

ONLINE SALE OF WORKING DOGS

Dear Sir/Madam

Lawrie and Symington Ltd are delighted to announce they will be conducting the first online auction of Sheepdogs to be held in Scotland from Friday 7th October till Tuesday 11th October. The sale will be open to Working, Part Broken and Nursery Dogs.

Please find enclosed here with the entry form for the sale which will be conducted via our online provider Auctionmarts.com. All entries require to be in our hands by Monday 26th September and we ask that you complete the entry form available from our website www.lawrieandsymington.com and forward to our office. PLEASE NOTE STRICTLY NO TELEPHONE ENTRIES.

As the sale will be conducted by Timed Auction and to maximise the sale of your dog's please submit a YouTube video and pictures with your entry.

Please send all details to; sheepdog@lawrieandsymington.com

ENTRY FEES

Entry Fee £25 plus Vat (£30) per dog

Internet Commission of 1% plus VAT will be paid by the vendor

Buyers Commission will be 5% plus VAT on Sale price

Terms and Conditions are available on our website www.lawrieandsymington.com

THERE WILL BE NO SUBSTITUTE DOGS

All entries must be accompanied by the full entry fee- this can be by cheque with entry form, card payment over the phone or BACS.

All vendors should be aware of the current regulations for exporting dogs from Great Britain to an EU country or Northern Ireland, full details can be found at; - Taking your dog, cat or ferret abroad: Travelling to an EU country or Northern Ireland – GOV.UK(www.gov.uk)

PLEASE ENSURE THAT ALL ENTRIES ARE COMPLETE AND CORRECT

NO DOGS WILL BE ENTERED INTO THE CATALOGUE WITH INCOMPLETE DETAILS

PLEASE RETURN COMPLETED ENTRY FORMS BY Monday 26th SEPTEMBER ACCOMPANIED BY THE CORRECT ENTRY FEES TO; - sheepdog@lawrieandsymington.com OR SENDING TO OUR OFFICE FOR THE ATTENTION OF Amy Haddow, Lawrie & Symington Ltd, Lanark Agriculture Centre, Lanark, ML11 9AX

All Terms & Conditions of Sale can be found at the bottom of this entry pack.

TERMS & CONDITIONS OF SALE - SHEEPDOGS

1. A non-refundable entry fee of £25 & VAT (£30 inclusive of VAT) will apply to every lot.
2. Internet Host Commission of 1% plus VAT of sale price to be paid by the Vendor.
3. The dogs will be split into three categories – Working, Partly Broken and Nursery. Working sheepdogs will be sold first, followed by partly broken and then nursery. Lot numbers will be allocated by ballot.
4. Settlement is due in full on the closing of bidding. Invoice will be emailed by the Auctioneer to the successful bidders on the closing of the sale, it takes approximately 2 hours from the end of the auction to process all invoices. With evening/late afternoon sales, invoices may be processed the following morning. Payment is thereafter due no later than within 24 hours of receiving the invoice by email. All payments are to be made in £ pounds sterling. Payment will be due in full at the final bid in respect of the lot sold plus all associated costs, buyer's premium, Including VAT (value added tax) if applicable.
5. We will only accept payment via direct bank transfer.
6. If a sheepdog is Plus UK VAT, the VAT will not be collected if the following applies
 - Purchaser is from outside of the UK and all of the criteria are met for the purchase to be treated as a zero-rated export for VAT purposes
7. If a sheepdog is Plus VAT and being sold from somewhere other than the UK then the VAT charged will be dependent on the rules of the country where the dog is based and the applicable rate will be as advised by the vendor. Lawrie & Symington Ltd accepts no liability for incorrect VAT collection, it is the vendors' responsibility to ensure that the correct VAT amount is collected.
8. Vendors must not pass dogs over to purchasers without prior authority of the Auctioneers. The liability will remain with the vendor until dog is collected. The Auctioneers will contact the Vendor once payment of the dog has been received in full and cleared into the Auctioneers' client account. The Auctioneers will provide the Vendor with the contact details of the purchaser.
9. All dogs must be collected within the below specified time periods from the day of the sale:
 - Dogs from United Kingdom bought by a buyer from United Kingdom: 14 days for collection
 - Dogs from United Kingdom bought by a buyer from outside of United Kingdom: 35 days for collection
 - Dogs from the Republic of Ireland bought by a buyer in the Republic of Ireland: 14 days for collection
 - Dogs from the Republic of Ireland bought by a buyer from outside of Republic of Ireland: 35 days for collection
 - Dogs from Northern Ireland bought by a buyer from Northern Ireland: 14 days for collection
 - Dogs from Northern Ireland bought by a buyer from outside of Northern Ireland: 35 days for collection
10. In the event that the Auctioneers have received the payment for the dog but the dog has not been collected within the specified time period, due to no fault of the vendor, then the vendor will have the right to charge £10.00 a day until the animal is collected unless prior arrangements have been made. Risk of loss and damage to any lot purchased will pass to the Buyer once the specified time period for collection has elapsed. The Buyer is therefore advised to affect any insurance they may consider necessary.
11. The vendor will have confirmed on the entry form that the dog is available for purchasers from outside of the UK and this will be stated on the Catalogue. The cost of providing the export documents including a health certificate and the cost of any export health requirements is at the cost of the vendor and vendors should factor this into reserve prices.
12. Collection of the dog will be the purchaser's responsibility; the purchaser will pay for the transport from the vendor's address which will be stated on the catalogue (unless other arrangements are agreed between both parties). If a dog courier is used then the vendor and the purchaser must ensure and agree that the process is legal, compliant and carries insurance. The purchaser nor the vendor have the right to claim against Lawrie & Symington Ltd should the dog not be delivered by a carrier. The Purchasers are advised upon delivery/collection of their dog to view the microchip being scanned.
13. The purchaser must complete our online form to confirm the date that the dog was collected. The Vendor will be paid 5 to 10 working days from the date the dog was collected. Should the dog not be collected within the specified time period then the vendor will receive their payment 20-25 days from the date of the sale for those with 14 days for the buyer to collect; and 41-46 days for those with 35 days for the buyer to collect, the payment will be made within this timescale regardless of whether or not the dog has been collected unless a case of unsoundness is ongoing.
14. All vendors will be paid in pounds sterling, including those from outside of the UK. Vendors from outside of the UK will need to check with their bank to understand whether or not they can accept this type of payment. The vendor's bank will be responsible for the currency conversion and the vendors must ensure that they are aware of any transaction charges which may occur. Vendors from outside the UK will also be responsible for the Auctioneer's transaction fee of £15.00 per transaction (subject to change). This will be deducted from their payment.

