

Tattersalls ONLINE Ascot Online Sale 2020

Select Horses In Training Preceding Royal Ascot

ONLINE AUCTION SCHEDULE

Saturday 13 June **Bidding Opens** at 12.00 p.m. (noon) BST

Monday 15 June **Bidding Closes** at 12.00 p.m. (noon) BST

The Minimum Selling Price at this Sale is £5,000

The auction of the first Lot in the Catalogue will conclude at 12.00 p.m. BST on the second day after commencement of the Sale with each subsequent Lot concluding every 2 minutes thereafter, subject to the Extra Time Rule. If a bid is made on a Lot within 5 minutes of the Original Closing Time the auction of the Lot will continue until a period of a full 5 minutes has elapsed without a bid being made on the Lot.

The Online Conditions of Sale and Online Auction Terms can be found
at the end of the catalogue

Europe's Leading Bloodstock Auctioneers

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Tattersalls ONLINE

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historic values**



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- Lot 1** **STAR OF EMARAATY (IRE)** 2018 Ch.F.
By Pride of Dubai (AUS) Ex La Grande Elisa (IRE)
consigned by Hambleton Lodge Stables (K. Ryan)
- Lot 2** **Tantastic (GB)** 2018 B.C.
By Mayson (GB) Ex Love Island (GB)
consigned by Spring Cottage Stables (B. Ellison)
- Lot 3** **MUKER (IRE)** 2018 Ch.C.
By Mehmas (IRE) Ex Naias (IRE)
consigned by Well Close Farm Stables (P. Makin)
- Lot 4** **IGOTATEXT (IRE)** 2018 B.C.
By Ajaya (GB) Ex Tifawt (GB)
consigned by Saxon Gate (A. Watson)
- Lot 5** **WEST END GIRL (GB)** 2017 B.F.
By Golden Horn (GB) Ex Free Rein (GB)
consigned by Kingsley Park

Notices to Purchasers

This catalogue is subject to the Tattersalls Ascot Online Auction Terms & Online Conditions of Sale shown after the Lots Listed.

- (14–15) Notice to Purchasers
- (16–27) Online Conditions of Sale
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"Tattersalls accept no liability for any loss, howsoever caused, resulting from any errors or omissions contained in the Catalogue."

Tattersalls is the trading name of Tattersalls Limited
(company number 791113)

1

STAR OF EMARAATY

Placed 2nd on her only start to-date in 6F Fillies' Novice Stakes at Haydock on 7 June.

[Link to Videos](#)



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TATTERSALLS ASCOT ONLINE SALE

HORSE IN TRAINING, consigned by Hambleton Lodge Stables (K. Ryan)

1 (½ VAT)

STAR OF EMARAATY (IRE)
(2018)
A Chesnut Filly

{	Pride of Dubai (AUS)	{	Street Cry (IRE)	{	Machiavellian (USA)	
		{	Al Anood (AUS)	{	Helen Street	
	{	La Grande Elisa (IRE) (2008)	{	Ad Valorem (USA)	{	Danehill (USA)
			{	Looking Back (IRE)	{	Eljazzi
				{	Danzig (USA)	
				{	Classy Women (USA)	
				{	Stravinsky (USA)	
				{	Mustique Dream (GB)	

E.B.F. Nominated.

STAR OF EMARAATY (IRE): placed once at 2 years, 2020 viz second in Fillies' Novices Stakes (Class 5), Haydock Park, her only start to date.

FLAT 1 start 1 place £1,232

LAST THREE STARTS (prior to compilation)

07/06/20 2/7 Class 5 (WFA Novice) Haydock Park 6f £1,232

1st Dam

LA GRANDE ELISA (IRE), ran in Italy at 3 years; dam of **one winner** from 4 runners and 4 foals of racing age viz- **LEESHAAN (IRE)** (2015 g. by Bated Breath (GB)), won 1 race at 2 years and £11,147 and placed 8 times.

Star of Emaraaty (IRE) (2018 f. by Pride of Dubai (AUS)), see above.

Pop The Confetti (IRE) (2017 f. by Acclamation (GB)), ran once at 3 years, 2020.

2nd Dam

Looking Back (IRE), won 2 races at 2 and 3 years in Italy and £36,529 and placed 8 times including second in Premio Gino Mantovani, Milan, **L.**;

dam of **six winners** from 9 runners and 12 foals of racing age including-

RIP VAN WINKLE (IRE) (c. by Galileo (IRE)), Champion 3yr old miler in Europe in 2009, Champion older horse in Europe in 2010 (9.5-10.5f.), won 5 races at 2 to 4 years and £1,201,333 including Juddmonte International Stakes, York, **Gr.1**, Sony Queen Elizabeth II Stakes, Ascot, **Gr.1**, BGC Sussex Stakes, Goodwood, **Gr.1** and Tyros Stakes, Leopardstown, **Gr.3**, placed 6 times including second in Coral Eclipse Stakes, Sandown Park, **Gr.1**, Tatts Millions Irish Champion Stakes, Leopardstown, **Gr.1**, Sony Queen Elizabeth II Stakes, Ascot, **Gr.1** and Sussex Stakes, Goodwood, **Gr.1**; sire.

LE VIE INFINITE (IRE) (c. by Le Vie Dei Colori (GB)), won 7 races in Italy and £128,779 including Premio del Piazzale, Milan, **Gr.3** and Premio Tullio Righetti-Shadwell, Rome, **L.**, placed 13 times including third in Premio Citta' di Napoli, Naples, **L.**; sire.

A **STAR IS BORN (IRE)**, won 1 race at 3 years and placed 3 times; dam of a winner.

FLEET REVIEW (USA), 3 races at 2 and 3 years and £162,393 including Dubai Duty Frees Dash Belgrave Stakes, Curragh, **L.**, placed 5 times including second in Middle Park Stakes, Newmarket, **Gr.1**, Goffs Lacken Stakes, Naas, **Gr.3**, third in Darley July Cup Stakes, Newmarket, **Gr.1** and Committed Stakes, Navan, **L.**

3rd Dam

MUSTIQUE DREAM (GB), won 2 races at 3 years and placed 5 times; dam of **three winners** from 7 runners and 8 foals of racing age including- **Looking Back (IRE)**, see above.

4th dam

JAMAICAN PUNCH (IRE): ran twice at 3 years;

dam of **seven winners** including-

COCODY (IRE), won 3 races at 2 and 3 years in France and £41,152.

The next dam **HOUSE TIE**: won 1 race at 3 years;

dam of **six winners** including-

TEA HOUSE, won 4 races at 2 and 3 years and £16,320 including Cornelscourt S., Leopardstown, **L.**, fourth in Prix Chloe, Evry, **Gr.3**; dam of winners.

DANISH (IRE), 6 races at home, in France and in U.S.A. and £367,329 including Queen Elizabeth II Challenge Cup S., Keeneland, **Gr.1**; grandam of **AFRICAN STORY (GB)**, Jt Champion older horse in Europe in 2014, 8 races in France and in U.A.E. and £4,819,583 including Emirates Airline Dubai World Cup, Meydan, **Gr.1**.

Ittisaal, placed 4 times at 2 and 3 years; grandam of **KINGSBARN (IRE)**, 2 races at 2 years and £278,924 including Racing Post Trophy, Doncaster, **Gr.1**; sire; third dam of **KAMEKO (USA)**, 3 races at 2 and 3 years, 2020 and £299,612 including Vertem Futurity Trophy S., Newcastle, **Gr.1** and 2000 Guineas, Newmarket, **Gr.1**.

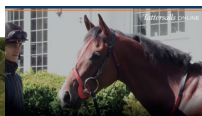


2

TANTASTIC

Placed 2nd on his only start to-date in 5F Novice Stakes at Newcastle on 6 June

[Link to Videos](#)



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TATTERSALLS ASCOT ONLINE SALE

HORSE IN TRAINING, consigned by Spring Cottage Stables (B. Ellison)

2 (WITH VAT) TANTASTIC (GB) (2018) A Bay Colt (first foal)	{ Mayson (GB) { Love Island (GB) (2009)	{ Invincible Spirit (IRE) { Mayleaf (GB) { Acclamation (GB) { Sally Traffic (GB)	{ Green Desert (USA) { Rafha { Pivotal (GB) { Bayleaf (GB) { Royal Applause (GB) { Princess Athena { River Falls (GB) { Yankeedoodledancer (GB)
			E.B.F. Nominated.

TANTASTIC (GB): placed once at 2 years, 2020 viz second in Novice Stakes (Class 5), Newcastle.

FLAT 1 start 1 place £1,232

LAST THREE STARTS (prior to compilation)

06/06/20 2/8 Class 5 (WFA AWT Novice) Newcastle 5f £1,232

1st Dam

LOVE ISLAND (GB), won 7 races and £81,764 and placed 25 times;

dam of 1 runner from 1 foal of racing age viz-

Tantastic (GB) (2018 c. by Mayson (GB)), see above.

She also has a 2019 colt by Spill The Beans (AUS).

2nd Dam

SALLY TRAFFIC (GB), won 1 race at 3 years and placed 5 times;

dam of **three winners** from 4 runners and 4 foals of racing age viz-

LOVE ISLAND (GB), see above.

DESERT FALLS (GB), won 2 races at 2 years and £21,222 and placed 16 times.

RIO SANDS (GB), won 2 races at 3 and 4 years and £14,358 and placed 15 times.

3rd Dam

YANKEEDOODLEDANCER (GB), ran a few times at 3 years;

dam of **four winners** from 5 runners and 7 foals of racing age viz-

VICIOUS DANCER (GB), won 3 races at 2 and 3 years including Harry Rosebery Stakes,

Ayr, L., placed once.

COLONEL'S PRIDE (GB), won 4 races abroad.

SALLY TRAFFIC (GB), see above.

MEGAS ALEXANDROS (GB), won 1 race at 3 years abroad.

4th Dam

Baltimore Belle, won 3 races at 2 and 3 years at home and in France, placed third in Waterford Candelabra Stakes, Goodwood, Gr.3 and Prix des Chenettes, Deauville, L.;

dam of **two winners** from 7 runners and 9 foals of racing age including-

Kentucky Belle, placed twice at 3 years; dam of winners.

TAIKI JET (IRE), 5 races in Japan.

The next dam WICHURAIANA: placed twice at 3 years; dam of **7 winners** inc.:

WOLLOW: Champion 2yr old in England in 1975, **9 wins** at 2 and 3 years and £200,790

inc. Benson & Hedges Gold Cup, York, Gr.1, William Hill Dewhurst S., Newmarket,

Gr.1, Joe Coral Eclipse S., Sandown Park, Gr.1, Sussex S., Goodwood, Gr.1, 2000

Guineas S., Newmarket, Gr.1, Laurent Perrier Champagne S., Doncaster, Gr.2 and

Clerical Medical Greenham S., Newbury, Gr.3; sire.

Baltimore Belle: see above.

Pearl Rian: unraced; dam of-

Oshima Riana (JPN): ran on the flat in Japan; dam of **MACHIKANEWARAUKADO**

(JPN): won Tokai Kikuka Sho, Nagoya, L., Tokai TV Hai Tokai Winter S., Chukyo,

L., Hakusan Daishoten, Kanazawa, L., 2nd Musashino S., Tokyo, L. and 3rd Diolite

Kinen, Funabashi, L., **GREEN MOLLY (JPN)**: won Niigata Sansai S., Niigata, L.

