

LIVESTOCK DECLARATION & CONTRACT OF SALE

I hereby declare that animals included in the Lot Number(s) set out over comply with the following declarations :-

1. They have been kept to a standard of husbandry consistent with the DEFRA Code of Recommendations for the Welfare of Livestock.
2. No substances (e.g. growth promoting hormones anti-microbials or B-agonists) are used illegally in rearing or finishing animals on the farm.
3. All feedstuffs for animals which are mixed on the farm do not contain :-
 - (a) any approved substances above legally permitted maximum and/or
 - (b) any substances which are used illegally
4. They have been fed only normal foods and are free from prohibited substances. No animal presented has been fed Protein derived from animal offal.
5. The withdrawal periods of Veterinary Medicines used in the animals are observed before they are sold, this must be adhered to or the vendor will be liable for any costs incurred.
6. All animals comply with MHS Clean Livestock Policy.
7. All records are retained for traceability purposes.
8. All cattle have been examined by the owner and no signs of FMD or other notifiable diseases have been seen.
9. All cattle have come from premises, which has had no movement of FMD susceptible animals onto it in the previous 6 days (other than permitted exceptions).
10. The movement complies with the relevant general licence.
11. Livestock sold for slaughter is warranted under the Food & Safety Act 1990 and is sold fit for human consumption, the vendor will be responsible for any rejected animals and costs occurred.
12. All movements comply with the relevant TB Regulations and vendors have checked the TB status of their holding.
13. Calves must not be less than 7 days old, and are restricted to 100km up to 10 days old.
14. All calves must be accompanied with a correct BCMS issued passport.
15. No warranty over the effectiveness of any vaccination can be given or implied by either the vendor or the auctioneer.
16. All cattle must have **two tags** and the twelve digits of those tags are correct when presented for sale. The vendor will be responsible for any cost associated with wrong tags, tag discrepancies or loss of tags.
17. **BVD/Blue Tongue Clause** -The vendor warrants that all information provided in relation to BVD and Bluetongue status is true and accurate. Where an animal is entered and sold as BVD Negative or Tag & Tested and is subsequently proven to be a Persistently Infected (PI) animal, the Purchaser shall be entitled to a full refund of the purchase price.
18. **In-Calf** -The Vendor warrants that all females entered and sold as weanlings or store cattle are not in-calf and have not run with a bull. Should any such animal subsequently prove to be in-calf, the Purchaser shall be entitled, at their discretion, to either:
 - (a) retain the animal and receive compensation equivalent to 25% of the purchase price; or
 - (b) return the animal to the Vendor for a full refund of the purchase price together with all reasonable associated costs incurred, including but not limited to keep at £2 per day, TB testing costs, haulage charges and veterinary fees.The warranty shall remain valid for a period of six months from the date of purchase.
19. **Data Protection** - The Vendor consents to the Auctioneers disclosing BVD and Bluetongue documentation and associated animal health information to the Purchaser where relevant to the sale.

N.B. IT IS THE VENDORS LEGAL RESPONSIBILITY TO ENSURE THAT ALL INFORMATION IS CORRECT AND THE AUCTIONEERS HAVE NO LEGAL RESPONSIBILITY FOR THE CORRECTNESS OF THE INFORMATION, AS SUPPLIED.

MARKET DRAYTON MARKET

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