

# Goffs Repository - Terms & Conditions of Use

## **1 INTRODUCTION**

**1.1** Goffs repository is an online facility which allows Vendors, via their appointed veterinary surgeon, to upload X-rays and video endoscopies of catalogued Lots in advance of a Sale. Use of the repository is voluntary.

**1.2** Goffs repository is an online facility which allows Purchasers, via their appointed veterinary surgeon, to view X-rays and video endoscopies of catalogued Lots in advance of a Sale.

**1.3** Online access to the repository is for the exclusive use of veterinary surgeons who have registered with, and approved by, Goffs and agree to be bound by these Terms and Conditions.

**1.4** The uploading and inspection of X-rays and video endoscopies, and the use of the repository, do not affect the Conditions of Sale which continue to be binding upon the Vendor and the Purchaser, nor does such uploading, inspection or use create any additional expressed or implied warranties upon which either the Vendor or the Purchaser can rely.

**1.5** Goffs does not review the information and therefore makes no warranty or guarantee of any kind concerning the authenticity, completeness, quality or accuracy of the information uploaded onto its online repository. Goffs shall not, under any circumstances, accept liability for information that is incomplete, or is of poor quality or does not correspond to the correct Lot.

**1.6** Goffs accepts no responsibility for any information uploaded to the online repository that may become damaged or lost.

**1.7** Goffs reserves the right to add to, alter or otherwise modify these Terms and Conditions, in which case veterinary surgeons registered to use the repository may be required to register again and agree to be bound by the updated Terms and Conditions.

**1.8** Telephone calls and photography are not permitted in the repository room.

**1.9** Goffs reserves the right to block and/or suspend a veterinary surgeon's access to the Goffs online repository if they do not respect the Terms and Conditions of use.

**1.10** In the event of any dispute in relation to the use of the repository arising between the Vendor and the Purchaser, or a veterinary surgeon acting on their behalf, Goffs decision shall be binding on all parties.

## **2 VENDORS AND VENDORS' VETERINARY SURGEONS**

**2.1** The Vendor is under no obligation to provide X-rays and Video endoscopy for a Lot.

**2.2** If a Vendor instructs a veterinary surgeon approved by Goffs to upload X-rays and/or Video endoscopies of a Lot onto the Goffs repository, that information will

be made available for inspection to veterinary surgeons approved by Goffs, subject to these Terms & Conditions. 2

**2.3.1** X-rays uploaded to the repository must be taken no earlier than 28 days before the first day of the sale except in the case of horses-in -training which should be taken not earlier than 14 days prior to the Sale.

**2.3.2** Video endoscopies uploaded to the repository must be taken no earlier than 21 days before the first day of the sale. In the case of a horse-in-training should not be taken earlier than 10 days prior to the sale.

**2.4** X-rays and Video endoscopies may be uploaded to the repository by a veterinary surgeon authorised by the Vendor no earlier than fourteen (14) days prior to the day on which the Lot is due to be sold, and no later than 8.00 a.m. two (2) days prior to the day on which the Lot is due to be sold. Repository information submitted later than this time will only be accepted at Goffs discretion.

**2.5** Uploads to the repository should be one of the following (X-rays shall only be accepted in DICOM format):

- (a)** A full radiographic study of a horse, to comply with the veterinary protocol advised for the sale at which the horse is presented.
- (b)** X-ray(s) of a particular injury site, which may be accompanied by a veterinary note.
- (c)** Video Endoscopies.
- (d)** Veterinary report (PDF format).

**2.6** X-rays and Video endoscopies for every Lot must indicate the Lot number, name of horse or dam, microchip number, year of birth, date of X-ray, veterinary practice and/or the veterinary surgeon. X-rays, Video endoscopies and any veterinary certificates should comply with any veterinary protocol recommended for the sale in which the Lot is entered.

**2.7** Microchip numbers are provided by Goffs for each lot on the online repository. It is the responsibility of the Vendor's veterinary surgeon to confirm the identity and microchip number of the Lot for which information is being uploaded. Goffs shall not accept any liability for a mistake on the microchip number listed on its repository.

**2.8** X-rays, Video endoscopies or other information that have been uploaded for inspection on the Goffs repository may not be removed or altered or added to without the permission of Goffs. If any information is removed, altered or added to with the permission of Goffs, any veterinary surgeon who has previously viewed information for the said Lot will be notified.

**2.9** At their discretion, Goffs may upload X-rays and Video endoscopies of a Lot on behalf of the vendor. Goffs accept no responsibility for the authenticity, completeness, quality or accuracy of the veterinary material uploaded by them on behalf of the Vendor which will remain the responsibility of the Vendor and their veterinary surgeon

**2.10** Online access to X-rays, Video endoscopies or other information of a Lot will cease after the Lot has been sold. However, access to information concerning Lots

which have either been unsold or bought back may continue until a private sale is agreed, or until the end of the session, unless otherwise requested by the Vendor.

**2.11** Goffs will retain all uploaded information for a minimum of three (3) months following a Sale and reserve the right to retain any uploaded information for such length of time that it considers appropriate. This information may be made available to both the Vendor and the Purchaser, at Goffs discretion.

### **3. PURCHASERS & PURCHASERS' VETERINARY SURGEONS**

**3.1** The Purchaser acknowledges that the Vendor is under no obligation to provide X-rays and/or Video endoscopy for a Lot. If a Lot's X-rays and Video endoscopy are not uploaded to the repository, the Purchaser shall have no recourse against the Vendor for any latent or apparent defect outside the scope of the Terms & Conditions of Sale.

**3.2** Veterinary surgeons agree to guarantee confidentiality when viewing information on the Goffs repository and not to allow non-registered persons to view information.

**3.3** Veterinary surgeons should only share information with their client and not provide information or advice to a third party.

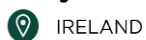
**3.4** Any veterinary surgeon who uses the repository undertakes not to modify or interfere with the functioning of the repository or of the material made available.

**3.5** Any veterinary surgeon using the repository on behalf of a Purchaser undertakes to do so in a professional and ethical manner with regard to their client(s), the Vendors and Goffs.

**3.6** Any veterinary surgeon who uses the online repository on behalf of a Purchaser undertakes to disclose the name of the client(s) on whose behalf he is viewing images, which will be forwarded by Goffs to the Vendor.

For any further assistance or information with regard to the Goffs online repository, please contact:

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