



## Katara International Arabian Horse Festival

2 - 12 February 2022



Katara Purebred Arabian Horses - Qualifiers Auction

7 February 2022

kiahf.qa

# Vision

To make Qatar a global center that conducts Arabian horse auctions of the highest and most authentic standards. To promote interest and encourage participation in Arabian horse championships held locally and internationally.

## Mission

To provide horse owners, breeders, and equine enthusiasts the opportunity to purchase superior purebred Arabian horses, as the Arabians on auction are among the finest, having previously won regional or international championships. The aim is to encourage and enable participation in the Qatar International Arabian Horse Championships.

The auction supports owners seeking to sell their horses while enabling buyers to upgrade their stables and farms with superior show horses that can compete in championships. It also encourages breeders to follow the highest standards in breeding.

The goals promote Qatar's endeavor to preserve and perpetuate the Arabian breed.

# Katara Purebred Arabian Horses - Qualifiers Auction

## 7th February 2022

## **Rules and Procedures**

1. Horses participating in this auction must be registered in World Arabian Horse Organization (WAHO) recognized studbook.

2. Qualifications of each participating horse must be submitted while registering.

3. A veterinarian's report is required in an appropriate format by a registered veterinary who is not the horse's owner.

4. A recent video of the horse to be submitted in the process of the application and approval – Specifications: 2MB | Less than 1 minute | A still horse and a horse in motion.

5. A high-resolution image is to be sent to the organizers in the process of the application and approval – Specifications- 300dpi | Jpeg | Full horse image, and head and neck image with basic and clear background.

Note – The organizer has the right to accept/reject applications or stop entry forms in any given case.

**Bidding Terms and Conditions** 

### Article 1

#### **Terminology and Definitions**

In these general auction Terms and conditions of Katara International Arabian Horse Festival (the "General Auction Conditions") the capitalized words and terms have the meanings assigned to them below:

Organizing Committee : The organizers of the auction: Katara International Arabian Horse Festival and Qatar Equestrian and Racing Club

KIAHF: Katara International Arabian Horse Festival

QERC: Qatar Equestrian and Racing Club

Auctioneer: A person who guide the auctions by accepting bids and declaring horses sold

Bidder: A person who has registered with the Auction Site to bid on horses as a potential Buyer during the Auction.

Purchase price: The amount for which the horse has been Attributed to the Buyer by the Auctioneer during the Auction.

Purchasers: A person or more that acts as a Purchasers on a Purchase Agreement.

Sold Horse: The horse which has been sold in the auction

Vendor" a person that acts as a seller in a Purchase Agreement.

## Article 2

#### Release of Organizing committee from Responsibility for Sold horses

A bidder acknowledges that they have thoroughly inspected the horses, subject of the bid, in a way that leaves no room for ignorance and that Organizing committee do not give any guarantees for any purchase made. Purchaser should verify the condition and description of the horses without recourse to Organizing committee with any claims proving fraud in relation to the sold horses. The auctioneer/organizers will not be responsible for any consequence of the purchase process. Each sold lot becomes the property of the highest bidder at the fall of the auctioneer's hammer. Purchaser shall assume responsibility for all costs and expenses related to the care, maintenance, and control of a purchased lot with effect from the Sale day. In case of failure of any bidding and non-compliance with these conditions, the related deposit will be forfeited. Accordingly, the Sale Organizer will not have the least legal responsibility for any injuries, diseases of any type and particularly venereal diseases, pregnancy, etc., found in the sold horses. A bidder should verify such in advance without recourse to Organizing

committee with any future responsibility once the selling is made.

### Article 3 Deposit Amount

The sum of the deposit to be paid by a purchaser is considered temporary until the selling process is finalized. Accordingly, each purchaser shall pay a temporary deposit of QR 20,000.00 (Qatar Riyals Twenty Thousand only) in cash with the Festival Treasury. Then, a bidding number will be assigned to each registered purchaser for personal use during the Sale. Such deposit shall be refunded in full, in the event no purchases are made, or no purchase is adjusted against any purchase price or incurred expenses. In the event a purchaser does not finalize the selling, their deposit shall be forfeited for breaching the conditions of the Sale and prejudicing the vendor who has missed the opportunity to sell their horses during the Sale.

#### Article 4

#### Selling Completion Form (Specimen 2)

A purchaser shall attend at the QREC Accounts Section in order to collect the Purchaser Identification Form (Specimen 2) and complete the same with required information contained therein, including the date of the sale, the full name of the purchaser, the postal address, the mobile phone number, the bank account number and the name of the bank name. Upon the completion of each selling transaction, a purchaser shall immediately complete and sign this form, confirming the purchase.