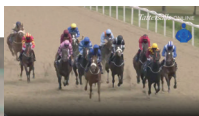
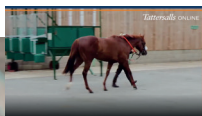
and 3rd Tanabata Sho, Niigata, L.

3

MUKER

Winner of his only start to-date 5F Maiden Stakes at Newcastle on 2 June.

[Link to Videos](#)



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TATTERSALLS ASCOT ONLINE SALE

*HORSE IN TRAINING, consigned by Well Close Farm Stables (P. Makin)
The Property of SYPS (UK) Ltd.*

3 (WITH VAT)

MUKER (IRE)
(2018)
A Chesnut Colt

{	Mehmas (IRE)	{	Acclamation (GB)	{	Royal Applause (GB)
			Lucina (GB)		Princess Athena
{	Naias (IRE) (2005)	{	Namid (GB)	{	Machiavellian (USA)
			Sovereign Grace (IRE)		Lunda (IRE)
					Gay Nocturne

E.B.F. Nominated.

MUKER (IRE): won 1 race at 2 years, 2020 viz Maiden Stakes (Class 5), Newcastle, his only start to date.

FLAT 1 start 1 win £4,140

LAST THREE STARTS (prior to compilation)

02/06/20 1/12 Class 5 (WFA AWT Maiden) Newcastle 5f £4,140

1st Dam

NAIAS (IRE), placed once at 3 years;

dam of **four winners** from 5 runners and 6 living foals of racing age viz-

SALVADANAIO (IRE) (2010 c. by Red Clubs (IRE)), won 7 races in Italy and £21,360 and placed 14 times.

ZENA LADY (IRE) (2014 f. by Zebedee (GB)), won 6 races at 3 and 4 years in Italy and £58,590 and placed 8 times.

LADY MEGA (IRE) (2011 f. by Kodiak (GB)), won 5 races at 2, 3 and 5 years and £49,768 and placed 7 times.

MUKER (IRE) (2018 c. by Mehmas (IRE)), see above.

She also has a 2019 colt by Cotai Glory (GB).

2nd Dam

Sovereign Grace (IRE), won 1 race at 3 years and placed twice including second in Tipperary Sprint, Tipperary, **L.**;

dam of **six winners** from 10 runners and 12 foals of racing age including-

SNAEFELL (IRE) (g. by Danehill Dancer (IRE)), won 8 races at 2 to 6 years and £299,652 including P. P. O'Leary Mem.Phoenix Sprint Stakes, Leopardstown, **Gr.3** (twice), Renaissance Stakes, Curragh, **Gr.3**, Bud Light Stakes, Curragh, **L.** and Woodlands Stakes, Naas, **L.**, placed 20 times including second in Greenlands Stakes, Curragh, **Gr.3**, Sapphire Stakes, Curragh, **Gr.3**, Waterford Testimonial Stakes, Curragh, **L.**, Belgrave Stakes, Fairyhouse, **L.**, Abergwaun Stakes, Tipperary, **L.**, third in Greenlands Stakes, Curragh, **Gr.3**, Renaissance Stakes, Curragh, **Gr.3**.

DAGANYA (IRE) (f. by Danehill Dancer (IRE)), won 2 races at 2 and 3 years and £69,756 including EBF Sweet Mimosa Stakes, Leopardstown, **L.**, placed 4 times including second in Big Shuffle Flying Five, Curragh, **Gr.2**, Vodafone Silver Flash Stakes, Leopardstown, **L.** and third in Go And Go Round Tower Stakes, Curragh, **L.**; dam of winners.

DEGRAVES (IRE), 2 races at 2 years, 2019 and £41,956 including Tote Eyrefield Stakes, Leopardstown, **Gr.3**, placed twice, all his starts.

Steele Grace (IRE), placed twice at 2 and 3 years; dam of **VAHSI KIZ (TUR)**, won 1 Inonu Fillies Stakes, Velliefendi, **L.**

Henry Hall (IRE) (g. by Common Grounds), won 10 races and £139,831 and placed 43 times including second in Field Marshal Stakes, Haydock Park, **L.**

HEMARIS (IRE), won 2 races at 2 and 3 years and placed 3 times; dam of a winner.

SOCRU (IRE), 1 race at 3 years, 2019 and placed 6 times.

Simply Topping (IRE), placed 3 times at 3 years; dam of winners.

LORD RAPSCALLION (IRE), 3 races at 2 and 3 years, 2019 and £36,604.

3rd Dam

GAY NOCTURNE, ran twice at 2 years;

dam of **ten winners** from 10 runners and 12 foals of racing age including-

Vivo (IRE), won 4 races at 2 and 4 years and placed 4 times including second in Ardilaun House Hotel Oyster Stakes, Galway, **L.** and third in Blandford Stakes, Curragh, **Gr.2**; also won 3 races over hurdles.

ANDANTE (IRE), won 1 race at 3 years; also won 3 races over hurdles; dam of a winner.

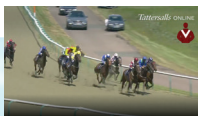
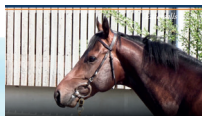
Annahala (IRE), ran twice at 3 and 4 years; dam of **KOHALA (IRE)**, 6 races at 2 to 4 years at home and in Qatar including Bathwick Tyres St Hugh's Stakes, Newbury, **L.**

4

IGOTATEXT

Winner of his only start to-date 6F Maiden Auction Stakes at Lingfield on 5 June.

[Link to Videos](#)



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TATTERSALLS ASCOT ONLINE SALE

HORSE IN TRAINING, consigned by Saxon Gate (A. Watson)

4 (NON VAT)

IGOTATEX (IRE)
(2018)
A Bay Colt

Ajaya (GB)

Tifawt (GB)
(2013)

{ { { {	Invincible Spirit (IRE)	Green Desert (USA)
	Rafha	Hennessy (USA)
Nessina (USA)	Didina (GB)	
High Chaparral (IRE)	Sadler's Wells (USA)	
{ {	Kasora (IRE)	
	Kodiac (GB)	
Native Picture (IRE)	Native Force (IRE)	

E.B.F. Nominated.

IGOTATEX (IRE): **won** 1 race at 2 years, 2020 viz Maiden Auction Stakes (Class 5), Lingfield, his only start to date.

FLAT	1 start	1 win	£3,493
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LAST THREE STARTS (prior to compilation)

05/06/20	1/11 Class 5 (WFA AWT Maiden)	Lingfield Park	6f 1y	£3,493
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1st Dam

TIFAWT (GB), ran once at 2 years; dam of **one winner** from 1 runner and 2 foals of racing age viz-
IGOTATEX (IRE) (2018 c. by Ajaya (GB)), see above.
Sayif Shadad (GB) (2017 c. by Sayif (IRE)), unraced to date.
She also has a 2019 filly by Fast Company (IRE).

2nd Dam

NATIVE PICTURE (IRE), **won** 2 races at 2 and 3 years and placed once; dam of 2 runners from 5 foals of racing age-
Tifawt (GB), see above.

3rd Dam

NATIVE FORCE (IRE), **won** 1 race at 3 years; dam of **four winners** from 7 runners and 12 foals of racing age including-

KINGSGATE NATIVE (IRE), won 8 races including Golden Jubilee Stakes, Ascot, **Gr.1**, Coolmore Nunthorpe Stakes, York, **Gr.1**, Temple Stakes, Haydock Park, **Gr.2** (twice), King George Stakes, Goodwood, **Gr.3** and Achilles Stakes, Haydock Park, **L.**, placed second in P.de l'Abbaye de Longchamp, Longchamp, **Gr.1**, Temple Stakes, Haydock Park, **Gr.2**, Molecomb Stakes, Goodwood, **Gr.3**, Palace House Stakes, Newmarket, **Gr.3** (twice), The Coral Charge Sprint Stakes, Sandown Park, **Gr.3** (twice), Dubai International Airport World Trophy, Newbury, **Gr.3**, third in Coolmore Nunthorpe Stakes, Newmarket, **Gr.1**, Diadem Stakes, Ascot, **Gr.2**, Temple Stakes, Haydock Park, **Gr.2**.

Vanishing Grey (IRE), won 3 races at 2 and 4 years at home and in U.S.A., placed second in Jazzy Stakes, Belmont Park; dam of a winner.

FIRST CONTACT (IRE), 4 races at 3 years at home and in France including Prix Millikom, La Teste De Buch, **L.**, placed second in EBF Stallions Guisborough Stakes, Redcar, **L.**, Prix de Tourgeville, Deauville, **L.**, third in Jebel Hatta, Meydan, **Gr.1**, Al Tayer Zabeel Mile, Meydan, **Gr.2** and Prix Daphnis, Deauville, **Gr.3**.

Samaah (IRE), unraced; dam of winners.

Huraiz (IRE), 2 races at 2 years, 2019 and placed twice including third in Sun Racing Sirenia Stakes, Kempton Park, **Gr.3**, from only 5 starts.

HASSAAD (GB), 2 races at 3 and 4 years, 2020 and placed 6 times.

4th dam

LA PELLEGRINA (IRE): placed once at 3 years;

dam of **three winners** including-

Su Lillu (ITY): **9 wins** at 2 to 5 years in Italy and £37,963 and placed 29 times.

The next dam **SPANISH HABIT**: unraced;

dam of **five winners** including-

LAS MENINAS (IRE): **2 wins** at 2 and 3 years and £190,736, Madagans 1000 Guineas, Newmarket, **Gr.1** and ACC Bank Silver Flash EBF S., Leopardstown, **L.**, placed 2nd Airlie Coolmore Irish 1000 Guineas, Curragh, **Gr.1**; dam of winners.

Schleflora (GB): **6 wins** at 3 to 6 years in Sweden; dam of winners.

SHEER VIKING (IRE): **3 wins** at home and in Singapore and £92,630 inc. Polypipe PLC Flying Childers S., Doncaster, **Gr.2**, placed 2nd Norfolk S., Royal Ascot, **Gr.3**.



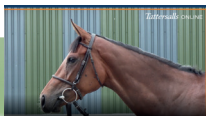
5

WEST END GIRL

Dual winner at two including the Sweet Solera Stakes (**Gr.3**) and placed 2nd on her latest start in the Lingfield Oaks Trial (**L.**) on 5 June. Official BHA Rating 99

Carries an entry in the Ribblesdale Stakes (Gr.2) at Royal Ascot on Tuesday.

[Link to Videos](#)



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TATTERSALLS ASCOT ONLINE SALE

*HORSE IN TRAINING, consigned by Kingsley Park
The Property of Mr A. D. Spence & Mr M. B. Spence*

5 (WITH VAT)

WEST END GIRL

(GB)

(2017)

A Bay Filly

}	Golden Horn (GB)	Cape Cross (IRE)	Green Desert (USA)
		Fleche d'Or (GB)	Park Appeal
}	Free Rein (GB) (2011)	Dansili (GB)	Dubai Destination (USA)
		Sant Elena (GB)	Nuryana
			Danehill (USA)
			Hasili (IRE)
			Ef시오
			Argent du Bois (USA)

E.B.F. Nominated.