15. All Dog Registration Documents, where applicable, are to be handed by the vendor to the purchaser on collection of the dogs. If dogs are registered with the ISDS please ensure all information, including vaccination cards correspond. Pedigree and Registration documents will be shown online by photo with the entered lot.

16. In the event of a purchaser defaulting on the terms (i.e., fail to pay for the dog within the specified time period or fail to collect the dog within the specified time period) then the Auctioneers will, as agents on behalf of the vendor, issue formal demand procedures to recover payment from the purchaser. When a purchaser defaults, the Auctioneers will make best endeavours to contact any underbidder on behalf of the vendor as Agent but Lawrie & Symington Ltd will not be responsible for any price shortfall or any liability for the cancellation of the transaction.

17. All dogs are to be shown by a video clip. However, the Auctioneers give no Warranty as to the Dogs future ability or that they will work to the same standard to their new owners.

18. Lucy's Law – From September 2021 it is illegal to buy a puppy under 6 months old from anyone but a breeder in Wales and Scotland. The law came into force in England in 2020. If you enter a puppy under 6 months old to the auction then you must be able to show the mother of the puppy to prospective buyers.

19. The vendor must state if dogs command in Welsh or English and must be able to provide a list of commands to the purchaser if requested.

20. Dogs are sold on a Non-Returnable Basis (unless found to be unsound with regard to the terms below)

- All dogs are to be in sound condition for work and eyesight and safe with children.
- Bitches must be sold as clear of Pup unless stated otherwise. Bitches purchased in pup and not declared must be accompanied by a Vet Certificate stating that the bitch was in pup at the time of collection. If the purchaser wishes, they may then return the bitch and be reimbursed.
- Unless stated to the contrary in the catalogue, all dogs are Sold warranted as Sound by the vendor on the Day of Collection with regard to legs, feet, teeth etc.
- The purchaser of a dog found to be unsound has 5 Days from the day of collection to lodge a complaint with the Auctioneers in writing. A supporting vet certificate (at the purchaser's cost) verifying that the dog was unsound at the time of collection must be provided to the Auctioneers within 10 days of collection.
- If the dog has not been collected within the specified time period due to no fault of the vendor, then the complaint will be refused.
- If the vendor disputes the purchaser's claim for breach of warranty, the claim shall be referred for decision to the auctioneers or to a person that the auctioneers may appoint for the purpose, (in either case the "referee"). The referee shall act as an independent expert and not as an arbitrator and shall make such examination or trial of the animal and such inquiry of such persons as in his sole discretion he considers necessary or desirable for determining the dispute.

