

TERMS AND CONDITIONS

1.0 DEFINITIONS

1.1 In these conditions the following terms have the following meanings unless inconsistent with the context.

"Auctioneers" means Nock Deighton Agricultural LLP, Livestock and Auction Centre, Tasley, Bridgnorth, Shropshire, WV16 4QR

"Commission" means the commission charged on sale of Lots in accordance with clause 2 below.

"Conditions" means the standard terms and condition of business set out in this document.

"Lots" means all machinery and all other items sold or intended to be sold in accordance with these conditions.

"Purchaser" means a person, firm or company who purchases Lots.

"Tender" means any person, firm or company who puts forward Lots intended to be sold at the sale.

"Sale" means a sale of the Lots by auction from time to time organised by the Auctioneers.

"Saleground" means The Livestock and Auction Centre, Tasley, Bridgnorth, Shropshire, WV16 4QR.

"Reserve Price" means the minimum price fixed by either the Auctioneers or the Vendor at which Lots are to be sold.

1.2 Except where the context otherwise requires words denoting the singular include the plural and vice versa words denoting one gender include all genders, words denoting persons include corporations and vice versa.

2.0 COMMISSION

2.1 Commission will be charged to the vendors on each lot as follows:

On Tractors, Combine Harvesters and other Vehicles sold over £2000 commission will be £100.00 per lot. All other lots up to £1000 at 10%, £1001 - £2500 at 5%. Thereafter

2.5% Minimum invoiced commission £10. (**There will be no buyer's premium charged**)

2.2 VAT at the standard rate will be charged on all commission.

2.3 Commission at the rate specified in clause 2.1 above together with charges as specified in 3 below shall be payable by the Vendor on all lots sold privately at the Saleground.

3.0 UNSOLD / NOT FORWARD LOTS

3.1 The Auctioneers reserve the right to charge on unsold and lots not forward as follows:

Items reserved at £100 or less - £1 Items reserved over £100 - £3

4.0 MOTOR VEHICLES.

Entries of motor vehicles will be at Auctioneers sole discretion.

5.0 HOUSEHOLD GOODS.

No household or domestic goods, nor any children's play equipment can be accepted for the sale.

6.0 VAT

6.1 It should be noted that all lots sold on behalf of non-registered vendors will be sold excluding VAT. Goods sold on behalf of vendors registered for VAT will be subject to VAT on the hammer price.

6.2 Value Added Tax at the standard rate will be charged on all lots unless otherwise announced at the time of the sale.

6.3 Value Added Tax will be refunded to overseas buyers where applicable, on receipt by the Auctioneers of proof of export and the buyer's VAT registration number.

7.0 WHEELS & TYRES.

All wheels and tyres abandoned on the Saleground 7 days after the sale will be disposed of and charged to the vendor at the following rates:

Car tyres - £5 each Other tyres - £10

8.0 ENTRY OF LOTS FOR SALE

8.1 All lots must be delivered to the Saleground in accordance with the terms of the Schedule set out on the Auctioneers entry form (copies of which are available from the Auctioneers' offices at the Saleground.

8.2 Unless otherwise agreed by the Auctioneers no entries can be accepted on the day of the sale.

8.3 In all cases where a lot is not forward for sale the Auctioneers shall be indemnified by the person entering such a lot for all expenses incurred in relation thereto and against all such claims from third parties as may arise.

8.4 All Reserve Prices must be set out in writing and handed to the Auctioneers' office 24 hours prior to the sale otherwise no responsibility can be accepted by the Auctioneers for errors in respect of Reserve Price.

8.5 All Lots brought into the Saleground must be offered for sale by auction and must not be sold privately before the sale. In the event that any private transactions take place following a sale whilst the Lots remain in the Saleground they must be notified to the Auctioneers. Such transactions will be treated as a Sale of the Lots by the Auctioneers and these conditions will apply PROVIDED THAT such lots will be deemed to have been sold without any warranty and Clauses 16.4, 16.5, 16.7 and 17 of these Conditions shall not apply.

8.6 If a Lot remains unsold following the sale for which it has been entered and remains on the Saleground the Auctioneers reserve the right to sell such a Lot at the Reserve Price without further consultation with the Vendor and deduct the handling and storage charges at the rate of £2 per Lot per week.

9.0 RESERVE PRICE AND BIDDING.

9.1 The Auctioneers and / or Vendor reserve the right to fix a Reserve Price for any Lot.

9.2 Vendors reserve the right to bid through the Auctioneers as their Agents, and shall only bid through them. NO VENDOR SHALL IN ANY CIRCUMSTANCES WHATSOEVER BID OR ALLOW ANYONE ELSE TO BID ON HIS BEHALF FOR ANY LOT OWNED BY SUCH VENDOR, save that this restriction shall not be extended to lots being sold on a dissolution of partnership. Should any improper bidding be discovered, full commission will be charged on any lots brought in.