WEST END GIRL (GB): won 2 races at 2 years, 2019 and £39,022 including germanTB.com Sweet Solera Stakes, Newmarket, **Gr.3**, placed once viz third in Lingfield Oaks Trial, Lingfield Park, **L.**

FLAT	6 starts	2 wins	1 place	£39,022
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LAST THREE STARTS Latest BHA Rating 99 (Flat) (prior to compilation)

05/06/20	3/8 Oaks Trial Stakes (L. WFA)	Lingfield Park	1m 3f 133y	£2,744
11/10/19	9/9 Fillies' Mile Stakes (Gr.1 WFA)	Newmarket	1m	
12/09/19	8/9 May Hill Stakes (Gr.2 WFA)	Doncaster	1m	

MOST RECENT WINS

10/08/19	Sweet Solera Stakes (Gr.3 WFA)	Newmarket	7f	£28,355
05/07/19	Class 4 (WFA Novice)	Haydock Park	7f 37y	£7,116

1st Dam

FREE REIN (GB), won 1 race at 3 years and placed twice; dam of **two winners** from 2 runners and 3 foals of racing age viz-

WEST END GIRL (GB) (2017 f. by Golden Horn (GB)), see above.

FINTAS (GB) (2016 c. by Lope de Vega (IRE)), won 2 races at 2 years and £15,433 and placed 3 times.

Free Will (GB) (2018 f. by Lope de Vega (IRE)), unraced to date.

She also has a 2019 colt by Acclamation (GB) and a 2020 colt by Lope De Vega (IRE).

2nd Dam

Sant Elena (GB), won 3 races at 2 to 4 years at home and in Canada and £47,164 and placed 7 times including second in Flaming Page Stakes, Woodbine, **L.**;

dam of **five winners** from 7 runners and 8 foals of racing age including-

RECKLESS ABANDON (GB) (g. by Exchange Rate (USA)), Champion 3yr old sprinter in Europe in 2013, Jt Champion 2yr old colt in France in 2012, won 5 races at 2 years at home and in France and £399,414 including Middle Park Stakes, Newmarket, **Gr.1**, Prix Morny, Deauville, **Gr.1**, Norfolk Stakes, Ascot, **Gr.2** and Prix Robert Papin, Maisons-Laffitte, **Gr.2**, placed 3 times viz second in Scarborough Stakes, Doncaster, **L.**, third in Temple Stakes, Haydock Park, **Gr.2** and Hopeful Stakes, Newmarket, **L.**; sire.

BEST APPROACH (GB) (c. by New Approach (IRE)), won 3 races at 2 and 4 years in Japan and £592,988 including Metropolitan Stakes, Tokyo, **L.**, placed 4 times including second in TV Tokyo Hai Aoba Sho (Derby Trial), Tokyo, **Gr.2**.

Family Tree (GB) (c. by Galileo (IRE)), won 3 races at 2 and 4 years, 2019 at home and in U.S.A. and £51,625 and placed once viz third in Lenebane Stakes, Roscommon, **L.**; also won 2 races over jumps in U.S.A. and £28,125.

3rd Dam

ARGENT DU BOIS (USA), placed 5 times at 2 and 3 years in France;

dam of **seven winners** from 9 runners and 9 foals of racing age including-

BRANDO (GB), won 9 races at 3 to 7 years, 2019 at home and in France including Prix Maurice de Gheest, Deauville, **Gr.1**, Abernant Stakes, Newmarket, **Gr.3** (twice) and The Coral Charge Sprint Stakes, Sandown Park, **Gr.3**, placed second in July Cup Stakes, Newmarket, **Gr.1**, 32Red Sprint Cup Stakes, Haydock Park, **Gr.1**, Prix Maurice de Gheest, Deauville, **Gr.1**, third in Qipco British Champions Sprint Stakes, Ascot, **Gr.1**, Darley July Cup Stakes, Newmarket, **Gr.1**.

TICKER TAPE (GB), won 8 races at 2, 3 and 5 years at home and in U.S.A. including Queen Elizabeth II Challenge Cup Stakes, Keeneland, **Gr.1**, American Oaks Invitational, Hollywood Park, **Gr.1**, Pucker Up Stakes, Arlington International, **Gr.3**, Providencia Stakes, Santa Anita, **L.**, Tuzla Handicap, Santa Anita, **L.** and China Doll Stakes, Santa Anita, **L.**, placed second in Del Mar Oaks, Del Mar, **Gr.1**; grandam of **WAR DECREE (USA)**, won Qatar Vintage Stakes, Goodwood, **Gr.2**.



Notices to Purchasers

Criteria for Pedigree Compilation

The following criteria have been agreed in principle by those Sales Companies represented on the European Sub-Committee of the International Cataloguing Standards Committee.

1. Pedigrees may not extend beyond the fifth dam. Only black-type performers and their links may be mentioned under the fifth dam.
2. Certain relationships to the subject animal are designated 'key positions'. Key positions comprise:
 - the subject animal him/herself
 - the first dam of the subject animal and any of her descendants

Only in the case of animals in key positions may the race names of non-black type races be carried. Only in the case of animals in key positions may a 4th-placing in a Group/Graded race be mentioned (NB Such a placing will not confer black type, except as set out on page viii of the ICSC Booklet 2010).

3. Jump Races appearing in Part IV of the ICSC Booklet may confer black type, but only if the type is italicised to differentiate it clearly from the black type given to flat race performances.
4. No reference to relationships may be made other than in the case of the Full- (i.e. 'own-') brother or sister. (That is to say, references such as 'three-parts sister to' and 'bred on the same lines as' are disallowed). Except in the case of the subject animal, the horse to whom the animal in question is related must be a black-type horse.
5. 'Excellence narrative' must be restricted to the top horse in any qualifying category. Thus, while a Sales Company may elect to use any one of the following terms – 'Champion', 'Top-rated' or 'High-weighted' – such terms as '2nd Top-rated' may not be used. Further, excellence narrative may only be applied to horses which
 - have been officially rated top within the following categories or combination of categories:
 - Continent
 - Country
 - Sex
 - Age
 - Distance range
 - have been published in the relevant section of the ICSC Booklet
6. Performances outside the home country of the catalogue in question will be indicated as such, either by citing the country(ies) by name or by use of the word 'abroad'.



This catalogue has been compiled in accordance with the criteria agreed by the International Cataloguing Standards Committee.

Notices to Purchasers

Catalogue Explanation

Within the catalogue each horse mentioned will appear in one of 6 typefaces. These are:

- HAMMER** - a Group/Graded, Listed Stakes winner as approved in parts 1& 2 of the Cataloguing Standards Guide published by I.C.S.C.
- Hammer** - a horse placed second or third in the races above.*
- HAMMER* - a winner of a race (either flat or N.H.).
- Hammer - a non-winner
- HAMMER** - a winner of a National Hunt Pattern race.
- Hammer* - a horse placed in a National Hunt Pattern race.

*A horse placed fourth in Group, Graded or listed Races since 1990 does not thereby qualify for Black Type. Horses placed fourth in such races in 1989 or before remain qualified for Black Type (GR 1 fourths only in 1989).

For the dam, 2nd dam and (if shown) 3rd dam of the subject animal a précis is given of their winners, runners and foals of racing age. For the dam of a yearling, her 3 year old and 2 year old (where applicable) are shown and for the dam of a foal, her yearling also.

For all broodmares a full breeding-record is shown.

4th and 5th dams may be included (Black Type data and links only) if space allows.

Inclusion of Form

All form shown is for performances on the flat unless otherwise specified.

For the subject animal or for the dam of a subject animal and her other produce, non Black-Type data may be included (Class 6 races or below excepted). For the subject animal or the dam of a foal or yearling, when such animal has run under National Hunt Rules (or its equivalent) outline details of its performances must be included.

Elsewhere within the 1st dam, details of win and place form under National Hunt Rules (or its equivalent) must be included, if applicable, for any lot mentioned

National Hunt Form (or its equivalent) in the 2nd dam or beyond need not appear.

Racing Careers

Purchasers should be aware that details of racing careers of Lots are not intended to be comprehensive and purchasers should therefore make their own enquiries concerning the full racing career of any particular Lot. Additionally, in view of the time elapsing between preparing the catalogue and the date of sale, there may well be further racing performances not recorded in the catalogue or announced from the rostrum.

Catalogue Details

Pedigrees and performances are supplied for the sales catalogues by Weatherbys Bloodstock Services as a service to Tattersalls who are acting in their capacity as agent for the Vendors. The Vendors are solely responsible for the accuracy of all information concerning their horses (see Condition 13). Neither Weatherbys Bloodstock Services nor Tattersalls accepts liability for any loss resulting from any errors or omissions contained in the catalogue details.

ASCOT ONLINE AUCTION

Conditions of Sale

TATTERSALLS LIMITED (hereinafter called “TATTERSALLS”) ONLINE AUCTION SALES CONDITIONS OF SALE

Special Notice

Tattersalls Online Auction Sale is and is only available to bidders who are bidding / purchasing for purposes relating to their trade or business. Before bidding all bidders are required to demonstrate to Tattersalls’ satisfaction that they are and are only bidding for purposes relating to their trade or business.

1. Parties

1.1 The Purchaser shall be the highest bidder acceptable to TATTERSALLS subject to the right reserved by TATTERSALLS to fix a minimum selling price at all or any Sales and subject to any reserve price.

1.2 The Vendor shall be the person or persons stated in TATTERSALLS online sales entry form to be the owner or owners of the Lot.

2. Conduct of Sale - General

2.1 TATTERSALLS shall have absolute discretion to accept or refuse an entry and in the event of TATTERSALLS deciding to refuse an entry, TATTERSALLS shall be under no obligation to provide any explanation for such refusal.

2.2 All Lots offered for sale will be subject to a reserve price which shall be either the minimum selling price or any higher reserve price in respect of which TATTERSALLS have received written notification from the Vendor prior to the time bidding on the first Lot of any online auction sale is scheduled to commence. A Vendor will only be permitted to remove or reduce a reserve price after that time with the express written consent of TATTERSALLS.

2.3 As provided for by Law a seller of a Lot OR any one person on his behalf may bid for that Lot at the auction. The seller shall mean the Vendor or, if different, the owner. Where however a Lot is stated to be “Partnership Property” any partner, syndicate member, co-owner or other person interested there in may bid on his own behalf either personally or through an agent.

2.4 TATTERSALLS reserves the right without giving any reason therefor to reject or ignore any or all bids.

2.5 TATTERSALLS reserves the right to withdraw any Lot before or during any Sale without giving any reason therefor.

2.6 Any reference to the word ‘day’ or ‘days’ in these Conditions of Sale means a calendar day including Saturdays, Sundays and public holidays.

3. Commission and Fees

3.1 An entry fee is payable to TATTERSALLS by the Vendor in respect of each Lot entered and whose details are published online in TATTERSALLS Online Auction Sales Catalogue .

3.2 Commission is payable to TATTERSALLS by the Vendor at the rate of 5% of the price of each Lot whether:

(a) sold or bought in by auction at TATTERSALLS Sales, or

(b) sold otherwise than by auction at TATTERSALLS Sales between the date of publication of the Online Auction Sales Catalogue for the Sale in which the Lot was entered and 28

days after the last day of that Sale. Provided that for the purpose of sub-condition (b) above TATTERSALLS reserves the right to substitute a fair price for any sale price notified to it or to determine a fair price when no sale price is notified to it. Provided also that where a Lot is bought-in 100% by the Vendor and

(i) TATTERSALLS receive written notification to that effect by the end of selling on the day of the buy-in, and

(ii) the Vendor instructs TATTERSALLS to publish the Lot as bought-in, then the rate of commission is reduced to zero. Full Commission is to be paid by the Vendor to TATTERSALLS on demand in respect of any Lot returnable and returned to the Vendor.

