

Thinking of buying a horse? Here's how to avoid a dispute with the seller.



Disputes over the sale of a horse or pony are quite common and can be costly as well as stressful. To avoid a dispute, you need to be aware of your rights and obligations before you start the buying process.

The first thing to mention is that there are different rights and obligations depending on whether you buy from a trader, or privately from another individual.

When buying from a trader the Consumer Rights Act 2015 applies, provided you're buying as an individual rather than on behalf of a business. Under this Act, the horse is treated in the same way as any other product, like a car for example, and must be of a satisfactory quality, fit for purpose and as described in the advert. If it doesn't meet these requirements, you're entitled to reject the horse within 30 days and receive a full refund.

However, to minimise the risk of a dispute, it's in your interests to make the trader aware of what you want the horse for (show jumping, for example) and its quality in terms of age and physical attributes.

If you're buying from a private seller the Consumer Rights Act doesn't apply. This means it's up to you to get all the relevant information about the horse from the seller before deciding to buy. While you have fewer rights when buying privately, you may still have some protection under the law of misrepresentation. This applies if the seller made a statement about the horse before you bought it, which later turned out to be untrue.

If you're thinking about buying a horse and would like to talk through the legal aspects, why not call the Harry Hall legal helpline? It's available to all Gold members with an active policy.