HORSE PURCHASE DISPUTE CAN I RETURN THE HORSE?

Did you purchase the horse for a purpose outside of your trade, business, craft or profession (e.g. for a hobby or leisure)?

YES "Consumer Purchases"

Was the horse purchased from a "trader" (i.e. someone acting in connection with their trade, business, craft or profession), such as a horse dealer or other equestrian professional?

YES

Is the horse:

i. of satisfactory quality;

ii. reasonably fit for any purpose you made the seller aware you were purchasing it for; and

iii. as described by the seller?

NO

You do not have a claim under the Consumer Rights Act 2015.

NO

As you have purchased from a private seller, you cannot reject the horse under the Consumer Rights Act 2015. The Latin maxim "caveat emptor" (let the buyer beware) applies.

NO "Trade Purchases"

Did the seller act in the course of a business (e.g. as a horse dealer)?

YES

The **Sale of Goods Act 1979** implies terms into the contract that the horse should:

i. be of satisfactory quality;

ii. be reasonably fit for any purpose you made the seller aware you were purchasing it for; and

iii. match any description given.

Does the horse comply with these requirements?

NO

You do not have a claim under the **Sale of Goods Act 1979**.

YES

NO

The Latin maxim "caveat emptor" (let the buyer beware) applies. The Sale of Goods Act 1979 only implies a term that the horse should match any description given.

Does the horse match the description given by the seller?

YES

NO

You can reject the horse under the **Consumer Rights Act 2015**. You have 30 days to reject the horse. After this, you must allow the seller at least one opportunity to repair or replace the horse before rejecting it. Please see our article **"Horse Purchase Disputes & The Consumer Rights Act"** for how to give notice to reject. This right to reject does not prevent you from also seeking alternative or additional remedies. For example, you may also be able to claim damages for the cost of keeping the horse etc.

Whether or not you have a claim under the Consumer Rights Act or Sale of Goods Act, you should also check if you have a claim under the terms of the horse purchase contract. You may also have a claim in misrepresentation if a false statement of fact made by the seller induced you to enter into the contract.

Under the Sale of Goods Act 1979 you may have the right to rescind (cancel) the contract, return the horse and receive a full refund together with damages for the cost of keeping the horse.

Note: Every horse purchase is different and has its own unique factors. Reliance should not be placed on this flow diagram in substitution for taking legal advice specific to your particular circumstances.

If you have sold or purchased a horse and a dispute has arisen, then please contact our equine law specialists.

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