3.3 A Vendor may withdraw a Lot from sale without TATTERSALLS consent up to 1 hour prior to the time bidding on the first Lot of any online auction sale is scheduled to commence and may only withdraw the Lot thereafter with the express written consent of TATTERSALLS. A Lot withdrawal fee is payable to TATTERSALLS by the Vendor in respect of any Lot which is entered and catalogued for a Sale and which is thereafter withdrawn unless a Veterinary Certificate to TATTERSALLS' satisfaction is produced or unless commission is payable under sub-condition 3.2(b).

3.4 Commission and Fees are subject to VAT or equivalent where applicable.

4. Conduct of Sale – Online

4.1 Catalogue Publication

TATTERSALLS Online Auction Sales Catalogue will be published online at or after 5.00 p.m. on the days advertised on TATTERSALLS website.

4.2 Bidding Opens

TATTERSALLS Online Auction Sales will commence at or after 12.00 p.m. BST on the dates advertised on TATTERSALLS website

4.3 Bidding Increments

The Auction will be conducted in £ sterling with bidding increments to be set at the discretion of TATTERSALLS.

4.4 Original Closing Time

Subject to the Extra Time Rule at condition 4.5, the conclusion of the Auction Sale will start approximately 48 hours after its commencement with the auction of the first Lot in the Catalogue concluding at 12.00 p.m. BST on the second day after commencement of the Sale and the auction of each subsequent Lot concluding every 2 minutes thereafter. ("Original Closing Time")

4.5 Extended Closing Time - Extra Time Rule

If a bid is made on a Lot within 5 minutes of the Original Closing Time at condition 4.4 the auction of the Lot will continue until a period of a full 5 minutes has elapsed without a bid being made on the Lot. ("**Extended Closing Time**")

4.6 Subject to any reserve price the highest bidder on a Lot at the Original Closing Time shall be the Purchaser of the Lot unless there is an Extended Closing Time in which event the highest bidder at the end of the Extended Closing Time shall be the Purchaser of that Lot.

5. Payment by Purchasers

5.1 The Purchaser of each Lot shall:

(a) immediately after the purchase of a Lot

(i) sign the form of Purchase Confirmation supplied by TATTERSALLS if so required;

(ii) give his/her name, address and proof of identity to TATTERSALLS if so required, and

(iii) pay the full amount of the price bid for the Lot together with VAT thereon if applicable (together 'the Purchase Sum') by cash or acceptable banker's draft to TATTERSALLS

(b) take away at his own expense every Lot purchased by him from the Vendor's Premises before 5.00 p.m. on the third day after the day on which the Lot was sold provided that TATTERSALLS has given its prior written consent thereto.

5.2 If the Purchaser shall fail to comply with any of the Conditions set out in 5.1(a) TATTERSALLS may take possession of and resell the Lot and any progeny born after the Sale to a Lot described as "believed in foal" (hereafter "its Progeny") either immediately or otherwise by public or private sale.

5.3 If the Purchaser shall fail to pay to TATTERSALLS the Purchase Sum and any interest due

thereon pursuant to these Conditions then, save where TATTERSALLS shall have exercised its rights under sub-condition 5.2 or sub-condition 6.5, TATTERSALLS shall be entitled to sue for the full amount of the Purchase Sum and interest thereon. As between TATTERSALLS and the Vendor TATTERSALLS shall be under no duty to sue and nothing which it does or does not do shall affect the right of the Vendor to enforce any right he may have against the Purchaser.

5.4 Unless there is in force a Purchasers Authorisation accepted in writing by TATTERSALLS the highest bidder for the Lot and any principal for whom he may be acting shall be jointly and severally liable under the contract of sale and under these Conditions of Sale.

6. Title and Possession

6.1 TATTERSALLS may at its absolute discretion permit the Purchaser to take away a Lot notwithstanding that the Purchaser has not complied with the obligation immediately to pay the Purchase Sum pursuant to 5.1(a)(iii). If TATTERSALLS so permits the Purchaser to take away a Lot it does so as a matter of grace and the Purchaser shall remain liable to pay the Purchase Sum as aforesaid.

6.2 The property in a Lot and its Progeny (if any) shall not pass to the Purchaser or any principal for whom he is acting until the Purchase Sum has been paid in full together with any interest due thereon pursuant to these Conditions. The Lot and its Progeny (if any) shall be at the Purchaser's risk in all respects from the time the Lot is sold. Until the Purchase Sum due in respect of a Lot has been paid in full together with any interest due thereon pursuant to these Conditions, the Purchaser and/or his principal shall not whether acting by himself/herself, his/her servants, agents or otherwise howsoever enter, or cause or permit the said Lot to be entered for or to run in or otherwise participate in a race recognised by any Racing Authority unless TATTERSALLS' prior written consent has been obtained.

6.3 At any time until property in a Lot and its Progeny (if any) has passed to the Purchaser or any principal for whom he is acting the Purchaser and/or his principal shall forthwith on demand by TATTERSALLS (a) deliver up possession of the Lot and its Progeny (if any) to TATTERSALLS or (b) inform TATTERSALLS of the name and address of any third party in possession of the Lot and its Progeny (if any) and irrevocably instruct that third party to hold the Lot and its Progeny (if any) to the exclusive order of TATTERSALLS and provide written evidence to TATTERSALLS satisfaction that such instruction has been given. Upon a demand being made by TATTERSALLS under this sub-condition, any licence which the Purchaser and/or his/her principal may have to sell the Lot and/or its Progeny shall forthwith determine.

6.4 If the Purchaser and/or his principal fail to comply with a demand for delivery up of a Lot and its Progeny (if any) made under sub-condition 6.3, TATTERSALLS may enter upon any premises owned, occupied or controlled by the Purchaser and/or his/her principal where the Lot and/or its Progeny are situated to repossess the Lot and its Progeny (if any) at any time between 9am and 6pm on any day.

6.5 At any time after making a demand pursuant to sub-condition 6.3 above TATTERSALLS may resell any Lot and its Progeny (if any) and such sale may be held immediately or otherwise by public or private sale.

7. Purchaser's liability after resale

7.1 (a) Subject to paragraph (c) below, where TATTERSALLS resells a Lot and/or its Progeny pursuant to a power to resell it under any provision of these Conditions, the Purchaser shall be liable to pay the difference between (i) the unpaid balance of the Purchase Sum together with interest due thereon pursuant to these Conditions up to the date of resale and (ii) the price agreed on the resale (if lower) after deduction of any expenses incurred in the sale. If a higher price is agreed on the resale, TATTERSALLS shall be entitled to keep the full amount paid.

(b) TATTERSALLS shall be entitled to sue in respect of that liability as soon as the contract for resale is made (whether or not payment has been made or is yet due under that contract).

(c) If the purchaser under the contract of resale defaults, the Purchaser shall remain liable for (i) the unpaid balance of the Purchase Sum together with interest due thereon pursuant to these Conditions less (ii) such sum, if any, as is paid under the contract of resale.

7.2 The Purchaser shall also be liable to pay TATTERSALLS any expense (including legal costs) incurred in recovering any Lot and/or its Progeny (if any) pursuant to these Conditions and any expense incurred for a reasonable period thereafter in connection with the Lot and/or its Progeny including the cost of keeping, training, transporting and/or insuring the Lot and/or its Progeny and/or engaging any veterinarian, farrier or other person for the purpose of treating the Lot and/or its Progeny.

7.3 The Purchaser shall be liable to pay interest on all sums due under this Condition at the rate provided for in these Conditions.

7.4 TATTERSALLS shall be entitled to sue for any sum due under this Condition. As between TATTERSALLS and the Vendor TATTERSALLS shall be under no duty to sue and nothing which it does or does not do shall affect the right of the Vendor to enforce any right he may have against the Purchaser.

8. Responsibility for Horses

8.1 Each Lot shall be at the Vendor's risk until the time the Lot is sold.

8.2 TATTERSALLS shall not be liable for any loss or damage caused to or by any Lot whether by disease, accident or otherwise whilst the said Lot is on any part of TATTERSALLS premises which expression includes any outside standing used by TATTERSALLS to keep the Lot ("the Premises") or whilst in transit between different parts of the Premises save that nothing in this sub-condition shall be taken as excluding or restricting or as attempting to exclude or restrict TATTERSALLS' liability for death of a person or personal injury suffered by a person resulting from negligence of TATTERSALLS its servants or agents as defined in the Unfair Contract Terms Act 1977.

8.3 TATTERSALLS reserves the right to examine any Lot and/or isolate any Lot and/or refuse any Lot entry to or require the removal of any Lot from the Premises where in TATTERSALLS discretion any such Lot presents or appears to present a danger to persons, property or other bloodstock. TATTERSALLS shall incur no liability in the event of TATTERSALLS exercising its rights under this sub-condition.

8.4 No Lot shall be removed from the Premises without a written order from TATTERSALLS. For the avoidance of doubt, removal of a Lot from TATTERSALLS premises to any outside standing by TATTERSALLS staff shall not constitute removal from the Premises for the purpose of these Conditions of Sale.

9. Vendors

9.1 Subject to Condition **9.2.** below the Vendor shall be entitled to receive the proceeds of sale of each Lot sold (less any commission and fees due) from not before the 35th day following the date on which the Lot was sold provided that:

(a) TATTERSALLS shall have received the full amount of the purchase price or authorised the release of the Lot from the Vendor's premises or from the Premises, and

(b) TATTERSALLS shall not have been notified that a dispute has arisen in respect of or in connection with payment for the Lot and/or the proceeds of sale thereof whether under these Conditions of Sale or otherwise howsoever, and

(c) TATTERSALLS shall not have granted an extension of time for lodgement of a Veterinary Certificate pursuant to Condition 11.

The Vendor expressly acknowledges that TATTERSALLS shall incur absolutely no liability in the event of TATTERSALLS withholding payment pursuant to this Condition. Furthermore, the Vendor expressly acknowledges that, notwithstanding the provisions of Condition 5 TATTERSALLS is entitled to authorise the release a Lot from the Vendor's premises or from the Premises without first having obtained payment therefor.

9.2 Where a Vendor is indebted to TATTERSALLS, the proceeds of sale of each Lot sold (less any commission and fees due) may be immediately credited against the Vendor's outstanding account with TATTERSALLS. Any credit balance remaining on the account (after the debt to TATTERSALLS has been discharged) shall then be paid by TATTERSALLS to the Vendor in accordance with this Condition.

9.3 Where a Vendor is indebted to Tattersalls Ireland Limited, or Vente Osarus, being related companies majority owned by Tattersalls Limited (hereinafter collectively called "TATTERSALLS GROUP"), the proceeds of sale of each Lot sold (less any commission and fees due) at any TATTERSALLS Sales may be immediately credited against the Vendor's

outstanding TATTERSALLS GROUP account(s) without the necessity of any endorsement or authorisation from the Vendor. Any credit balance remaining in the Vendor's TATTERSALLS account (after the debt to TATTERSALLS GROUP has been discharged) shall then be paid by TATTERSALLS to the Vendor in accordance with this Condition. Where there is a dispute in connection with the amount owing to TATTERSALLS GROUP, TATTERSALLS are entitled to withhold the monies the subject of the dispute and shall account for the said monies when the dispute has been resolved either by agreement or, failing agreement, court proceedings.

