

## **Notice to Purchasers – Important Information for Combined Livestock & Machinery Sales**

**Your Kivells contact:** **Machinery** = Ian Caunter – 07813 068935 | Tim Kivell – 07788 281900  
**Sheep** = Steve Prouse – 07767 895366 | Sam Hutchings – 07553 307293

**Date and Time of Sale:** Saturday 26<sup>th</sup> July 2025  
**Machinery & Equipment (Live & Online)** – 10am  
**Sheep (Live Auction only)** – 11am

**Sale Location:** Bolitho Farm, Liskeard, Cornwall, PL14 3GR

**What3Words:** defend.ranked.grad

**Travel:** Signs to the sale will be roadside in the vicinity of the sale.

**Parking:** Our staff will be present on the day of the sale to assist with car parking. Please follow signs and instructions for the stewards.

**Viewing:** Viewing is permitted on the designated dates and time only unless previously agreed with the auctioneers. Viewings will take place on the morning of the sale, from 8am.

- 1. Health & Safety** – Neither Kivells nor their Vendor Clients accept any liability for any damage or injury to persons, livestock, vehicles or plant not arising out of their negligence. Any person entering the sale premises does so at their own risk and must comply with the requirements of any Health and Safety notices. All persons entering the sales premises are hereby given notice that there are potential hazards due to the type, penning, herding, loading and unloading of livestock, machinery and lot layout and vehicle movement. Caution should be exercised and children must be fully supervised at all times. Kivells reserve the right to refuse admission to any person or vehicle into the sale premises without giving reason. No person is allowed in the sale ring or livestock walkways during the sale without the express permission of the Auctioneers. Such permission is given without any liability on the Auctioneers. Children are not permitted to sit on, lean on, push or climb into any machinery, mobile plant etc. and should be kept well away from any powered machinery and equipment. Any incidents or accidents on the sale premises should be reported to Kivells Sale Office immediately.
- 2. Biosecurity and Animal Welfare** – All persons entering Kivells on farm Livestock Sales must comply with all current Biosecurity legislation, rules and conditions. All persons should be in clean clothing and disinfect footwear upon entry and exit of the sales premises. Hand wash facilities, disinfectant boot dips and brushes are available and should be used. Vehicles used to transport animals from the sale premises must comply with all current cleaning and disinfection legislation. All vendors, purchasers, agents and hauliers must comply with all current legislation governing the Welfare of Livestock whilst Kivells on farm Kivells Livestock sale premises or in transport from the sale premises. Any concerns over Biosecurity or Animal Welfare should be reported to Kivells Biosecurity and Animal Welfare officers.
- 3. Registration and Bidding ONLINE-** Acceptable ONLINE BIDDING is via Marteye, intending bidders must download the MartEye App from your phone App store where you can register. Once you have downloaded the App you need to go on the Kivells Machinery Page and **Sign in** with your details and then click the **Join** button. You can also access MartEye through **kivells.marteye.ie** where you will be directed straight to our page and you will be required to **Sign in** with your details and then click the **Join** button. Once you have done this process your application will come through to us for approval. **We strongly advise registering well ahead of the sale as 'late' registrants, on the morning of sale, run the risk of not being approved in time.**
- 4. Registration and Live Bidding** - In order to bid, **all** Buyers are required to register before the auction, at the Auctioneers Site Office or as otherwise advised by the Auctioneers. All Buyers unknown to the Auctioneers will be asked for two forms of identification. Acceptable identification includes Driving Licence/Passport together with a Business Card/Utility Bills/Proof of Address/Business Letter Heading. The Auctioneers reserve the right to require a deposit ahead of any purchase or during sale proceedings. All those attending the sale in persons will be required to register in the Kivells Pay Office whereby you will obtain a Bidding Card. The Bidding Card will be used to bid on the sale items.

