

A market owned & run by farmers at the National Agricultural Centre Stoneleigh, Warwickshire 43/139/8013 THE HOME OF AGRICULTURE

# JULY STORE CATTLE SALE



MONDAY 23RD JULY 2018
SALE TO COMMENCE AT 3:00PM
~19 HEAD~

The Charolais Pavilion Avenue M, Stoneleigh Park, Kenilworth Warwickshire, CV8 2RG t: 02476 697731 f: 02476 697776 www.rugbyfarmersmart.com

## **CATALOGUE**

## **Store Cattle Sale**

## Monday 23<sup>rd</sup> July 2018

Sale to commence at 3:00pm

Catalogue presented WITHOUT PREJUDICE For guidance only.

FA - DENOTES PRODUCERS HAVE DECLARED THEIR STOCK AS FARM ASSURED

## **STORE CATTLE**

### R CARLTON, DUNCHURCH

11	Simmental Steers & Heifers  Homebred & Single Suckled	10-13 months
	T J HOARE, WHITNASH	
2	Charolais x Steers	11-12 months
3	Charolais x Heifers	14-16 months
	Homebred & Single Suckled	
	D MCMAHON, MANCETTER	<u>FA</u>
1	D MCMAHON, MANCETTER  Hereford x Angus Heifer	FA 15 months
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-	Hereford x Angus Heifer	15 months
1	Hereford x Angus Heifer Hereford x Charolais Steer	15 months 15 months

1	Mortality Warranty
	Subject to the conditions set out below RFM agrees to repay the hammer price of any animal sold at its auctions which dies within seven days of the date of the fall of the hammer as a direct result of a condition which existed at the time of the fall of the hammer ("the mortality warranty"). RFM will not make any payment over and above the hammer price nor reimburse any consequential losses or incidental expenses incurred.
2	Conditions
	The conditions which must be satisfied before payment by RFM pursuant to the Mortality Warranty set out in sub condition 1 above are as follows:
2.1	The Buyer must notify RFM in writing of the death of an animal which may give rise to a claim pursuant to the Mortality Warranty ("a Claim Notice") so that such Claim Notice is received in the office of RFM within 24 hours of such death and then at the Buyer's own cost produce a certificate from a qualified veterinary surgeon:
A)	Confirming the cause of death, and
b)	Confirming the veterinary surgeon's opinion that such cause existed at the time of the fall of the hammer, and
c)	Confirming whether, in the veterinary surgeon's opinion, there is anything which might give rise to the belief that at the time of the sale the vendor of such animal knew or ought to have known of, or had good reason to suspect the existence of the condition which caused the death, or of any symptoms connected with such condition. Such certificate to be produced to RFM within 48 hours of death.
2.2	If RFM so wishes, it may at its own cost obtain a certificate from the veterinary surgeon of its own choice within three days of notification of death by a Buyer.
2.3	The Buyer shall not dispose of any animal in respect of which they intend to claim pursuant to the Mortality Warranty until three days have expired since the Buyer has given a Claim Notice and given the opportunity for RFM or its nominated veterinary surgeon to inspect such animal as soon as it wishes during that time.
2.4	No payment will be made pursuant to the Mortality Warranty where RFM's veterinary surgeon certifies that the Buyer or the employee's agents, subcontractors or independent contractors engaged by the Buyer or their agents have caused or contributed to the death of the animal by the Buyer's own actions or omissions or those of the Buyer's employees agents subcontractors or independent contractors and the certificate of such veterinary surgeon shall be final and binding upon the Buyer and RFM.
3	Vendor's Responsibility
_	If in the opinion of the veterinary surgeon whose opinion shall be binding on the vendor the vendor of any stock the subject of a claim pursuant to the Mortality Warranty knew, ought to have known, or had good reason to suspect the existence of the condition which caused such death at the time of sale then RFM will not pay the vendor for such stock or if payment has already been made to the vendor shall repay the hammer price of such stock to RFM within three days of demand.
4	General
4.1	All the times set out in Clause 2 above shall be of the essence.
4.2	Breach of any of the provisions of Clause 2 above by the Buyer will result in the Mortality Warranty being invalidated and no payment will then be made pursuant to it by RFM.

<sup>\*\*</sup>ALL NEW CUSTOMERS must provide an auctioneer's reference.

### TIME OF ARRIVAL

Vendors are encouraged to book in their cattle at least 2 hours prior to being sold to ensure that purchasers are able to read all the information regarding vendors' stock on the overhead screen in the sale ring. Market gates open at 6.00am.

Could vendors and/or hauliers please deliver cattle passports and accompanying documents to the BLUE BOOKING IN OFFICE at the bottom of the cattle race.

All cattle – Born: after 1st April 1998 – must be tagged with two approved ministry ear tags before entering the market. Unfortunately we do not have the facilities to tag cattle in the market on the day of sale.

All heifers are sold on the basis that they are not in-calf unless otherwise stated. If any animals have to be returned to the vendor after being 'PD'd' in-calf, the purchaser will be reimbursed the material costs displayed in the 'LAA Conditions' of Sale'. Keep is charged at £9 per week from 1st November to 31st April, and £5 per week at grass.

### CONDITIONS OF SALE

All stock will be sold in accordance with the 'Livestock Auctioneers Association Conditions of Sale 1998' as varied. A copy of which is on display in the market office.

## If you do not wish to receive a catalogue please call 02476697731 or email admin@rugbyfarmersmart.com In response to the new General Data Protection Regulation

## Rugby Farmers Mart Ltd

## Forthcoming Sales 2018

Friday 27th July

First annual Breeding Sheep Fair

**Monday 20th August** 

Sale of Store Cattle

Friday 24th August

Special Sale of Store Lambs

**Thursday 30th August** 

Beltex Central Club Show & Sale 6:30pm

Vendors who are wishing to sell stock please feel free to contact:

Tom Wrench - 07774 723758 Martin Lloyd - 07972 375351 Craig Thompson - 07901 787636 Steve Martin - 07960 085950

who will gladly make
A FREE ON FARM VISIT & VALUATION