9.4 In any case where TATTERSALLS shall have received the purchase monies from the Purchaser but shall have been notified of a dispute within the meaning of Condition 9.1.(b) they will account for the said monies when the said dispute shall have been resolved either by agreement or, failing agreement, by court proceedings.

9.5 Following the sale of the Lot neither the Vendor nor his agent shall release or permit the release of the Lot to the Purchaser or his agent unless both (1) TATTERSALLS has authorised in writing the release of the Lot by the Vendor to the Purchaser and also (2) unless the Purchaser or his agent first produces to the Vendor a copy of the written authorisation ("Pass-out") issued by TATTERSALLS authorising the release of the Lot to the Purchaser. If the Vendor releases the Lot to the Purchaser or his agent otherwise than in strict accordance with the terms of this Condition then the Vendor does so entirely at his own risk and any such release shall not constitute an authorised release of the Lot by TATTERSALLS for the purpose of Condition of Sale 9.1 (a).

9.6 Settlement will only be made against a written application by or on behalf of the Vendor which has been accepted by TATTERSALLS.

9.7 TATTERSALLS shall be under no obligation to place the proceeds of sale on deposit pending payment out by them.

9.8 All payments are made and/or sent at the risk of the Vendor and, if different, the payee.

9.9 Notwithstanding the passing of risk to the Purchaser pursuant to Condition 6, the Vendor shall retain title to the Lot until the full purchase price has been paid to TATTERSALLS. Where pursuant to this Condition TATTERSALLS have paid to the Vendor or credited their account with the net proceeds of sale of a Lot, then title of this Lot will automatically vest in TATTERSALLS and the Vendor shall, if so required by TATTERSALLS, assign to them by way of legal assignment (or by any other mode of assignment required by TATTERSALLS) all and any of his/her rights against the Purchaser arising out of the contract of sale of the Lot and to the extent that property in the Lot has been retained by the Vendor, that property. Save as provided aforesaid the Vendor shall not assign any rights or obligations under his agreement with TATTERSALLS.

9.10 Where the Purchaser is disputing his obligation to pay for the Lot the Vendor shall, save where TATTERSALLS have exercised their right under Condition 9.9 above, if so required by TATTERSALLS, repay to TATTERSALLS on demand any payment made by TATTERSALLS to the Vendor in respect of the net proceeds of sale of the Lot.

9.11 Where the Purchaser is disputing his obligation to pay for a Lot the Vendor shall, if so required by TATTERSALLS, promptly provide and use best endeavours to procure that its servants and agents promptly provide to TATTERSALLS and its advisers such full co-operation, documentation and assistance as TATTERSALLS may request in order to investigate the subject matter of the dispute.

9.12 Where there has been any change in the ownership of a Lot entered for sale with TATTERSALLS between the date of completion of the online sales entry form and the time at which the Lot is due to be put up for auction the Vendor shall forthwith notify TATTERSALLS of this fact in writing and of the amount of the sale price and use his best endeavours to ensure that the new owner(s) forthwith notify TATTERSALLS whether it is his wish to proceed with the sale of the Lot at the auction for which it is entered and, if so, to submit without delay to TATTERSALLS a properly completed online sales entry form.

9.13 The Vendor shall indemnify TATTERSALLS in respect of any loss suffered or costs, disbursements or expenses incurred bona fide by TATTERSALLS by reason of bringing or defending any proceedings (including but not limited to any adverse costs awarded against TATTERSALLS) or otherwise howsoever which arise whether directly or indirectly from any act or omission by the Vendor in connection with the sale of a Lot whether or not such act or omission be a breach of his/her contract with TATTERSALLS.

10. Description and Health

Where certificates, notices in writing and/or any other documents are required to be received by TATTERSALLS under these Online Conditions of Sale, that requirement can only be satisfied by delivering them to TATTERSALLS at their offices in Newmarket.

10.1 Each Lot must be registered with a Stud Book Authority approved by the International Stud Book Committee, and if not so registered is returnable in accordance with Condition 11 hereof.

10.2 A Stallion is a male horse at stud. A Gelding is a male horse which has been castrated (i.e. had both testicles removed in their entirety). A Colt is a male horse up to and including the age of four years, provided that he is not properly describable as a Stallion or a Gelding. A Horse is a male horse five years of age or over not properly describable as a Stallion or a Gelding. The description Stallion or Colt or Horse does not exclude a rig or cryptorchid.

(The term rig or crypt-orchid applies to male horses in which one or both testes do not descend into the scrotum from the abdomen at the usual time). If a male horse is not properly described in accordance with this Condition he is returnable in accordance with Condition 11 hereof.

10.3 A Filly should only be so described up to and including the age of four years. Thereafter she must be described as a Mare. If at any time before reaching five years she is covered she must subsequently at all times be described as a Mare. If a Filly or a Mare is not properly described she is returnable in accordance with Condition 11 hereof. For all Mares there must be given particulars of all coverings. If a Mare has subsequent to any such coverings slipped foal the fact must be stated and if not stated or the particulars of coverings are not given as required the Mare is returnable in accordance with Condition 11 hereof.

10.4 Any Mare described as "believed in foal" must have a Covering Certificate "lodged with TATTERSALLS". A Covering Certificate is only to be regarded as having been "lodged with TATTERSALLS" where, prior to the time of sale of the Mare, either the Covering Certificate has been deposited at TATTERSALLS offices or TATTERSALLS have been notified in writing by a Stud Book Authority approved by the International Stud Book Committee that the covering has been registered with it and is recorded electronically. Where, in respect of a Mare described as "believed in foal" a Covering Certificate has not been "lodged with TATTERSALLS" as aforesaid, such Mare is returnable in accordance with this Condition and Condition 11 hereof unless:

(a) the Covering Certificate or written notification as aforesaid from a Stud Book Authority approved by the International Stud Book Committee is received by TATTERSALLS by 5pm on the 14th day after the day on which the Lot was sold. Provided always that the Purchaser may only return the Mare if, by 5pm on the 21st day after the day on which the Mare was sold, he has:-

(a) Returned the Mare to TATTERSALLS at any suitable premises designated by TATTERSALLS, and

(b) TATTERSALLS have received a notice in writing from the Purchaser of his/her contention that a Covering Certificate for the Mare had not been "lodged with TATTERSALLS" within the meaning of this sub-condition.

10.5 Any Mare described as "believed in foal" is returnable in accordance with this Condition and Condition 11 hereof if found to be barren at the time of sale, provided always that the Purchaser may only return the Mare if:

(a) TATTERSALLS have received a certificate in writing from a Veterinary Surgeon of the Purchaser's choice before 5.00pm on the second day after the day on which the Mare was sold alleging the Mare to be barren at the time of sale or alleging a failure on the part of the Vendor to permit the examination of the Lot by the Purchaser's Veterinary Surgeon in accordance with the provisions of this sub-condition. Following the sale of the Lot the Vendor agrees promptly and without delay to permit a Veterinary Surgeon of the Purchaser's choice to examine the Lot for the purpose of this Condition during normal working hours at any time after the sale and before 2pm on the second day after the day on which the Mare was sold unless the Purchaser's vet requests a later time for examination of the Lot on that day. If the Vendor fails to make the Lot available for examination as aforesaid the Lot shall be returnable in accordance with Condition 11

(b) The Mare has not been removed from the Vendor's Premises.

10.6 Any Lot

- (a)** which is a Wind sucker (i.e. gulps or swallows air whether in association with grasping fixed objects with incisor teeth or not) is returnable in accordance with Condition 11 unless described without qualification as a Wind sucker, Crib biter or Cribber in which event the Lot is not returnable.
- (b)** which has been operated on for the correction of Wind sucking as defined above, including Crib biting, is returnable in accordance with Condition 11 unless so described.
- (c)** Crib biters and Cribbers are not returnable unless the Crib biting is associated with Wind sucking in which case the Lot is returnable as a Wind sucker unless it is described without qualification as a Wind sucker, Crib biter or Cribber.

10.7 Any Lot

- (a)** Which is an habitual Weaver (i.e. habitually swings its head and neck to and fro and transfers weight from one forelimb to the other alternately) or
- (b)** Which is an habitual Boxwalker (i.e. habitually walks either backwards and forwards or round and round the box repeatedly in an aimless manner), is returnable in accordance with this Condition and Condition 11 hereof unless so described. Provided always that the Purchaser may only return the Lot if:
 - (i)** TATTERSALLS have received a notice in writing from the Purchaser before 5.00 pm on the 7th day after the day on which the Lot was sold that he requires an examination for either an habitual Weaver or an habitual Boxwalker.
 - (ii)** He has returned the Lot to TATTERSALLS at any suitable premises designated by TATTERSALLS by 5.00 p.m. on the 14th day after the day on which the Lot was sold.
 - (iii)** TATTERSALLS have received a certificate in writing from a Veterinary Surgeon of the Purchaser's choice before 5.00 p.m. on the 14th day after the day on which the Lot was sold stating that as a result of observation between 7 and 14 days after the day on which the Lot was sold, it is believed that the Lot is an habitual Weaver or an habitual Boxwalker.
 - (iv)** TATTERSALLS have received a notice in writing from the Purchaser of his/her contention that the Lot is an habitual Weaver or an habitual Boxwalker before 5.00 p.m. on the 14th day after the day on which the Lot was sold.

10.8 Any Lot described as a Horse in Training or a Point to Pointer

- (a)** which is a Whistler and/or Roarer as hereinafter defined is returnable in accordance with Condition 11 unless so described or described as "heard to make a noise" without qualification. In the case of a Horse in Training or Point to Pointer a Whistler and/or Roarer is a Lot which can be heard to make a characteristic abnormal inspiratory sound when actively exercised (ridden where possible) and which has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) when examined with the endoscope. If described as a Whistler and/or Roarer or described as "heard to make a noise" without qualification the Lot may still be returned under sub-conditions 10.8 (b) or (c) if the terms of either of those sub-conditions are satisfied.
- (b)** which has been operated upon for the correction of Whistling and/or Roaring, is returnable in accordance with Condition 11 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.8 (a) or (b). Operations to resect the aryepiglottic folds or to treat the displacement of the soft palate, including the operations tie forward, cautery of the soft palate, trimming of the soft palate and myectomy are not operations for the correction of Whistling and/or Roaring within the meaning of this sub-condition.
- (c)** which makes an abnormal inspiratory sound when actively exercised and which has (i) branchial arch anomaly; or (ii) chondroma or severe arytenoid chondritis; or (iii) cleft palate; or (iv) permanent epiglottic entrapment; or (v) subepiglottic cyst(s) is returnable in accordance with Condition 11 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.8 (a) or (c).

10.9 Any Lot described as a Yearling (other than one sold prior to 1st July to which this sub-condition does not apply) and any Lot described as a Two-Year-Old prior to 1st April or described as a Store

- (a)** which is a Whistler and/or Roarer as hereinafter defined is returnable in accordance with Condition 11 unless so described or described as "heard to make a noise" without qualification. A Whistler and/or Roarer is a Lot which can be heard to make a characteristic

abnormal inspiratory sound when actively exercised and which has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) when examined with the endoscope. If described as a Whistler and/or Roarer or described as "heard to make a noise" without qualification the Lot may still be returned under sub-conditions 10.9 (b) or (c) if the terms of either of those sub-conditions are satisfied.

