Notices to Purchasers
Repository

Tattersalls offers a voluntary Repository facility in which Vendors may, at their discretion, lodge in digital format only pre-Sale X-rays, video endoscopies and, at Tattersalls' discretion, other information acceptable to Tattersalls.

Use of the Repository is voluntary but, if used, its use is subject to the terms, conditions and procedures relating to the Repository issued by Tattersalls from time to time (known as the Repository Rules) and published on the following pages, online at www.tattersalls.com/documentation.php and available for inspection at Park Paddock Sales Office and the Repository.

The maintenance and use of the Repository shall not change any of the Conditions of Sale but shall provide an opportunity to facilitate inspection of pre-Sale X-rays, video endoscopies and other information acceptable to Tattersalls prior to the sale of a Lot.

Prospective Purchasers please note that only veterinarians will be able to register with Tattersalls to view X-rays, video endoscopies and other materials in the Repository.

Please refer to the Conditions of Sale as printed herein and to the Repository Rules as made available by Tattersalls.

Here to help

If you require any help regarding the Repository, please contact Harvey Bell or Judith Baldwin
Tel: +44 1638 665931 or email: **harvey.bell@tattersalls.com or judith.baldwin@tattersalls.com**



REPOSITORY FACILITY RULES APPLICABLE TO THE 2025 SALES SEASON

1. General Description

TATTERSALLS has established a repository facility ("the Repository") where Vendors may lodge in digital format only X-rays, Video Endoscopies and at Tattersalls' discretion, other information acceptable to Tattersalls and applicable to the sale of their horses. The use of the Repository is voluntary but if used its use is subject to these Repository Rules.

2. Location

The Repository is located to the rear of Somerville Paddock, Row T.

3. Hours of operation of the Repository

The Repository building will be open and available for use 2 days prior to the first day of the Sale (3 days before the October Sale) until the last day of the Sale between the hours of 8 am and 7 pm on pre-Sale days and until the end of selling on Sale days. Hours and days of opening the Repository building may be altered at the absolute discretion of TATTERSALLS.

4. Lodgement Deadline

(a) X-rays, Video Endoscopies and other information acceptable to Tattersalls in respect of a Lot must be lodged in digital format only with the Repository for October Yearling Sale, Book 1 at least 2 clear days and for other sales at least 1 clear day before the day on which that Lot is due to be sold – that is to say there must be 2 clear days for October Book 1 and 1 clear day for other sales between the day on which the Repository Information is lodged and the day on which the Lot is due to be sold. Repository information submitted for lodgement at a later time will only be accepted at TATTERSALLS' absolute discretion.

(b) All and any X-rays and other information acceptable to Tattersalls to be lodged in the Repository must be taken of a Lot within 28 days (save for a Lot described as a Horse in Training or Point-to-Pointer where such X-rays must be taken within 14 days) of the first day of the Sale in which that Lot is due to be sold.

(c) Video Endoscopies acceptable to Tattersalls to be lodged in the Repository must be taken of a Lot within 17 days (save for a Lot described as a Horse in Training or Point-to-Pointer where such video endoscopies must be taken within 14 days) of the first day of the Sale in which that Lot is due to be sold.

5. Information to be submitted to the Repository

The following information only ("Repository Information") may be lodged in digital format only with the Repository in accordance with clause 4 above:

(a) X-rays of particular injury sites.

(b) A radiographic survey of the horse. Where such a survey is submitted it must comprise a minimum number of 32 X-ray views.

(c) Video Endoscopies.

(d) Other information acceptable to and at the discretion of TATTERSALLS.

6. Requirements for Vendors

(a) Vendors must ensure that Repository Information is lodged with the Repository by the relevant lodgement date specified in Clause 4. Repository information submitted for lodgement at a later

time will only be accepted at TATTERSALLS' absolute discretion.
(b) If the Vendor lodges X-rays, Video Endoscopies and information for inspection in relation to any Sale, then the Vendor shall not remove or withdraw or alter or add to such material until after the Sale without the prior consent of TATTERSALLS.
(c) The Vendor hereby releases TATTERSALLS from any liability in the event of damage, loss or theft of the Repository Information lodged in the Repository or otherwise while in the possession of TATTERSALLS.

