller and buyer should sign the agreement and both keep a copy.

As a buyer always view the horse, NEVER buy a horse unseen.

Always keep a copy of the advertisement as this can be useful if there is a disagreement in the future.

If the purchase is conditional on a veterinary examination, tell the seller and write this into the agreement.

As a seller make sure you draw the purchaser's attention to all known vices/ behavioural problems.

Buying from a private seller you have limited legal rights as there are no implied terms. Therefore it is very important you satisfy yourself that the horse is suitable before you buy it. You will have a claim if you rely on a representation made by a private seller that later turns out to be untrue. Such representations can be made innocently, negligently or fraudulently depending on the circumstances of the sale. You may be able to rescind the contract and claim to be put back to the position you were in before you bought the horse.

Whether buying privately or from a dealer if things go wrong and you end up with a horse you don't want, putting your legal right into practice can be costly and stressful. So before you buy a horse be 110% sure that the horse is suitable before you part with your cash.

Contact

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