(b) which has been operated upon for the correction of Whistling and/or Roaring, is returnable in accordance with Condition 11 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.9 (a) or (b). Operations to resect the aryepiglottic folds or to treat the displacement of the soft palate, including the operations tie forward, cautery of the soft palate, trimming of the soft palate and myectomy are not operations for the correction of Whistling and/or Roaring within the meaning of this sub-condition.

(c) which makes an abnormal inspiratory sound when actively exercised and which has (i) branchial arch anomaly; or (ii) chondroma or severe arytenoid chondritis; or (iii) cleft palate; or (iv) permanent epiglottic entrapment; or (v) subepiglottic cyst(s) is returnable in accordance with Condition 11 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.9 (a) or (c).

10.10 Any Lot which has run at a Meeting not recognised by a Racing Authority or is restricted from racing by any Racing Authority and not so described is returnable in accordance with Condition 11 hereof.

10.11 Save as aforesaid any material mis-description

in the pedigree details of any Lot shall render the Lot returnable in accordance with Condition

11. For the purposes of this sub-condition the expression pedigree details has a limited meaning and means only that information provided on the Online Auction Sales Catalogue page concerning the breeding of the Lot and, specifically, does not include any statement made in the Vendor's Notes section on the Online Auction Sales Catalogue page.

11. Lots Returned to TATTERSALLS

If the Purchaser of any Lot contends that it is returnable to the Vendor under Condition 10 the Lot must be returned to TATTERSALLS with a notice in writing of such contention and in the case of Lots returned to TATTERSALLS under Conditions 10.2, 10.3, 10.6, 10.8 and 10.9 with a Veterinary Certificate specifying the nature of the complaint and in the case of Lots returned to TATTERSALLS under Conditions 10.4, 10.5, and 10.7, as prescribed therein. Where certificates, notices in writing and/or any other documents are required to be received by TATTERSALLS under these Conditions of Sale, that requirement can only be satisfied by delivering them to TATTERSALLS at its Newmarket office. Lots returned to TATTERSALLS under Condition 10 must be returned to any suitable premises designated by TATTERSALLS and the requisite notices/certificates be received by TATTERSALLS before 5.00 p.m. on the 7th day after the day on which the Lot was sold except for those returned to TATTERSALLS under Conditions 10.4, 10.5, and 10.7 which must be returned to TATTERSALLS as prescribed therein. However in the case of a return of a Lot to TATTERSALLS under Conditions 10.8 or 10.9 where TATTERSALLS receive a written notice from the Purchaser's Veterinary Surgeon stating that he is unable to give a certificate within the prescribed time on grounds connected with the health or characteristics of the Lot then TATTERSALLS may decide to extend the prescribed time for lodgement of the certificate and, for this purpose, may have regard to the opinion of any Veterinary Surgeon or Surgeons appointed by them. Failure to comply with the provisions of this Condition and Condition 10 shall be an absolute bar to any claim that the Lot is returnable and the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot. Where the Purchaser has returned the Lot to TATTERSALLS in accordance with this Condition and Condition 10 and the Vendor does not accept that the Lot is returnable to him/her TATTERSALLS will decide the dispute under Condition 12.

12. Resolution Procedures

Any dispute arising under Conditions 10 and 11 shall be decided by TATTERSALLS in such manner and either without evidence or after hearing evidence of such nature and taken in such manner as TATTERSALLS shall think fit and TATTERSALLS' decision shall be final and binding on both Vendor and Purchaser and TATTERSALLS shall not be responsible for any loss or expense incurred by any party to such dispute. The decision shall be given not later than 21

days from the date of the return of the Lot to TATTERSALLS unless TATTERSALLS is advised by the Veterinary Surgeon or Surgeons appointed by it that a longer period or a different method of testing be necessary due to the health or characteristics of the Lot. In determining whether any Lot is returnable as an habitual Weaver or an habitual Boxwalker under Condition 10.7 TATTERSALLS may have regard to the opinion of any Veterinary Surgeon or Surgeons appointed by it whose opinion shall be given after allowing the Lot to settle in its environment and have adequate exercise. In determining whether any Lot is returnable under Conditions 10.8 and 10.9 respectively TATTERSALLS may have regard to the opinion of any Veterinary Surgeon or Surgeons appointed by it whose opinion shall be given after actively exercising the Lot (a Horse in Training or Point to Pointer shall be ridden where possible) to hear whether it makes the required abnormal inspiratory sound and examining the Lot with the endoscope to determine if Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) or one of the Conditions stated in Condition 10.9 (c) be present. Examination with a dynamic endoscope will only be undertaken where (i) the Lot is a Horse in Training or Point to Pointer and (ii) in the opinion of the said Veterinary Surgeon or Surgeons, its use is considered necessary to reach a decision as to whether the Lot has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy). A Lot shall be returnable under Conditions 10.8 (a) or 10.9 (a) or (b) if (i) both the required abnormal inspiratory sound and either Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) or (for Lots to which Condition 10.9 applies) one of the Conditions stated in Condition 10.9 (c) are present or (ii) in the opinion of the said Veterinary Surgeon or Surgeons the Lot cannot be actively exercised (a Lot must be capable of being lunged in both directions) to their satisfaction. The Purchaser expressly acknowledges that the Condition revealed by post sale examination with an endoscope for which return to the Vendor is allowed is ONLY as set forth in Conditions 10.8 and 10.9 and further acknowledges that there are other Conditions which may be revealed by such examination which may affect the desirability of purchasing the Lot but which are NOT grounds for return to the Vendor. The party against whom a decision is given shall:

- (a) pay to TATTERSALLS all costs and expenses (including insurance) incurred by it or in connection with the taking of evidence or making the decision
- (b) indemnify TATTERSALLS against all costs claims demands actions and expenses arising out of or in connection with such decisions.

Where a Lot has been returned to Tattersalls in accordance with Condition 11 the Lot shall be at the Purchaser's risk in all respects until the decision that it is returnable to the Vendor is given by TATTERSALLS. If it be decided that the Lot is returnable to the Vendor, the Vendor shall pay to TATTERSALLS on behalf of the Purchaser the cost of returning the Lot to Park Paddocks or any other premises designated by TATTERSALLS under these Conditions of Sale, and the amount of any payment under this Condition shall be fixed by TATTERSALLS whose decision shall be final and binding on all parties to the dispute. Save as provided for in Condition 23 no Lot is returnable to the Vendor in any circumstances other than in accordance with this Condition and Conditions 10 and 11 hereof. Unless so returnable the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot.

13. Responsibility

The Vendor is responsible for the accuracy of all information concerning the pedigree description and health of a Lot. No statement certificate forecast or expression of opinion in respect thereof is or is to be deemed to be in any circumstances a representation, undertaking, warranty by TATTERSALLS or Condition of any contract with TATTERSALLS and TATTERSALLS shall in no circumstances become liable to any person in respect thereof. TATTERSALLS reserves the right to require that any notice regarding the pedigree description and health of a Lot must be in writing and lodged at TATTERSALLS Newmarket office premises prior to the time at which details of the Lot are published online in TATTERSALLS Online Auction Sales Catalogue and it is agreed that any such notice shall not be treated as given unless acknowledged in writing by TATTERSALLS. TATTERSALLS does not warrant that any Lot is eligible for participation in any scheme or race notwithstanding any announcement or notice in a catalogue or otherwise.

14 - 19 Purchasers

14. Purchasers are advised to inspect each Lot prior to purchase. Purchasers must ensure that the Vendor's approval is obtained before a veterinary inspection is made. All Lots are sold subject to TATTERSALLS' Online Conditions of Sale and are subject to any announcements, notices and updates that may be published online by TATTERSALLS regarding a Lot at the time of first publication of the Online Auction Sales Catalogue. It is therefore the responsibility of all bidders to check for and read all such announcements, notices and updates prior to bidding on a Lot. Where a Lot is described as being sold with race entries, the responsibility thereof passes to the Purchaser at the time the Lot is sold.

15. Each Lot is sold as it stands and there is no term implied in any sale that any Lot is of satisfactory quality, merchantable quality or is fit for training or any particular purpose. Any such term, condition or warranty that might otherwise be incorporated into or apply to the sale of a Lot under these Conditions of Sale is excluded to the maximum extent permissible by law.

16.

16.1 The Vendor as defined in Condition 1.2 shall remain at all times the Vendor for the purpose of and within the meaning of these Conditions whether or not he was in fact the owner at the time of entry or if he was, notwithstanding any transfer of ownership prior to the time the Lot is sold. Such transfer shall not by itself operate as the withdrawal or revocation of any authority to sell.

16.2 Where TATTERSALLS in its Online Auction Sales Catalogue makes a statement as to the ownership a Lot it does so in good faith and in accordance with the information provided in the online sales entry form but it does not thereby make nor does it otherwise make any representation whatsoever, whether express or implied, as to the identity of the owner or owners of any Lot at the time of entry, time of sale or at any other time.

16.3 Without prejudice to the generality of the foregoing the fact that TATTERSALLS makes no such representation means that it shall not be a term of any contract between TATTERSALLS and a Purchaser (whether Condition, warranty or otherwise) that the Lot is at the time of sale or was at the time of entry or at any other time the property of any particular person or persons and that if a Purchaser purchases a Lot relying on any representation as to the ownership of the Lot at the time of entry, time of sale or at any other time he does so, as far as his contract with TATTERSALLS is concerned, entirely at his own risk and such representation and/or reliance shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

16.4 Consistently with and without prejudice to the foregoing in any case where TATTERSALLS

is able to procure that title in the Lot passes to the Purchaser the fact, if it be the case, that as at the time of sale it did not have authority to sell shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

17. An allegation by a Purchaser that a particular person, whether or not the owner of the Lot for the time being has taken part whether directly or indirectly in the bidding shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

18. Further and without prejudice to any other provision of these Conditions TATTERSALLS makes no representation whatsoever, whether express or implied, about, with regard to or in connection with any Lot. A Purchaser must make his/her own enquiries and exercise his/her own judgement to a Lot and its value and if a Purchaser purchases any Lot relying on any representation whether by or on behalf of the Vendor or otherwise howsoever he does so, as far as his contract with TATTERSALLS is concerned, entirely at his own risk and such representation and/or reliance shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

19. The parties hereby acknowledge and agree that TATTERSALLS online auction Sale is and

is only available to bidders and Purchasers who are bidding/purchasing for purposes relating to their trade or business. Before bidding all bidders and Purchasers are required to demonstrate to TATTERSALLS reasonable satisfaction that they are and are only bidding for purposes relating to their trade or business. If, notwithstanding statements made to the contrary by the bidder/ Purchaser to TATTERSALLS, the Purchaser should nevertheless claim to have been bidding / purchasing as a consumer (that is to say as an individual acting for purposes that are wholly or mainly outside that individual's trade or business) the Purchaser shall indemnify TATTERSALLS against all costs, claims, demands, actions and expenses arising out of or in connection with the Purchaser's claim to have bid and purchased as a consumer.

20. Disputes between Vendor and Purchaser

Where, as between Vendor and Purchaser a dispute has arisen out of or in connection with the sale of any Lot TATTERSALLS shall not be liable to either party in connection therewith and no such dispute shall prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in pursuance of Condition 5.