21. Dogs found to be unsound may be returned to the vendor and the purchaser reimbursed. The Vendor will be responsible for paying the sale commission and buyer's premium should a dog be found to be unsound.

22. Should a dog be returned by agreement through the auctioneers within five days of collection then the Vendor must pay the 1% commission fee plus VAT and the buyer must pay a fee £50 plus VAT to cover our costs.

23. Castrated Dogs, Spayed bitches or animals with any form of breeding defect MUST be declared at the time of Sale.

24. We highly recommend that potential bidders physically view the dogs before bidding. This should be arranged with the vendor.

25. Reserves can be changed up to 5.00pm on the Monday before the start of the Sale. No reserves will be changed after that time.

26. If there are any queries that cannot be answered in our Terms and Conditions, please contact us at the office. (Office hours 9.00am – 5.00pm) If it requires urgent attention outside of office hours, please contact Amy Haddow on (01555) 662281.

27. If you take the 'Buy it Now' option after the sale, the Lot cannot be placed under the final bid amount.

28. If entry is withdrawn from catalogue after 10am on the day when bidding has open, a charge of £30 will be passed on to the Vendor as admin fees.

NOTE TO VENDORS

- Please keep to the closing dates
- We will only accept 2 Video and 5 pictures per Lot.
- Please ensure Lot Numbers, Date of sale and Name of Dog is on the Video

It will be the Vendors responsibility to cut and edit their own Videos.

VENDORS, POTENTIAL AND SUCCESSFUL BUYERS MUST TAKE PERSONAL RESPONSIBILITY FOR THEIR OWN HEALTH AND TO TAKE ANY PRECAUTION NECESSARY TO KEEP SAFE AT ALL TIMES WHEN VIEWING AND COLLECTING WORKING DOGS.

In Addition to all of the Above - The sale is held subject to the Auctioneers' Conditions of Sale' as recommended for use by 'The Livestock Auctioneers Association Ltd' as revised January 2022.

AUCTIONEERS' TERMS AND CONDITIONS OF SALE

1. The bidding will take place in pre-set increments, the highest bid at the close of the auction will secure the lot, subject to vendors reserve being achieved and is seen to be binding.
2. The Purchaser must be registered with Lawrie & Symington Ltd prior to bidding (pre- registered) and pay for all Lot(s) purchased immediately at the close of sale. No Lot or Lots shall be moved from the vendors holding until payment has been received. The liability will remain with the vendor until the purchaser receives the lot(s), at this point title of the goods will be transferred to them
3. All payments are to be made in £ pounds sterling. Payment will be due in full at the final bid in respect of the lot sold plus all associated costs, buyer's premium, Including VAT (value added tax) if applicable.
4. Each Lot will be sold in pounds sterling (£) and a buyers' premium of 5% plus VAT will be added to the bid price.
5. We will only accept payment via direct bank transfer.
6. Internet Host Commission of 1% plus VAT of sale price to be paid by the Vendor.
7. All statements in the catalogue at the time of sale along with the correct identification of the animals are the entire responsibility of the Vendors. The Auctioneers take no personal responsibility for the correctness of such statements or identities.
8. All statements in the catalogue relating to any veterinary or other tests are to be taken as statements of fact only. No such statements shall guarantee the purchaser of any animal against loss arising from the subsequent reaction of such animal to any test administered after the sale and the Vendors shall not be liable in any way should this occur.
9. All entries are sold subject to these Conditions of Sale and the Conditions of Sale recommended for use at markets by the Institute of Auctioneers and Appraisers Scotland, as revised January 2022. If the event of a conflict between the respective Conditions of Sale these terms (Lawrie & Symington Ltd) shall take precedent.
10. No undertaking by the Auctioneers or their servants to take charge of any Lot or Lots after the sale or to forward them to their destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of these Conditions.
11. In as much as the Auctioneers act as agents for a disclosed principal they shall not be considered personally responsible for any default on the part of either purchasers or vendors and the remedy shall be against them only and not against the Auctioneers.
12. If these conditions are unfulfilled the vendors or Auctioneers shall have the power to resell the Lots retaining any surplus and charging any deficiency and expense to the defaulter.
13. The payments for the dogs will be received by the auctioneer as an agent and will be held in a recognised client money account.
14. In the event that the winning bid is the vendor or a person connected to the vendor who was running up the price then the buyers' premium will still be payable.
- 15.

