



Code of Conduct

PLEASE SIGN AND RETURN

Members of the Irish Horse Gateway (“IHG”) will observe the following code of conduct. Members who are found in breach of this code will be excluded from being a Member.

Members commit to the following:

1. That the Member has no previous convictions for fraud or animal welfare related offences.
2. That the premises on which the horses being advertised on the IHG are kept is:
 - If in the Republic of Ireland, registered as an Equine Premises with the Department of Agriculture, Food and the Marine;
 - Is not the subject of any restriction imposed by the Department of Agriculture, Food and the Marine or any other responsible authority under any animal health and welfare legislation for the time being in force in Ireland in or the equivalent in Northern Ireland.
3. That appropriate public liability insurance is in place at premises (and cover risks from horses as well as premises) where potential buyers are being invited to view or try horses advertised on the Irish Horse Gateway and the interest of Horse Sport Ireland and Horse Sport Ireland (Export) Ltd is noted thereon.
4. That all horses you advertise on the Irish Horse Gateway are:
 - Registered with sire and dam recorded, in a Studbook approved by the Department of Agriculture, Food and the Marine or in a Studbook approved in another EU member state.
 - Have a passport issued by a Studbook approved by the Department of Agriculture, Food and the Marine or by a Studbook approved in another EU member state. This passport should be with the horse and be available for inspection by the prospective purchaser.
5. That any horse advertised on the Irish Horse Gateway is accurately described. The Member recognises that he is responsible for the accuracy of any information set out in the advertisement and for any description, pedigree or warranty expressed in respect of the horse being offered for sale. This would include descriptions about the identity of the animal, age, height, vices, performance

record, level of training and temperament. The Member shall at all times indemnify the Irish Horse Gateway and Horse Sport Ireland in respect of any loss, damage, expense or claim resulting from inaccuracy, deficiency or impropriety of any such information supplied.

6. That the Member has the legal authority to sell the animal. In this regard the Member will accurately describe their role in any possible transaction. Two distinct categories have been identified:
 - Owner;
 - Agent.
7. To declare to the prospective purchaser any of the following conditions where applicable :-
 - any horse which is a habitual wind-sucker, weaver or box walker or has been unnerved or has been tubed or otherwise operated on for unsoundness in wind or has shown evidence of sweet itch;
 - any male that is a rig.
8. To declare any significant veterinary issues in the horses past to include surgical procedures that the animal has undergone and the reason for such surgical operations.
9. To declare that the horse is free from banned substances or Controlled Medications as defined in the FEI prohibited substances list at the time when it was tried or when any video recordings of the horse were taken, and when the horse achieved results in open competition.
10. To enter into a written purchase contract in the format suggested by the IHG if requested to do so by the buyer subject to such amendments and variations as may be mutually agreed between the Member and the buyer.
11. To make any horse available for examination by a veterinary surgeon nominated by the buyer for the purposes of a pre purchase veterinary examination. The fee for carrying out of this pre purchase inspection may be agreed to be borne by the buyer.
12. To provide a receipt and VAT invoice (if applicable) where requested by the buyer.
13. The Member acknowledges and agrees that any breach by him of this Code of Conduct may cause inter alia loss or damage to the reputation and goodwill of the Irish Horse Gateway and its proprietor Horse Sport Ireland (Export) Ltd ("the proprietor").

14. The Member agrees to furnish on demand to the proprietor such evidence as may be required by the proprietor to satisfy it as to the compliance by the Member with this Code at any time.
15. The Member agrees to comply with and co-operate with any complaints process that may be established by the proprietor to respond to any complaints from buyers or other persons accessing the Irish Horse Gateway Website or from other Members of Irish Horse Gateway or from the proprietor.
16. The Member acknowledges and agrees that without prejudice to any other right or entitlement of the proprietor or to any of the other legal polices applicable to Irish Horse Gateway that the proprietor may at any time having regard to:-
 - a) any breach of any provision of this Code of Conduct found by the proprietor to have occurred;
 - b) any failure to furnish such information as may be requested under the foregoing provisions;
 - c) any failure to comply within the recommendation of a complaints committee pursuant to the provisions set out below;

at its discretion terminate or suspend the Member's membership of Irish Horse Gateway and from access to advertising on the Irish Horse Gateway or make the Member's further participation in Irish Horse Gateway and advertising on the Irish Horse Gateway by the Member subject to such conditions as the proprietor may determine.

Complaints Process

17. Any complaints against a Member may be referred by the proprietor to a Complaints Officer appointed by the Irish Horse Gateway who having considered all of the evidence may refer the matter to a complaints committee.
18. A nine member complaints panel will be established. Three will be qualified barristers or solicitors, three will be individuals with experiences of selling horses and three will be veterinary surgeons.
19. A three person hearing panel ("complaints committee") with one person from each area of expertise will hear any complaints whether from a third party or from the proprietor.
20. The Member will have recourse to an Appeal which will be heard by three different members of the panel with one person from each area of expertise. The complaints committee or an appeal panel may make such recommendations in respect of the matter the subject of the complaint as it deems fit.
21. This complaints procedure shall be without prejudice to the rights or entitlements pursuant to law of all the parties thereto save where they may agree in writing to the contrary.

22. When a Member comprises two or more persons, each person agrees to be bound by, and the above provisions shall be deemed to apply and bind those persons jointly and severally.

I/We have read and we confirm that we are in compliance with and will remain in compliance with the Irish Horse Gateway Code of Conduct

Signed: _____ **Date:** _____

Signed: _____ **Date:** _____

Signed: _____ **Date:** _____