21. Withdrawal

TATTERSALLS shall not be liable to any person for any loss alleged to have been suffered as the result of the withdrawal of a Lot from any Sale for any reason.

22. Sales Levy

Unless a Vendor or Consignor notifies TATTERSALLS in writing within 14 days from the last day of the Sale that he is unwilling to contribute to a Sales Levy, TATTERSALLS will deduct 0.75% from the sales proceeds of each and every Lot payable to Vendors from the United Kingdom and elsewhere other than the Irish Republic. The Sales Levy will be paid to the Thoroughbred Breeders' Association who will be notified of the Vendor or Consignor's name and address.

23. Notification by Racing Authority of positive "A" sample

23.1 Where a Lot has run at a race meeting prior to the date of sale of the Lot and has had a blood sample taken by or on behalf of a Racing Authority in connection with such race ("the Sample"), the Vendor hereby agrees to and shall notify TATTERSALLS in writing if the Racing Authority has advised the Vendor or anyone who is or has acted as his agent, trainer or handler that an "A" sample taken from the Sample has tested positive for the presence of any substance proscribed by that Racing Authority, such notification to be made by the Vendor to TATTERSALLS prior to the time details of the Lot are published online in TATTERSALLS Online Auction Sales Catalogue or, if the result of the testing of the "A" sample is not known at that time, within 24 hours of the Vendor or anyone who is or has acted as his agent, trainer or handler having received such advice from the Racing Authority. For the purpose of this Condition any advice given by the Racing Authority to anyone who is or has acted as the Vendor's agent, trainer or handler that an "A" sample taken from the Sample has tested positive for the presence of any substance proscribed by the Racing Authority shall be deemed to be advice received by and known to the Vendor and accordingly it is the Vendor's responsibility and obligation to ensure that he is kept fully and promptly informed of the outcome of any testing of an "A" sample as aforesaid.

23.2 Where TATTERSALLS receives notification from the Vendor pursuant to sub-condition 23.1 prior to the time details of the Lot are published online in TATTERSALLS Online Auction Sales Catalogue, the Vendor agrees that TATTERSALLS shall post details online to this effect and, if such details are published online by TATTERSALLS as aforesaid, a Purchaser shall not be entitled to return the Lot to the Vendor whether on account of the positive "A" sample test result or any subsequent confirmation of the same whether by way of testing of any "B" sample of the Sample or otherwise howsoever.

23.3 (a) Where TATTERSALLS receives notification from the Vendor pursuant to sub-condition 23.1 after the time the Lot is sold, it shall within 24 hours notify the Purchaser of same and the Purchaser may then elect to return to the Lot to the Vendor under this Condition.

23.3 (b) Where the Vendor fails, in breach of its obligations under sub-condition 23.1, to give notice to TATTERSALLS as provided therein TATTERSALLS shall within 24 hours of discovery of the said breach notify the Purchaser of the same and the Purchaser may then

elect to return to the Lot to the Vendor under this Condition.

23.3 (c) The Vendor and Purchaser hereby expressly acknowledge and agree that although an "A" sample and a confirmatory "B" sample may be taken from the Sample it is sufficient, for the purpose of this Condition, only that the "A" sample taken from the Sample has tested positive for the presence of any substance proscribed by that Racing Authority and it is further acknowledged and agreed that neither the parties nor TATTERSALLS shall have regard to the outcome of any testing of the "B" sample for the purpose of this Condition.

23.4 Where the Purchaser elects to return to the Lot to the Vendor pursuant to sub-condition **23.3** such election may and may only be made by returning the Lot to TATTERSALLS at any premises designated by TATTERSALLS together with a notice in writing of such an election within 7 days of the date on which TATTERSALLS gives its notice to the Purchaser. Failure to comply with this sub-condition shall be an absolute bar to any claim that the Purchaser is entitled to return the lot under this Condition.

23.5 (a) Upon the Lot having been returned to TATTERSALLS and upon TATTERSALLS having received the Purchaser's notice in accordance with sub-condition 23.4 hereof, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.

23.5 (b) The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with Condition 23.5 (a) hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.

23.5(c) If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition:

- (i) the Vendor shall pay to TATTERSALLS on invoice the commission provided for at Condition 3.2 hereof;
- (ii) the Vendor shall indemnify TATTERSALLS against all costs claims demands actions and expenses arising out of or in connection with this Condition;
- (iii) the Purchaser shall pay any transport, keep or other costs incurred by the Purchaser in connection with the Lot between the date of purchase of the Lot and the date on which the contract of sale is determined and such costs shall be for the Purchaser's account in any event.

23.6 (a) Any notice under this Condition shall be in writing and shall be delivered by hand or sent by first-class post or by fax or email to the Vendor or to the Purchaser at the address given in the sales entry information or Purchase Confirmation form as the case may be, or at their normal address of residence or business. Such notice shall be given or deemed given on the date of delivery or the second day after posting or on the day of transmission of the fax or email as the case may be.

23.6 (b) For the purposes of Condition 23.4 such notice in writing shall be delivered to TATTERSALLS at Newmarket and shall not be treated as given unless acknowledged in writing by TATTERSALLS.

24. No failure or delay on the part of TATTERSALLS (whether in connection with this or any previous sale) to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of the same or some other right, power or remedy.

25. Interest

TATTERSALLS reserves the right to charge interest at the rate of 1.5% per month or part thereof on:

- (a) the Purchase Sum or any part thereof if unpaid from the date of sale and
- (b) any other sum due and owing to TATTERSALLS under these Conditions of Sale from the date the liability was incurred or, if different, from the date provided for in these Conditions of Sale. Interest will not be charged on accounts cleared within 28 days of the last day of each Sale.

26. Law

These Online Conditions of Sale are to be construed and shall take effect in accordance with English Law and the English Courts shall, unless TATTERSALLS elects otherwise, have exclusive jurisdiction to hear and determine any action arising thereunder.

TATTERSALLS LIMITED – ONLINE AUCTION TERMS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY
BEFORE USING THIS WEBSITE OR THE ONLINE AUCTION
FACILITY

1. Interpretation and Definitions

1.1. The following definitions apply in these Online Auction Terms:

Application

an application to join an Auction as an Online Auction User in accordance with clause 3.1.

Auction

An online auction operated by Tattersalls through the Online Auction Facility.

Bidder

means an Online Auction User who makes a bid on a Lot using the Online Auction Facility.

Consumer

means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

Lot

any lot offered for sale at an Auction.

Online Auction Facility

means the online auction facility offered by Tattersalls to Online Auction Users on the Website.

Online Auction Terms

these terms and conditions, as amended from time to time.

Online Auction User

means a user of the Online Auction Facility.

Online Conditions of Sale

the Tattersalls online conditions of sale, as amended from time to time, a copy of which can be found at the following link

[<https://www.tattersalls.com/uploads/general/onlineconditionsofsale.pdf>]

Tattersalls

Tattersalls Limited a company incorporated in England and Wales Company number 00791113, whose registered office is Terrace House, Newmarket, Suffolk, CB8 9BT.

Website

means:

- where the Auction relates to the sale of Lots at Ascot, the website is [<https://www.tattersallsascot.com>]
- where the Auction relates to the sale of Lots at Cheltenham the website is [<https://www.tattersallscheltenham.com>]
- where the Auction relates to the sale of Lots at Newmarket the website is [<https://www.tattersalls.com>]

2. The Online Auction Facility

2.1. Tattersalls offers, on the terms and conditions of these Online Auction Terms, an Online Auction Facility to Online Auction Users who wish to make bids on Lots sold at Tattersalls Bloodstock Sales in respect of online auctions of Lots.

2.2. These Online Auction Terms shall apply to all bids made by an Online Auction User using the Online Auction Facility.

2.3. In addition to these Online Auction Terms, the Online Conditions of Sale, shall apply to any

bid made by an Online Auction User through the Online Auction Facility.

2.4. The Online Auction Facility is for use by Online Auction Users acting in a business capacity only. If you are a Consumer then you are not permitted to use the Online Auction Facility.

2.5. By using the Online Auction Facility, you confirm that you accept these Online Auction Terms and the Online Conditions of Sale and you agree to comply with each of them.

2.6. If you do not agree to these Online Auction Terms, you must not use the Online Auction Facility.

2.7. Tattersalls recommends that you print a copy of these terms for future reference.

3. Application

3.1. If you wish to bid on any Auction of a Lot through the Online Auction Facility, you must be logged in to your Tattersalls Website user account and make an application to join the relevant Auction by clicking "Join Sale" in respect of that Auction (Application). Any Application you make will be considered by Tattersalls in accordance with clause 4 of these Online Auction Terms.

3.2. These Online Auction Terms apply to any Auction where the Online Auction Facility is used. By joining an Auction, you agree to these Online Auction Terms and in respect of your participation in and any bid you make in an Auction, you agree to the Online Conditions of Sale.

3.3. As an Online Auction User, you represent and warrant to Tattersalls that:

- (a) you are at least 18 years old;
- (b) you are not a Consumer;
- (c) in respect of any bid you make through the Online Auction Facility, you are making such bid for purposes which relate to your trade, business, craft or profession;
- (d) all information you provide to Tattersalls in respect of your Application is complete;
- (e) you will not manipulate the price of any Lot or another Online Auction Users' listing including by placing fake bids, hindering another Bidder or disrupting an Auction in any way;
- (f) you will not bid on any Lot unless you are financially able to pay the full bid price made for the Lot;
- (g) you will not transfer or assign your account to another party without Tattersalls' prior written consent;
- (h) you will not infringe the copyright or other intellectual property rights of any other person;
- (i) you will not engage in spamming or other conduct involving the sending of bulk electronic or unsolicited communications, chain letters or pyramid schemes;
- (j) you will not use any automated systems (including any site crawler, spider or robot) to harvest, access or analyse any information or content from the Website;
- (k) you will not distribute viruses or any other technology that may harm the Website or other Online Auction Users;
- (l) you will not copy, reproduce, modify or create derivative works of the Website without Tattersalls' prior written consent;
- (m) you will not interfere or attempt to interfere with the orderly working of the Website;
- (n) you will comply with all applicable laws; and
- (o) you will not copy, modify or distribute rights or content from the Website or Tattersalls trademarks and copyright.

3.4. You shall indemnify Tattersalls against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Tattersalls arising out of or in connection with any breach of the warranties and representations by you contained in clause 3.5.

3.5. Tattersalls may in its discretion:

- (a) restrict or temporarily or indefinitely suspend your account;
- (b) terminate your account;
where, in Tattersalls' reasonable opinion:
- (c) you have breached these Online Auction Terms or the Online Conditions of Sale;

- (d) your actions in using the Online Auction Facility or the Website may cause loss or damage to other Online Auction Users, third parties, Tattersalls or you;
- (e) any information in your Application is inaccurate, inappropriate or offensive; or
- (f) Tattersalls is unable to verify your identity or any information you have provided Tattersalls.

4. Approval of Application

4.1. Once you have completed and submitted your Application to join an Auction, Tattersalls will consider your Application to join the relevant Auction as an Online Auction User.

4.2. Tattersalls may communicate with you by email or by telephone in respect of your Application, including in respect of confirming that your Application has been successful and/or if Tattersalls requires further information in respect of your Application to join an Auction as an Online Auction User.