5. **Conditions of Sale** – It is strongly recommended that Bidders and Buyers visit Kivells.com and read the full Conditions of Sale produced by The Livestock Auctioneers Association (LAA) and the Conditions of Sale relating to the disposal of Machinery and Equipment ahead of the sale. You will be signing to the effect that you have read, agree with and will abide by these Conditions and these Notice to Purchasers. Both sets of Conditions of Sale will also be available in Kivells Site Office. Reference will also be made to these conditions in the sale catalogues. This catalogue may also contain reference to Warranties as defined by the LAA Livestock Conditions of Sale.
6. **Payment** - All Lots must be paid for on the day of the Sale by the Buyer prior to any removal or consolidation, unless alternative arrangements have been agreed with the Auctioneers. At the fall of the hammer the highest bidder will be deemed to be the Buyer and transfers of purchases will only be permitted with prior approval from the Auctioneers. Payment will only be accepted from the successful purchaser or their duly appointed agent. No livestock Warranty issues or disputes will be considered unless full payment is received on the due date and in the stated acceptable form. Any payment is to be by a means approved by the Auctioneers. Our preferred payment terms are debit card or cash and Kivells reserve the right to stipulate payment by these methods. Kivells may also accept bank transfers and cheques with prior approval. Our Bank Account details are Sort Code 56-00-49 | Account Number 32376359.
7. **Payment in Cash** - In order to comply with money laundering regulations, The Auctioneers will not accept Cash payments above the maximum permitted at the time of sale. The maximum varies according to exchange rates and currently it is circa £7,000 - £9,000. Buyers are advised to check with the Auctioneers ahead of the sale.
8. **Commission/Buyers Premium** - All Lots will be subject to a Buyers Commission / Premium whether sold by auction, by private treaty or tender pre or post sale. VAT at the standard rate will be charged on all commissions. Buyers shall pay Commission to the Auctioneers at the following rates:
  - **10% on any single lot up to and including £2000**
  - **5% on any single lot over £2000 & up to a maximum of £30,000**
  - **Any single lot over £30,000 will be subject to a commission 'cap'****Currency GBP**
9. **Bidding For You** – The Auctioneers will bid on your behalf if written instructions are received on the form supplied, adequate time is available to enter such bids and you have previously inspected the lot. The Auctioneers reserve the right to require a deposit as part of the instruction process. It is entirely at the discretion of the Auctioneers whether other forms of bids are acceptable however in every case there is no liability on the Auctioneers.
10. **Description of Lots** – Buyers should satisfy themselves prior to making bids as to the condition of any Lot and should rely on their own judgement as to whether the Lot accords with its description. All Lots are sold under the Conditions of Sale as referred to above to include the following two clauses.
11. **Statement of Fact** – Unless otherwise announced all statements of fact made in any sale catalogue or at the time of sale regarding the breeding of any animal, its health status or other tests carried out on any animal are statements of fact made by the Vendor and not the Auctioneer and the Auctioneer accepts no responsibility for any misstatement nor does he nor the Vendor accept any responsibility for any subsequent reaction to an animal sold to any relevant test administered after the sale. The Statement of Fact clause also applies to all non-livestock lots in this sale.
12. **Liability of The Auctioneer** – The Auctioneer acts in all respects only as agent for the Vendor and no warranty is given by the Auctioneer or his employees or contractors, and none shall be implied, as to title, description or the quality of any Lot. Neither the Auctioneer nor his employees or contractors shall be liable to the Purchase in any respect for any effect of title, error of description or imperfection or for any announcement or statement concerning any Lot offered for sale whether made orally or in writing (whether in a sale catalogue, order of sale, advertisement for the sale or otherwise) and whether given before, during or after the sale, nor shall he incur any liability in relation to any dispute between a Vendor and Purchaser.
13. **Risk** – All lots are at the risk of the Purchaser immediately they are sold (fall of the gavel), It is strongly advised that Buyers ensure that their insurance covers on farm sale premises and that they have immediate cover.
14. **Removal of Lots** – Lots can only be removed once payment has been made in full and/or a pass issued by the Auctioneers. All lots need to be cleared from the sale premises **by 5pm** on the day of sale unless otherwise agreed with the Auctioneers.
15. **Refreshments and Facilities** – A refreshment vehicle will be on site providing food and drinks. Toilet facilities will also be available.

March 2025

**EXETER LIVESTOCK CENTRE**

[www.kivells.com](http://www.kivells.com)

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