



BHA COLOURS “VINTAGE COLOURS” TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 From time to time the BHA may organise Colours “Vintage Colours” Sales.
- 1.2 By participating in Colours “Vintage Colours” Sales, all participants will be deemed to have accepted these terms and conditions in full.

2. ELIGIBILITY

- 2.1 To be eligible to participate in a “Vintage Colours” Sale as a vendor, owners must have Colours that are currently registered and that have been registered for at least five years.
- 2.2 Purchasers need not be a BHA registered owner to be eligible to participate in a “Vintage Colours” Sale.

3. GENERAL CONDITIONS

- 3.1 Any Colours sold will be sold with a description of the design and shades. This description will not include items such as “cherished”, “distinctive” or “historic”, which are felt to be misleading to a purchaser.
- 3.2 A purchaser of Colours in a “Vintage Colours” Sale is only purchasing the right to register the Colours and does not purchase any kind of ownership right in such Colours.
- 3.3 Where a vendor has second Colours of the same design, distinguishable only by the cap, these second Colours must be lapsed following a successful sale at a “Vintage Colours” Sale.
- 3.4 If a set of Colours does not sell as part of a “Vintage Colours” Sale within eight weeks of publication on the BHA site, the BHA reserves the right to remove the Colours from the “Vintage Colours” Sale. Any subsequent relisting of the Colours will be at the sole discretion of the BHA.

4. COLOURS SALE CHARGES

- 4.1 In order to participate in a “Vintage Colours” Sale, a flat fee of £250 (+VAT) is payable by the vendor to the BHA in the event that the Colours are sold. This fee includes the Colours transfer fee, if the Colours are successfully sold.
- 4.2 This fee will be deducted by the BHA from the purchase price before crediting the vendor’s account.
- 4.3 Where the purchaser is already a registered owner of the BHA, the purchase price will be processed by the BHA either from the purchaser’s BHA Account or Weatherbys Account or via bank transfer to the BHA.



4.4 Where the purchaser is not already a registered owner, the purchaser will be required to make payment by bank transfer to the BHA.

4.5 No payment will be made to the vendor until payment is successfully received by the BHA, in cleared funds, from the purchaser.

5. LIABILITY

5.1 If the BHA fails to comply with these terms and conditions, the BHA is responsible for loss or damage to the participant that is a foreseeable result of the failure to comply or the BHA's failure to use reasonable care and skill. The BHA is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is either obvious that it will happen or if, at the time the terms and conditions were entered into, both the participant and the BHA knew it might happen.

5.2 Except as otherwise required by applicable law, the BHA accepts no responsibility or liability for any offer for purchase or sale which for technical or other reasons is unsuccessful.

6. GENERAL

6.1 For questions regarding "Vintage Colours" Sales, please email colours@britishhorseracing.com.

6.2 The BHA reserves the right to extend, withdraw, alter or suspend any "Vintage Colours" Sale or these terms and conditions for any reason.

6.3 All personal data submitted in connection with a "Vintage Colours" Sale will be processed by the BHA and its data processor, Weatherbys Limited, for the purposes of administering and managing the "Vintage Colours" Sale and verifying the eligibility of each participant. The BHA will not use any personal data for any other purposes without the consent of the relevant participant. For existing registered owners, please refer to the Owners Privacy Notice for further details on how the BHA processes your personal data. For purchasers that are not registered owners, please refer to the BHA Data Privacy Notice for further details on how the BHA processes your personal data.

6.4 These terms and conditions, and any dispute or claim arising out of or in connection with them, are governed by English law and you can bring legal proceedings in respect of the "Vintage Colours" Sale and these terms and conditions in the English courts.

6.5 The BHA means the British Horseracing Authority Limited of 75 High Holborn, London, WC1V 6LS.