



**Name for Payment:**.....

**Address:**.....

**Contact Number:**.....

**Email Address:**.....

**VAT:**      Yes    No                      VAT Number .....

## Terms and Conditions of Sale

**1. COMMISSION:** Charged to vendors on each lot as follows:

**All Tack Entries** - 15% with £2 minimum per lot. **UNSOLD LOTS** will incur a £2 entry fee charge

**All Horse Entries** - 6%. Entry fee of £25 per Horse. This is Fully Refundable if the horse is sold

**2. BUYERS PREMIUM:**

All purchases will be subject to the following buyers premium of 5% with a minimum of £1 and a maximum of £250

**3. VAT:** a) Value Added Tax at the standard rate will be charged on all lots except those announced at the time of sale. Any registered vendor trading goods under the General Margin Scheme and requiring the goods to be sold under the Auctioneers Scheme must enter such goods on a separate form clearly stating that they are to be sold under the respective schemes.

**4. PRIVATE SALES:** a) No lot entered or advertised for sale by the Auctioneers should be sold by the owner privately within 10 days prior to the commencement of the sale for which the lot has been entered or advertised. b) 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 there to and against all such claims from third parties as may arise. c) If any lot is sold privately subsequently on the sale ground, the sale must be booked in through the Auctioneers' office and the terms and conditions of sale will apply and commission will be charged. d) The Auctioneers reserve the right to sell privately at the reserve price any lot remaining on site after the auction without further consultation with the Vendor.

**5. RESERVES:** Reserves shall be given in writing to the Auctioneers before the advertised time for the commencement of the sale. Vendors reserve the right to bid through the Auctioneers as their Agents, and shall only bid through them. Should any improper bidder be discovered, full commission will be charged on any lots bought in. The Auctioneers reserve the right to sell any lot at 10% less than the reserve price.

**6. ENTRY & REGISTRATION** – a) All entries must be stated on the entry form. b) Unless otherwise agreed by the Auctioneer no entries can be accepted on the day of sale. c) All purchasers must be registered with the Auctioneers.

**7. VENDORS/PURCHASERS RISKS:** a) All lots are accepted and remain on the sale ground entirely at the Vendor's risk. b) On the fall of the hammer all lots remain on the sale ground entirely at the purchaser's risk. No liability is accepted for loss or damage whatsoever.

**8. EXCLUSION OF LIABILITY:** The Auctioneers shall not be liable for any expenses, loss, claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including all lots) whether incurred before, during or after the sale.

**9. COMMISSIONS TO BUY:** The Auctioneers will undertake commissions to buy provided that they are made in writing to the Auctioneers' office prior to the commencement of sale, but accept no liability to intending purchasers in the case of error arising out of such commissions.

**10. BIDDING:** The highest bidder shall be the Purchaser and any dispute which arises shall be settled by the Auctioneer who shall regulate the bidding and have the right to refuse a bid.

**11. PAYMENT:** a) All purchases shall be paid for on the day of the sale direct to the Auctioneers before removal and no lot 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 to complete his purchases. The Auctioneers reserve the right to charge interest at the current bank overdraft rate of any outstanding accounts from the day of sale unless special arrangements have been made with the Auctioneers in this respect. b) Transfers of purchases will only be recognised at the sole discretion of the Auctioneers. c) Every Purchaser shall leave his full name and address at the Auctioneers' office whether he intends to remove his purchases on the day of the sale or not.

**12. DELIVERY & REMOVAL OF LOTS:** All lots shall be delivered to the sale by 9am on Saturday (the day of the sale). It is imperative that all items are removed the day of the sale. All items remaining after this are left at the owners risk.

**13. DESCRIPTION:** The descriptions are supplied by the Vendors who alone are responsible for details and the Auctioneers will not be answerable in respect of any errors which may occur in the catalogue or sale sheets. 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.

**14. WARRANTY:** a) 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 they buys.

**15. ELECTRICAL ITEMS :** Any electrical equipment offered for sale must have passed a PAT test, (tested by a qualified Electrician), within the 7 days prior to the sale and accompanying certification must be given to the auctioneers prior to the sale date.

**16. COMPLAINTS:** a) If the Auctioneer receives a complaint in writing by 5.00pm on Monday following the date of the sale the net proceeds of 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 b) 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.

**17. PAYMENT TO VENDORS:** Vendors shall be entitled to receive the purchase price of any lot or lots sold 10 working days after the sale, provided that the Auctioneers shall have received the same and: a) 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 sale.

**Declaration:** I declare that the above items entered are my own property and I also agree to the above terms and conditions of sale. I also agree that the items listed have no hire purchase or loan finance payments outstanding on them.

Signed: ..... Date: .....

All entry forms should be returned to: Market Drayton Market Ltd, Barbers Auctions, The Agricultural Centre, Adderley Road, Market Drayton, TF9 3SW. Office – 01630 652926 Email – r.lokier@barbers-auctions.co.uk