# BI-MONTHLY COLLECTIVE MACHINERY & IMPLEMENT SALE VENDOR ENTRY FORM

**FRIDAY 13 NOVEMBER 26'** Auction of Agricultural Machinery, Implements, Plant & Equipment

**Sale (1/2/3) …… Computer Number ……**

| Lot Number | Model/Description | Comments | Reserve |
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**MARKET DRAYTON MARKET LTD**
**Barbers Auctions**
**The Agricultural Centre**
**Adderley Road**
**Market Drayton TF9 3SW**

**T - 01630 652926**
E – r.lokier@mdm-auctions.co.uk


**SALE TIMES**

**SALE 1 – 10am Sale 2 – 11am**

**Sale 3 – After Sale 2**

**VAT REGISTERED?**

YES NO

**VAT NUMBER**

……

**NAME FOR PAYMENT …… ADDRESS ……**

**CONTACT NUMBER …… MOBILE NUMBER …… EMAIL ……**

# Terms and Conditions of Sale

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

**Sale 1: Small tools & sundries** – 15% with £2.50 minimum per lot.
**Sale 2: Equipment & Implements etc** – 10% with £5.00 minimum per lot.
**Sale 3: Plant, Machinery, Tractors & Vehicles**:
Up to £1,000 = 10%, £1,001 + = 7%, with £10.00 minimum per lot.

**UNSOLD LOTS:** will incur a £5 entry fee charge

**2. BUYERS PREMIUM:**
Sale 1: 5% with a minimum of £1 + VAT per lot
Sale 2: 5% with a minimum of £2 + VAT per lot
Sale 3: 2% with a minimum of £5 + VAT per lot and a max of £100 + VAT per lot

**3. VAT:** a) Value Added Tax at the standard rate will be charged on all lots except those announced at the time of sale. b) All lots sold on behalf of non registered vendors will be sold under the VAT Auctioneers Margin Scheme unless written instructions are written to the contrary. 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. WHEELS, TYRES & GLASS** No car or Light commercial vehicle wheels or tyres can be accepted for sale. Heavy goods, agricultural, tractor or plant wheels and tyres can be accepted for sale providing there is a minimum tread of 75% left.All wheels and tyres abandoned on the sale ground 5 days after the sale will be charged to the vendor at the following rate: £25 each. We can not accept any glass effects such as windows and doors of any description.

**5. 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 thereto 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.

**6. 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.

**7. 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 .

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. DELIVERY & REMOVAL OF LOTS:** All lots shall be delivered to the sale yard by 3pm on Thursday (the day before the sale). It is imperative that all items are removed within 2 days of the sale date. All items remaining after this are left at the owners risk and will be charged storage at £5 per lot per week.

**14. 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, genuiness, origin, authorship, date, age, period, condition or quality of any lot.

**15. 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 he buys. b) Vehicles and trailers may not be immediately roadworthy or may be of such design as will not, without alterations, comply with the provisions of Road Traffic Acts of Regulations d) Vendors must comply with the Trade Descriptions Act 1988 and be capable of substantiating all claims, descriptions, quality, manufacture and composition etc of their lots. e) 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. 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.

**17. 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.

**18. 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.

**19. LOADING/UNLOADING SERVICES:** A loading vehicle is available free of charge to assist with the loading/unloading of lots. These facilities are provided entirely at the risk of the Vendor or Purchaser who must be responsible for supervision and the Auctioneers accept no liability whatsoever. Loading will only be undertaken in daylight hours for safety reasons.

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 Mobile – 07595 453306 Email – r.lokier@barbers-auctions.co.uk