7. Requirements of those inspecting Repository Information

(a) Viewing of Repository Information shall be strictly limited to veterinarians and to no other persons.
(b) No veterinarian may view Repository Information unless he/she has first registered with TATTERSALLS either by completing an online application or by registering with the TATTERSALLS Repository in person. In doing so each veterinarian agrees to abide by and be bound by these Rules and by the terms and conditions stipulated by Tattersalls for those registering to use the Repository. Any veterinarian who has registered with TATTERSALLS as aforesaid will be issued by TATTERSALLS with a username and password which is strictly for his/her sole use and cannot be transferred for use by others. Provided such veterinarian complies fully with these Rules and with the terms and conditions stipulated by Tattersalls for those registering to use the Repository he/she may have 24 hour remote access to the Repository Information and access to the Repository during the Repository viewing hours set out at clause 3. TATTERSALLS may in its absolute discretion withdraw any existing registration and access to the Repository and request veterinarians to register again to use the Repository for example ,if there are any changes to the Repository Rules or the terms and conditions stipulated by Tattersalls for those registering to use the Repository.
(c) Veterinarians viewing Repository Information remotely must not allow other registered or non-registered persons to view Repository Information while they are doing so.
(d) Veterinarians viewing the Repository Information shall not provide advice on their evaluation of such information to anyone other than their client.
(e) Those attending the Repository in person shall not bring any outside material or equipment into the Repository.
(f) Repository Information lodged in respect of a Lot may only be viewed prior to the sale of that Lot unless Tattersalls in its absolute discretion determines otherwise.
(g) Veterinarians using the Repository undertake to give Tattersalls upon demand the full name of the client that has instructed him/her to view Repository Information.

8. Provision of information to Vendors

TATTERSALLS will at the request of the Vendor provide to the Vendor details of any party [and their client as indicated pursuant to paragraph 7 (g)] who has viewed the Repository Information provided by the Vendor.

9. Collection and Disposal of Repository Information

(a) The Vendor warrants to TATTERSALLS that he is either the owner of the Repository Information or licensed by the owner of the Repository Information to use it and allow it to be uploaded, viewed, disposed of and if need be destroyed in accordance with these Rules. Once Repository Information has been uploaded to the Repository, the Vendor may, subject to clause 9 (b) collect any CD or USB stick that has been used to supply this information.
TATTERSALLS has the right to retain possession of the Repository Information for such reasonable period as it considers appropriate and during that period shall afford both the Vendor and the

Purchaser facilities to view the Repository Information on reasonable notice.
(b) Unless retained by TATTERSALLS pursuant to clause 9(a) TATTERSALLS shall be entitled without notice to destroy or otherwise dispose of the Repository Information (including any CD or USB stick) 30 days after the end of the Sale for which it was lodged. TATTERSALLS shall not be liable to any person for any loss allegedly suffered as a result of such destruction or disposal and the Vendor shall fully indemnify TATTERSALLS in respect of any losses or expenses incurred as a result of TATTERSALLS destruction or disposal of the Repository Information (including any CD or USB stick).

10. Conditions of Sale

The Repository exists for facilitating the viewing of Repository Information concerning Lots to be offered for sale. The Repository and its operation shall not change any of the Conditions of Sale which shall continue to be binding on all parties.

11. Tattersalls' Role

(a) TATTERSALLS does not view the material or information in the Repository and makes no representation and gives no warranty or assurance of any kind whatsoever in respect of the sufficiency, quality, completeness, accuracy or authenticity of the materials or information all of which is the responsibility of the Vendor. Knowledge of the Repository Information therefore shall not be imputed to TATTERSALLS.
TATTERSALLS shall in no circumstances become liable to any person in respect of any loss howsoever arising concerning or relating to the sufficiency, quality, completeness, accuracy or authenticity of the materials or information in the Repository
(b) TATTERSALLS shall in no circumstances other than in respect of death or personal injury resulting from negligence become liable to any person in respect of any claim for damages or losses howsoever arising in relation to the establishment or the conduct of the Repository or for any failure by a Vendor to use the Repository.

12. Remote Access

In addition to the uploading and viewing of Repository Information in person at the Repository TATTERSALLS will permit the uploading and viewing of Repository Information to be carried out by remote computer access subject to the terms of these Repository Rules and, where appropriate, references to lodge, lodging, lodged, lodgement and to view, viewing and viewed shall be construed accordingly.

13. Repository Rules

All those using the Repository undertake to TATTERSALLS to comply with and abide by these Rules in all respects.

14. Assistance at Repository

TATTERSALLS provides personnel to assist in the operation of the Repository and neither TATTERSALLS nor the personnel involved shall have any liability of any kind to Vendors, veterinarians, prospective Purchasers or Purchasers for any information or assistance given by them.