#### Article 5 Bid Acceptance

A bid will be accepted only from a registered bidder having a bid number. Each time a bidder raises their bid number, the bid value shall be increased by an amount declared by the auctioneer for each selling transaction.

#### Article 6

#### Non-eligibility of Owner to Cancel Selling Transaction

An owner may not cancel selling once a bidding for a lot has been completed for the highest price until such owner acquires the property of the lot exhibited in the respective bidding.

#### Article 7

#### Horse ownership transfer

The person who will register as a bidder must be the same person (the purchaser) and will not be allowed to waive to any other person during and after the auction, unless by transfer the ownership

#### Article 8

Any successful bidder will not be allowed to withdraw their bid or refuse to pay; otherwise they will not be allowed to participate in any sale held at KIAHF.

## Article 9 Inspection of horses

A purchaser will inspect horses prior to purchase and will be considered as being aware of the condition of the lot(s) in a way that leaves no room for ignorance. Selling shall be completed on the basis of the condition of the sold horses and the place(s) where they are located.

#### Article 10 Sale Fees

A fee of 5% of the total amount of each lot sold shall be charged from the vendor in favour of the Organiser (KIAHF) even if the selling arrangements have not been completed.

#### Article 11

#### Payment of Purchase Price and Completion of Ownership Transfer Form

A purchaser shall complete a form, available at the QREC Horse Registry, for the transfer of the ownership of the purchased horses. They shall also pay the full value, either in cash or under a payable cheque, to QREC. The ownership will be transferred and the passport will be changed only after the full amount has been paid, or the cheque has been cashed.

#### Article 12

#### Removal of horses Exhibited in Sale outside QREC

Both purchaser and vendor shall remove and transport the horses from the Sale Venue immediately after the Sale. Failure to do so shall result in applying a penalty of QR 2,000 (Qatar Riyals Two Thousand) per day of delay. No exceptions shall be allowed in this respect. However, after the Sale, QREC

will move horses purchased by purchaser from outside Qatar from the Sale venue to QREC stables for a maximum time limit of 15 days after which the above fine shall be applied directly to the concerned purchaser. Kindly note that QREC will only provide the room for the horses and will not bear the cost of food, health care, and other related expenditures.

### Article 13 Mares in Foal

Katara and QREC disclaim all responsibility in the event a mare in foal, as advised by her owner, is sold at the Sale and it is found out later that the mare in question is not in foal or in the event the same mare foals and it is found out later, after the DNA test is performed, that the sire is not the same as mentioned in the covering certificate.

Katara and QREC disclaim all responsibility in the event a mare and her foal are sold together at the Sale, and it is found out later, after the DNA test is performed, that the sire and/or the dam is/are not the same as mentioned in the covering certificate.

#### Article 14

#### Principle of Transparency between Bidders

By virtue of the principle of transparency between bidders, Organizing committee obligate all, especially vendors, not to administer any doping material to the horses sold and exhibited at the Sale with a view to exhibiting them in good condition. In the event such administration of doping material is proved, a purchaser will have the right to refuse or accept the horses in the condition as they have purchased them without any intervention from or obligations on Katara or QREC. However, in the event of purchaser's refusal, they will have the right to recover the value they have paid and Katara will be entitled to its established percent as agreed under the rules of the Sale.

#### Article 15

#### Payment of 20% of Bid Amount on Sale Day

A purchaser shall pay at least 20% in cash of the bid amount on the day of the Sale and the remainder shall be paid after the Sale or deducted from the respective purchaser's prize money with KIAHF if such purchaser has horses participating in the Arabian Horse Show organised at Katara.

## Article 16

#### Purchaser's Failure to Pay Full Value on Time

In the event a purchaser fails to make full payment on time, then the sold lot shall revert to the original owner without a warning or payment notice and the deposit paid by the purchaser shall be forfeited in favour of the Organizing committee.

#### Article 17

### Law of Tenders and Auctions No. 26 of 2005

For any matter not provided for in these Articles, the State of Qatar's Law of Tenders and Auctions No. 26 of 2005 shall apply.

## Article 18:

Participating horses must have gold or silver or bronze medals or first or second or third place in local or international show from 2018 until now.

## Article 19:

#### **Reserve price**

The vendor who wishes to set certain price for the horse, must provide reserve price form in registration office in QREC and will not accept any price determination after 1/2/2022.

#### **Important Notes**

1. Organizing committee will not bear any responsibility towards any vendor or purchaser for any procedure related to the Sale, as the Organizer's responsibility is limited to the organisation of sale only.

2. Organizing committee will not bear any responsibility for any dispute, which may arise between the original owner (vendor) and the new owner (purchaser). The conditions of the Sale shall apply to any disputes.

3. The minimum starting price of a horse is QAR 2000, with the exception of mixed breeds.