9.3 The Auctioneers may without giving any reason refuse to accept the bidding of any person. In the case of a dispute as to any bid, the Auctioneers may forthwith determine the dispute or put up the lot again at the last undisputed bid or withdraw the Lot.

9.4 No person may advance less at a bid than a sum to be named from time to time by the Auctioneers nor be allowed to retract a bid. Under no circumstances will any bid of less than £100 be accepted.

9.5 The highest bidder for each lot shall be the Purchaser of that Lot.

9.6 In the event of any dispute or any item being sold below the reserve price, the Auctioneers shall annul the sale and/or re-offer the Lot on the sale day.

10.0 VENDORS / PURCHASERS RISKS.

10.1 All Lots are accepted and remain on the Saleground at the vendor's risk.

10.2 Each Lot shall be sold at the sole risk of the purchaser on the fall of the hammer.

10.3 It is the sole responsibility of all vendors to check with the Auctioneers whether or not their Lots have been sold

11.0 EXCLUSION OF LIABILITY.

11.1 The Auctioneers shall not be liable for any expense, loss claim or proceedings in any respect of any loss or damage whatsoever to any property real or personal (including Lots) whether incurred before, during or after the sale.

11.2 The Auctioneers shall not be liable for any expense, loss claim or proceedings in any respect personal injury to or death of any person arising out of or in the course of or caused by the Sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

12.0 COMMISSIONS TO BUY.

The Auctioneer will undertake commissions to buy provided that they are made in writing to the Auctioneers' office prior to the commencement of the sale, but accept no liability to intending purchasers in the case of error arising out of such commissions. In the event of tied commission or other bids the Auctioneers reserve the right to increase the first commission by one bid to secure the lot unless specifically instructed otherwise.

13.0 PAYMENT.

13.1 All purchases shall be paid for on the day of the sale direct to the Auctioneers before removal and no lot is to be removed without the written authority of the Auctioneers. Cheques will not be accepted unless prior arrangements with the Auctioneers have been made. Where a purchaser defaults in payment, the Auctioneers reserve the right to re-sell the lot and to charge the Purchaser with any expenses and loss incurred by reason of the failure of the Purchaser to complete his purchase. The Auctioneers reserve the right to charge interest at the current bank overdraft rate on any outstanding accounts from the day of sale unless special arrangements have been made with the Auctioneers in this respect.

13.2 Transfers of purchases will only be recognised at the sole discretion of the Auctioneers.

13.3 Every purchaser shall leave his full name, address and telephone number at the Auctioneers office whether he intends to remove his purchases on the day of the sale or not.

14.0 REMOVAL OF LOTS FROM SALEGROUND

14.1 All Lots whether sold or unsold may not be removed from the Saleground without a receipted invoice or a pass for the removal of Lots. Passes can be obtained from the Auctioneers' office. No vehicles will be allowed onto the Saleground without either a receipted invoice or a pass for removal. All Lots must be checked out by the Gateman. All Lots purchased must be cleared from the Saleground within 7 days of the date of the sale in which they were purchased.

14.2 All Lots remaining unsold and Lots which the Auctioneers have requested the Vendor to collect, must be cleared from the Saleground within 7 days of the Sale in which they were last entered or within 7 days of such request from the Auctioneers to collect the Lots.

14.3 The Auctioneers reserve the right to sell entirely without reserve, by auction at the next or at any future sale, or dispose of any lot privately, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 14.3 above, unless they have received and accepted a satisfactory explanation from the Purchaser or Vendor as to why the Lot remains in the saleground. The Auctioneers reserve the right to charge for handling and storage at the rate of £2 per lot per week, not withstanding clause 8 above.

15.0 DESCRIPTION

15.1 The descriptions are supplied by the Vendors who alone are responsible for details and accuracy. The Auctioneers will not be answerable in respect of any errors, which may occur in the Catalogue. Each Lot is sold with all faults, imperfections and errors of description and the Auctioneers are not responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot.

15.2 Any lot in the sale marked with a lot number followed by an 'x' denotes that the description of that particular lot is different from the original Lot as shown in this catalogue.

This may be either a replacement of the original as catalogued or an alteration of the description and / or withdrawal of any warranty. Therefore, any times marked with a Lot number followed by an 'x' must not be connected with the original Lot number in the catalogue and its description will be absolutely as given out by the Auctioneer at the time of Sale. The addition of an 'x' to a Lot will cancel the original entry as shown in the catalogue.

15.3 The Vendor is reminded that under the terms of the Trades Description Act 1968 the Vendor of any Lots to which a false description is applied may be guilty of criminal offence by fine or imprisonment.