4.3. For each Auction for which you make an Application, you will require to be credit approved by Tattersalls before you are able to submit a bid for a Lot in that Auction.

4.4. Tattersalls may in its absolute discretion set a credit limit for an Online Auction User. If Tattersalls sets such a credit limit for an Online Auction User, that Online Auction User will not be able to make a bid or bids which in aggregate exceeds that credit limit.

4.5. To contact us in respect of these Online Auction Terms, please email [tattersallsonline@tattersalls.com] [or telephone Tattersalls' customer service line on 01638 665931].

4.6. As an Online Auction User, you must:

- (a) keep up to date all personal information of your account; and
- (b) protect your account, including your username and password.

5. Auction

5.1. The bidding process in respect of any Auction shall follow the procedure set out in the Online Conditions of Sale.

5.2. All bids shall be made through the Online Auction Facility. The Online Auction Facility shall automatically accept bids on behalf of Bidders which are properly communicated to it and made in accordance with these Online Auction Terms and the Online Conditions of Sale. An automatically generated notification will be notified to you within the Online Auction Facility if any bid you have made has not been accepted for any reason.

5.3. Bids made through the Online Auction Facility must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be accepted by the Online Auction Facility.

5.4. Tattersalls does not accept any responsibility for failure of telecommunications or internet connections in respect of any bid made through the Online Auction Facility.

5.5. Online Auction Users are deemed to be making their bid with full knowledge of and in accordance with the Online Conditions of Sale.

5.6. In respect of any Auction for which an Online Auction User is proposing to make a bid, it is that Online Auction User's responsibility to read the Tattersalls online catalogue relating to that Auction for any announcements, notices and updates made by Tattersalls in respect of the relevant Lot.

6. Other online terms that may apply to you

These Online Auction Terms refer to the following additional terms, which also apply to your use of the Online Auction Facility and of the Website:

- (a) Website Terms [<https://www.tattersalls.com/uploads/general/websiteterms.pdf>];
- (b) Acceptable Use Policy [<https://www.tattersalls.com/uploads/general/acceptableusepolicy.pdf>];
- (c) Tattersalls' Privacy Policy [<https://www.tattersalls.com/privacy>]. See further under How Tattersalls may use your personal data at Clause 18.

7. Tattersalls may make changes to these terms

Tattersalls may amend these Online Auction Terms from time to time. Every time you wish to use the Online Auction Facility, please check these Online Auction Terms to ensure you understand the terms that apply at that time. These terms were most recently updated on [1st June 2020].

8. Tattersalls may make changes to the Website

Tattersalls may update and change the Online Auction Facility and/or the Website from time to time to reflect changes to Tattersalls' Online Auction Users' needs and Tattersalls' business priorities.

9. Tattersalls may suspend or withdraw the Online Auction Facility and/or the Website

9.1. The Online Auction Facility and the Website are made available free of charge.

9.2. Tattersalls does not guarantee that the Online Auction Facility and/or the Website, or any content on it, will always be available or be uninterrupted. Tattersalls may suspend or withdraw or restrict the availability of all or any part of the Online Auction Facility and/or the Website for business and operational reasons. Tattersalls will try to give you reasonable notice of any suspension or withdrawal.

9.3. You are also responsible for ensuring that all persons who access the Online Auction Facility and/or the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

10. Tattersalls may transfer this agreement to someone else

Tattersalls may transfer its rights and obligations under these Online Auction Terms to another organisation. Tattersalls will always tell you in writing if this happens and Tattersalls will ensure that the transfer will not affect your rights under the contract.

11. You must keep your account details safe

11.1. If you choose, or you are provided with, an Online Auction User identification code, password or any other piece of information as part of Tattersalls' security procedures, you must treat such information as confidential. You must not disclose it to any third party.

11.2. Tattersalls has the right to disable any Online Auction User identification code or password, whether chosen by you or allocated by us, at any time, if in Tattersalls' reasonable opinion you have failed to comply with any of the provisions of these terms of use.

11.3. If you know or suspect that anyone other than you knows your Online Auction User identification code or password, you must promptly notify us at [tattersallsonline@tattersalls.com].

12. How you may use material on the Website

12.1. Tattersalls is the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

12.2. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

12.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

12.4. Tattersalls' status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

12.5. You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or Tattersalls' licensors. If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the

Website will cease immediately and you must, at Tattersalls' option, return or destroy any copies of the materials you have made.

13. Do not rely on information on this site

13.1. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

13.2. Although Tattersalls will make reasonable efforts to update the information on the Website, Tattersalls makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

14. Tattersalls are not responsible for websites Tattersalls links to

14.1. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

14.2. Tattersalls has no control over the contents of those sites or resources.

15. User-generated content is not approved by us

15.1. This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent Tattersalls' views or values.

15.2. How to complain about content uploaded by other users

15.3. If you wish to complain about content uploaded by other users, please contact us on [<https://www.tattersalls.com/contact-us>].

16. Tattersalls' responsibility for loss or damage suffered by you

16.1. Tattersalls excludes all implied conditions, implied warranties, implied representations or other implied terms that may apply to the Online Auction Facility and/or the Website or any content on it.

16.2. Tattersalls will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the Online Auction Facility or the Website.

16.3. In particular, Tattersalls will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

16.4. Tattersalls shall not be liable for any claim relating to the use of the Website or the inability to use the Online Auction Facility unless legal proceedings have been issued and served on Tattersalls in respect of that claim within 12 months of such claim arising.

17. How Tattersalls may use your personal information

Tattersalls will only use your personal information as set out in its privacy policy [<https://www.tattersalls.com/privacy>].

18. Tattersalls is not responsible for viruses and you must not introduce them

18.1. Tattersalls do not guarantee that the Website will be secure or free from bugs or viruses.

18.2. You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

18.3. You must not misuse the Website by knowingly introducing viruses, trojans, worms,

logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Tattersalls will report any such breach to the relevant law enforcement authorities and Tattersalls will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

19. Rules about linking to the Website

19.1. You may link to the Website home page, provided you do so in a way that is fair and legal and does not damage Tattersalls' reputation or take advantage of it.

19.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Tattersalls' part where none exists.

19.3. You must not establish a link to the Website in any website that is not owned by you.

19.4. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

19.5. Tattersalls reserves the right to withdraw linking permission without notice.

19.6. The website in which you are linking must comply in all respects with the content standards set out in Tattersalls' Acceptable Use Policy

[<https://www.tattersalls.com/uploads/general/acceptableusepolicy.pdf>].

19.7. If you wish to link to or make any use of content on the Website other than that set out above, please contact [tattersallsonline@tattersalls.com].

20. General

20.1. If any provision or part-provision of these Online Auction Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Online Auction Terms.

20.2. No failure or delay by Tattersalls to exercise any right or remedy provided under these Online Auction Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.3. These Online Auction Terms constitutes the entire agreement between you and Tattersalls and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and Tattersalls, whether written or oral, relating to the use of the Online Auction Facility.

20.4. No variation of these Online Auction Terms shall be effective unless it is in writing and signed by a director of Tattersalls.

21. Which country's laws apply to any disputes?

These Online Auction Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. Tattersalls and you agree to the exclusive jurisdiction of the courts of England and Wales.

The Bloodstock Industry Code of Practice

Introduction

The Code of Practice sets out the principles which apply to all sales of bloodstock and sales of stallion shares and nominations, be they private sales or sales at public auction. The intention is to ensure that sales of bloodstock in Britain not only comply with the law, but operate to the highest standards of integrity and transparency, and safeguard the interests of vendors, consignors, bloodstock agents, owners, trainers and the sales companies.

Definitions

- “Agent” means any trainer, consignor, bloodstock agent, racing or stud manager or other person or entity who represents a Principal in the sale or purchase of bloodstock, stallion shares and nominations, whether the Agent is paid by way of retainer, commission or other forms of remuneration, or has ongoing financial arrangements (for example the payment of management or training fees), or not.
- “Principal” means a person or entity who appoints an Agent to act as agent on his behalf in the sale or purchase of bloodstock, stallion shares and nominations as in the definition above.
- For clarification, words importing the masculine gender shall include the feminine.

Code

1. An Agent owes a duty to his Principal to act at all times in accordance with his Principal’s best interests.
2. An Agent shall not place himself in a position where personal interests conflict with the duty to his Principal. In particular, an Agent shall not use his position to benefit from a secret payment or secret profit, which means any payment or benefit in kind received by an Agent that is not disclosed to his Principal.
3. When an Agent acts as a vendor or part-vendor and sells or intends to sell any horse in which he has an interest to a Principal, or intended Principal, the Agent must disclose to his Principal, before completion, the full extent of that ownership or interest and the benefit to be derived from that transaction.
4. If an Agent acts for more than one Principal in a transaction (which might be both the vendor and purchaser), the Agent can only do so if he has first disclosed this fact, before completion, to all his Principals, and obtained their consent.
5. An Agent must notify his Principal, wherever possible in advance, when a conflict of interest could arise, such as transactions involving third parties with whom he has a retainer, transactions where he is aware he will benefit from a third party, or transactions concerning horses which he has previously purchased or been involved with.

The Bloodstock Industry Code of Practice *cont.*

6. An Agent shall disclose to his Principal and, if required, account to his Principal for any Luck Money paid to him by or on behalf of a vendor. "Luck Money" means any financial payment or payment in kind made by or on behalf of a vendor to a Purchaser or his Agent, after the sale of a horse has been concluded. The practice of giving and receiving Luck Money shall be entirely voluntary, transparent and should be disclosed to all appropriate parties by the recipient. A vendor has no obligation whatsoever to pay Luck Money and the non-payment of such should not prejudice any further business activity.
7. If an Agent receives an offer to purchase a horse he must relay that offer in its entirety to his Principal and respond in accordance with the Principal's instructions.
8. A vendor must not offer any secret payment or secret profit to any person whom he believes to be an Agent acting for a prospective purchaser.

Dispute Resolution

9. Any dispute arising out of an alleged breach of the Code of Practice should be reported by a complainant to one of the following trade bodies or to the appropriate Sale Company in the first instance:

Federation of Bloodstock Agents:	Louise Kemble	(01604 696224)
National Trainers Federation:	Rupert Arnold	(01488 71719)
Racehorse Owners Association:	Charlie Liverton	(020 7152 0200)
Thoroughbred Breeders Association:	Julian Richmond-Watson	(01638 661321)
Goffs UK:	Tony Williams	(01450 372222)
Tattersalls:	Gavin Davies	(01638 665931)

A complainant shall provide written evidence of the alleged breach of the Code to the relevant trade body or the Sale Company in support of the allegation. The Sale Company or the trade body will conduct its own investigation and may seek to mediate, or may advise the complainant of their right to pursue the complaint through the courts.

The commencement of a mediation will not prevent the parties commencing court proceedings.

Disciplinary Proceedings under the Rules of Racing

10. If the British Horseracing Authority is satisfied there has been a breach of this Code of Practice, it is likely to consider this to be contrary to the integrity, proper conduct or good reputation of horse racing, and the persons involved, whether bound by the Rules of Racing, or not, may be banned from British racecourses and other licensed premises and will also not be permitted to conduct business with licensed individuals.

This Code of Practice has been drawn up and published by the following organisations:

The British Horseracing Authority
Federation of Bloodstock Agents
Racehorse Owners Association
Thoroughbred Breeders Association

Goffs UK
National Trainers Federation
Tattersalls Ltd