TERMS AND CONDITIONS OF SALE – www.lawrieandsymington.com

By using this website, you, the user ("the user", or "you", or "your") are subject to the terms and conditions imposed by Lawrie & Symington Ltd upon this site, as set out below, and which includes all the website's hyper-linked sections. Before using this website, please familiarise yourself with these Terms and Conditions and print a copy for your future reference.

1. General

Your continued use of the website signified your acceptance of the Terms and Conditions in force at the time of use. It is the user's responsibility to check any change in the terms and conditions, as we reserve the right to alter them at any time. When this happens, the date of their compilation will be updated (see top left).

2. Intellectual Property Rights

I. By the use of this site, you acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us.

II. You acknowledge and agree that the material and content contained within this website is made available for your personal and non-commercial use only, and that you may only download such material and content for the purpose of using this website, and make no further use of it whatsoever outside of this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

3. Liability and Indemnity

I. We will use reasonable endeavours to verify the accuracy of any information on the site, but we make no representation, or warranty of any kind express, or implied statutory or otherwise regarding the contents, or availability of the site, or that it will be timely or error-free, that defects will be corrected, or that the site, or the servers that makes it available are free of viruses, or bugs, or represents the full functionality, accuracy, reliability of the website; we will not be responsible, or liable to you for any loss of content or material uploaded, or transmitted through the website and we accept no liability of any kind for any loss or damage from action taken, or taken in reliance on material or information contained on the website.

II. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any: economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or loss of goodwill or reputation; or special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

III. We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

4. Other Provisions

I. The contract between you and us shall be governed by the laws of Scotland and any dispute between you and us will be resolved exclusively in the court of Scotland.

II. We shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

III. We may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for

(1) the privacy practices of such websites,

(2) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or

(3) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

IV. You may not assign, or sub-contract any of your rights or obligations under these terms and conditions, or any related order for products to any third party unless agreed upon in writing by us.

V. We reserve the right to transfer, assign, novate, or sub-contract the benefit of the whole, or part of any of its rights, or obligations under these terms and conditions, or any related contract to any third party.

VI. If any part of these terms and conditions is held by any competent authority to be invalid, or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

VII. These terms and conditions, including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and us relating to the use of this website (including the order or products) and sets forth the entire agreement and understanding between you and us for your use of this website.

5. Use of Your Personal Information/Security

I. It is important for you to know that we may use some of the personal information provided by you during the use of this website and by using this site you agree to this use unless you have chosen otherwise using the facilities provided on the order pages.

II. Your contact details will be stored in our computer database and this, together with other information provided by you (and this information may be supplemented by information we receive from third parties), may be used by us to (unless you have chosen otherwise using the facilities on the order pages):

(1) for assessment and analysis (e.g. market, customer and product analysis) to enable us to review, develop and improve the services which we offer and to enable us to provide you and other customers with relevant information through our marketing programme. We may use your information to make decisions about you using computerised technology, for example automatically selecting products or services which we think will interest you from the information we have. We may keep you informed of such products and services (including special offers, discounts, offers, competitions and so on by any of the following methods, including e-mail; telephone; SMS text message and post; and

(2) arrange and monitor any competitions we might offer on the website.

III. In order to protect you and our other customers, and us, from fraud and theft, we may pass on information that we obtain from making identity checks and other information in our customer records, including how you conduct your account, to other companies, other retailers and to financial and other organisations (including law enforcement agencies) involved in fraud prevention and detection, to use in the same way.

IV. As regards the Disclosure of Your Information, unless you have chosen otherwise using the facilities on the order pages, we may give information about you to the following, who may use it for the same purposes as set out above:

(2) to employees and agents of our company to administer any accounts, products and services provided to you by our company now or in the future.

V. As regards to Security, we take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose on-line. You accept the inherent security risks of providing information and dealing on-line over the Internet and will not hold us responsible for any breach of security unless this is due to our negligence or wilful default.

VI. You have the right to see personal data (as defined in the Data Protection Act) that we keep about you, upon receipt of a written request and payment of a fee. If you are concerned that any of the information, we hold on you is incorrect please contact us. Please note that our site may link to other websites which may be accessed through our site. We are not responsible for the data policies or procedures or the content of these linked websites.

VII. The data captured within the system is for use by Lawrie & Symington Ltd exclusively.