

businesscompanion

trading standards law explained

Buying & selling of livestock

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This guidance is for England

If you are buying livestock it is in your interest to ensure that you are purchasing what you want and know exactly what it is.

It is important that you know the health status of your own herd / flock and that of any animals being purchased. If at all in doubt you should take advice from your veterinary surgeon. In most cases, incoming stock should be isolated / quarantined in accordance with veterinary advice.

If you are selling livestock, it is your responsibility to ensure that any form of representation (including advertising) that is made in connection with the livestock, in order to promote the supply or transfer of the livestock, is true.

Buying livestock

If you are buying livestock it is in your interest to satisfy yourself about such matters as the identity, breed, sex, age, pedigree, farm-assured status and health status before agreeing to purchase.

If in doubt about any information concerning the animal you must ask the seller.

Do not make assumptions and ensure you ask enough questions to know exactly what you are getting. You must be told the truth, but if you don't ask you may not find out until it is too late.

Criminal law & the health status of traded production animals

Diseased animals

Diseased animals must be fit to be transported and, if intended for slaughter, the animals must be accompanied to the slaughterhouse by a food chain information (FCI) declaration detailing any signs of abnormality, completed by the owner or person in charge of the animal, as required by the Food Hygiene (England) Regulations 2013 and EU Regulation (EC) No 853/2004 *on the hygiene of foodstuffs*.

Note: all animals - not just diseased ones - intended for slaughter need to be accompanied by a FCI; however, this requirement is particularly important when diseased animals are sold to go direct to slaughter so that both buyer and seller are clear about their condition.

See also '[Food chain information \(FCI\)](#)'; there are no set formats for FCI declarations but this guide contains a link to suggested formats from the Food Standards Agency (FSA).

Sale by auction through a market

It is an offence under the Welfare of Animals at Markets Order 1990 for a person (including the owner or person in charge of the animals, and the auctioneer and their company) to permit an unfit animal to be exposed for sale in a market. 'Unfit' includes infirm, diseased, ill, injured or fatigued animals.

Sale by private treaty

Misdescribing animals is an offence under the Business Protection from Misleading Marketing Regulations 2008. Regulation 3 says advertising is misleading that: *'in any way, including its presentation, deceives or is likely to deceive the trader to whom it is addressed or whom it reaches; and by reason of its deceptive nature, is likely to affect their economic behaviour; or for those reasons, injures or is likely to injure a competitor'*.

More information on the Business Protection from Misleading Marketing Regulations 2008 can be found in '[Business-to-business marketing](#)'.

A similar offence exists under the Consumer Protection from Unfair Trading Regulations 2008 for misdescribing animals where the purchaser is not a business. Regulation 3 prohibits unfair commercial practices. More information on these Regulations can be found in '[Consumer protection from unfair trading](#)'.

Civil law & the health status of traded production animals

When you buy goods from a trader (for example, a farmer) a contract is entered into. The law gives you certain implied (in other words, automatic) statutory rights under this contract.

The Sale of Goods Act 1979 says that goods should be:

- **of satisfactory quality.** Livestock sold must meet the standards that any reasonable person would expect, taking into account the description, price and all other relevant information, including in particular that they are in a healthy state to be legally sold
- **fit for purpose.** Livestock is generally sold for a particular purpose - for example, breeding, fatstock, as

sporting animals, etc - and must be in a condition that allows them to fulfil that purpose. They must also be fit for any specific or particular purpose the buyer makes known to the seller at the time of the agreement

- **as described.** Livestock sold should correspond with any description applied, in particular breed, heritage, age, etc

If any of the above are not met then there is a breach of contract and redress is possible. Consequential loss can also apply.

However, when you buy goods from a private individual you do not have the same rights as when buying from a trader. The legal principle of *caveat emptor* ('buyer beware') operates. You have no rights to expect that goods be of satisfactory quality or fit for their purpose, but there is a requirement that they should be 'as described' and that the seller has the legal right to sell them (is the owner, for example). You should check goods thoroughly before you buy them.

The Sale of Goods Act 1979 applies to sales between businesses. Where the sale is from a business to an individual the Consumer Rights Act 2015 will apply; please see '[The sale & supply of goods](#)' for more information.

Remedy for misrepresentation

Misrepresentation may be actionable where there is a materially false statement of fact made by one party (or their agent) that is intended to, and does, induce the other party to enter the contract. A statement may be made in writing, orally or even by conduct (making the goods tell a lie about themselves). A mere statement of opinion, provided it is genuinely held, is not a statement of fact. However, a statement of opinion by someone in a position to know the facts will be regarded as a statement of fact.

Advertising puff is not a statement of fact. The distinction between a trader's puff and a statement having legal significance is a fine one.

There are two remedies for misrepresentation:

- **rescission.** This means the contract is treated as though it had never existed. The other party can rescind (cancel) the contract and both parties must be put back in the position they were in before the contract was entered into
- **damages.** Damages (that is, financial compensation) may be claimed for any direct expenses that may have been incurred. They may be claimed on their own or in addition to rescission

Terms & conditions

If you are buying livestock for commercial purposes then it is likely that you will be entering into a business-to-business transaction, which means the seller can put restrictions into the terms and conditions of the contract. However, these restrictions would only apply if they were fair under the Unfair Contract Terms Act 1977.

Selling livestock

If you are selling livestock it is your responsibility to ensure that any form of representation (including advertising) made in connection with the livestock, in order to promote the supply or transfer of the livestock, is true.

Representation includes such things as identity of the animal, its ear tags, passport, date of birth, pedigree certificate, milk records, breeding records, health status, history, farm-assurance status, and any description you apply to the animals. Thus any information given by you or in any document - for example, sale entry form or FCI declaration - must be true.

What you say must be true - it is a criminal offence to mislead.

Penalties

Failure to comply with trading standards law can lead to enforcement action and to sanctions, which may include a fine and/or imprisonment. For more information please see '[Trading standards: powers, enforcement & penalties](#)'.

Key legislation

[Unfair Contract Terms Act 1977](#)

[Sale of Goods Act 1979](#)

[Welfare of Animals at Markets Order 1990](#)

[Enterprise Act 2002](#)

[EU Regulation \(EC\) No 852/2004 on the hygiene of foodstuffs](#)

[Business Protection from Misleading Marketing Regulations 2008](#)

[Consumer Protection from Unfair Trading Regulations 2008](#)

[Food Safety and Hygiene \(England\) Regulations 2013](#)

[Consumer Rights Act 2015](#)

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Please note

This information is intended for guidance; only the courts can give an authoritative interpretation of the law.

The guide's 'Key legislation' links may only show the original version of the legislation, although some amending legislation is linked to separately where it is directly related to the content of a guide. Information on amendments to UK legislation can be found on each link's 'More Resources' tab; amendments to EU legislation are usually incorporated into the text.



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authoritative interpretation of the law.

Though not marked as relevant for Northern Ireland, the advice and guidance that applies to England can be taken to reflect the 'spirit' of the law in NI, but should not be relied upon without professional advice.

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