businesscompanion
trading standards law explained

Buying and selling livestock

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Key legislation

Although the United Kingdom left the European Union (EU) in 2021, certain pieces of legislation (known as 'assimilated law') continue to apply until such time as they are replaced by new UK legislation, revoked or permitted to expire. This means that our guidance still contains references to legislation that originated from the EU.

In this guide, the words 'must' or 'must not' are used where there is a legal requirement to do (or not do) something. The word 'should' is used where there is established legal guidance or best practice that is likely to help you avoid breaking the law.

This guidance is for Scotland

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. If you are selling, it is important that you provide information to potential buyers, and that this information is true.

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.

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 sale of your livestock, in order to promote the supply or transfer of ownership, is true.

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

It is a criminal offence to mislead. This includes a business misleading the buyer by pretending to be a private seller to avoid their legal obligations. If you are in business and selling animals, you must declare (for example, in advertisements or when negotiating a sale) that you are a business or connected to a business.

Sale by auction through a market

It is an offence under the Welfare of Animals at Markets Order 1990 for any person (including the owner or person in charge of the animals, and the auctioneer and their company) to expose an animal for sale at a market if the animal is:

- unfit ('unfit' includes, infirm, diseased, ill, injured or fatigued)
- likely to give birth whilst it is there
- a lamb or goat kid with an unhealed navel
- a calf less than seven days old or that has an unhealed navel
- a calf, under 12 weeks of age, that has been brought to a market on more than one occasion in the previous 28 days

See 'Calves at market' for full details of associated restrictions for calves.

Misdescriptions

Misdescribing animals is an offence under the Business Protection from Misleading Marketing Regulations 2008. Regulation 3 says advertising is misleading that:

"(a) 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
(b) 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 Part 4, Chapter 1 of the Digital Markets, Competition and Consumers Act

2024 (DMCCA) - for misdescribing animals if the purchaser is not a business. Section 225 prohibits unfair commercial practices.

More information on the DMCCA can be found in 'Protection from unfair trading (criminal law)'.

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 you have doubts about any information concerning the animal, 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.

You must be at least 16 years old to legally purchase an animal.

Transport of livestock from the place of sale

When transporting livestock:

- animals must be fit for transport
- for journeys over 50 km the transporter must carry an animal transport certificate
- cattle must be accompanied by a valid cattle passport
- a movement document must always accompany the movement of sheep, goats, deer and pigs
- for journeys over 65 km the transporter must have the correct authorisation and certificate of competence

For more information see 'Transporting animals by road'.

Food chain information

Animals intended for slaughter must be accompanied to the slaughterhouse by a food chain information (FCI) declaration - detailing any veterinary medicine withdrawal periods that must be observed and any signs of abnormality - which must be completed by the owner or person in charge of the animal, as required by the Food Hygiene (Scotland) Regulations 2006 and assimilated Regulation (EC) No 853/2004 *laying down specific hygiene rules for food of animal origin*.

Note: this requirement is particularly important when diseased animals are sold to go direct to slaughter, ensuring that both buyer and seller are clear about their condition.

For more detail on FCI declarations, see 'Food chain information'.

Business-to-business contracts

Sale of Goods Act 1979

The Sale of Goods Act 1979 puts terms into a contract that do not need to be set out in writing or orally agreed, but still form part of a contract. When you buy goods from a trader (for example, a farmer), a contract is entered into and the seller must sell goods that are:

- **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 must correspond with any description applied, in particular breed, heritage, age, etc

Failure to meet these requirements results in a breach of contract and the buyer may be entitled to redress.

Unfair terms and conditions

If you are buying livestock for commercial purposes, 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 and satisfied the test of reasonableness under the Unfair Contract Terms Act 1977.

Business-to-consumer contracts

Where the sale is from a business to a consumer, the Consumer Rights Act 2015 will apply; please see 'Selling and supplying goods' for more information.

Private sales

When you buy goods from a private individual you do not have the same rights as when buying from a trader. You have no rights to expect that goods be of satisfactory quality or fit for their purpose, but there is a requirement that they must 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.

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 who is in a position to know the facts will be regarded as a statement of fact.

Civil remedies

If the livestock purchased is misdescribed, not fit for purpose or of satisfactory quality, then the buyer has the legal right to the following remedies:

- **rescission of the contract**. This puts both parties back in the position they were in before the contract was entered into
- **replacement**. The seller replaces the animal purchased with another of the same value
- **repair.** The seller pays for any treatment the animal requires
- **price reduction.** The seller gives a part refund
- **compensation for loss.** 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

The appropriate remedy depends on the circumstance of the sale - for example, if the breach of contract is so slight that it would be unreasonable to reject the animal, then it may not be possible to rescind the contract; in these circumstances damages or corrective action will be applicable.

If the parties involved are unable to settle an agreement, then the buyer might need to seek a remedy through the Sheriff Court. If the value of the claim is up to £5,000, then it will be dealt with using the 'simple procedure'. If it is above £5,000, then the ordinary cause procedure needs to used and legal representation in court will be essential.

More information on taking action is available on the Scottish Courts and Tribunals website.

Trading Standards

For more information on the work of Trading Standards services - and the possible consequences of not abiding by the law - please see 'Trading Standards: powers, enforcement and penalties'.

In this update

Changes made to reflect the coming into force of the Digital Markets, Competition and Consumers Act 2024 (Part 4, Chapter 1: 'Protection from unfair trading').

Last reviewed / updated: April 2025

Key legislation

- Unfair Contract Terms Act 1977
- Sale of Goods Act 1979
- Welfare of Animals at Markets Order 1990
- assimilated Regulation (EC) No 853/2004 *laying down specific hygiene rules for food of animal origin*
- Food Hygiene (Scotland) Regulations 2006
- Business Protection from Misleading Marketing Regulations 2008
- Consumer Rights Act 2015
- Digital Markets, Competition and Consumers Act 2024

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 go to the legislation.gov.uk website. The site usually updates the legislation to include any amendments made to it. However, this is not always the case. Information on all changes made to legislation can be found by following the above links and clicking on the 'More Resources' tab.

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