16.0 WARRANTY

16.1 Unless a warranty is given in the catalogue or at the time of sale, the lots are sold as they stand with all faults, imperfections and errors of descriptions or otherwise. The purchaser shall be deemed to have inspected the lots he buys. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any lot, unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

16.2 Vehicles and trailers may not be immediately road worthy or may be of such design as will not, without alterations, comply with the provisions of Road Traffic Acts or Regulations. The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicles or trailers for obtaining all certificates, permits or other authorisations necessary before such vehicles or trailers can be used on the road.

16.3 Implements and machinery may not immediately comply with the provisions of Safety Health and Welfare Acts and Regulations. The purchaser shall undertake to comply with such Acts and Regulations.

16.4 Items described as being in working or running order or condition shall not have defect which renders it incapable of the reasonable work for which it is intended and must be capable of performing such work.

16.5 Items described as being in good working or running order or condition shall be mechanically sound and capable of performing the work for which it is intended.

16.6 No item shall be returnable for any description or warranty other than that effecting its working, running or mechanical condition.

16.7 Items described, as straight from work, recently overhauled etc. or similar description shall be deemed a warranty and are capable of performing the work for which it is intended.

17.0 COMPLAINTS

17.1 Any purchaser disputing the accuracy of any description alleging breach of warranty of the Lot purchased shall notify the Auctioneers as soon as practicable and no later than 12.00 noon on Tuesday following the sale at which the Lot was purchased and shall return such Lot to the Saleground not later than seven days following such sale together with a competent engineer's report setting out full details of the defect alleged. The net proceeds of the sale shall be held by the Auctioneers and they shall be under no obligation to account to the vendor until they are satisfied that such dispute has been settled.

17.2 The Auctioneers will notify the Vendor of the alleged mis-description or breach as soon as reasonably practicable. If the Lot is returned in accordance with clause 17.1 above the vendor shall furnish a competent engineer's report to the Auctioneers within 4 days of notification of return from the Auctioneers. If such report confirms the defects alleged in the Purchaser's engineers report the sale shall be rescinded, the Lot shall be returned to the vendor and the Auctioneer's shall reimburse to the purchaser the full purchase price. Notwithstanding the rescission of sale, the Vendor shall be liable to pay to the Auctioneers a sum representing the Commission that would have been payable to the Auctioneers if the sale had not been rescinded. If such report does not confirm the defect alleged in the Purchaser's engineers report, or in the event of the Vendor failing or refusing to supply an engineers report within 4 days of notification of return of the Lot the Auctioneers may refer the matter to such person that they think fit to act as arbitrator in accordance with clause 17.4 below.

17.3 No lot shall be subject to the complaint procedure unless paid for on the day of the sale and any such payment subsequently stopped or dishonoured shall not constitute payment.

17.4 The Auctioneers may appoint as arbitrator any person including but without limitation any directors of the firm or any person in its employment whose decision shall be final and binding on the Vendor and the Purchaser.

17.5 In the event that any sale is rescinded in accordance with clause 17.2 above and the Purchaser has incurred transport costs the Vendor shall reimburse the Purchaser for such reasonable transport costs and in addition shall reimburse the Purchaser for the reasonable costs of the Purchaser's engineer's report.

17.6 For the avoidance of doubt the costs referred to in clause 17.5 above shall be recoverable from the Vendor and not from the Auctioneer.

17.7 The Auctioneers act solely as agent between the Vendor and Purchaser and in the event of a dispute or refusal to pay or non-payment on the part of the Purchaser, they may at their discretion, annul and cancel the sale of such lot or lots.

18.0 PAYMENT TO VENDORS

18.1 Vendors shall be entitled to receive the purchase price of any lot or lots sold on the 8th day after the sale, provided that the Auctioneers shall have received the same amount. That the complaints procedure shall not have been invoked by or on behalf of Purchaser, when payment of what is due will be made to whom it is due as soon as practicable by the Auctioneers after settlement of the complaint and:

18.2 That in the event of any acknowledged debt of the vendor being owed to the Auctioneers, the latter shall have the right to set off such debt against the proceeds of the sale.

18.3 Payment shall be withheld for tractors and vehicles sold until a registration book, or certificate of non-registration is received.

19.0 LOADING / UNLOADING SERVICES

19.1 A forklift is available free of charge to assist with the loading / unloading of lots. These facilities are provided at the risk of the Vendor or Purchaser who must be responsible for supervision. The auctioneers accept no liability whatsoever. Vendors and purchasers are reminded that the forklift will only be available 4 days prior to a sale and the 4 days following a sale.

20.0 HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO FARM SAFETY.

The purchaser of any lots is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

21.0 AUCTIONEERS AS AGENTS FOR VENDOR.

The Auctioneers sell as Agent for Vendor and as such are not responsible for any default by the Vendor or Purchaser.