KIVELLS
Holsworthy Livestock Market, New Market Road, Holsworthy, Devon, EX22 7FA
Tel: 01409 253253 / 07399 298995
Email: machinery@kivells.com
OFFICES IN EXETER | BUDE | HALLWORTHY | HOLSWORTHY MARKET | LAUNCESTON | LISKEARD

Timed Online Auction Notice to Purchasers- Important Information

Timed Online Auctions

Timed Online Auction – A catalogue is assembled and displayed online with images and videos with a set start and end time of the sale. Registered bidders can then bid on the lots when the sale is open for bidding.

'Sniping' and Lot Extensions - If a bid is placed within the last minute or so of the lot sale defined time period, a lot time extension occurs and keeps the lot open for a further time period. This is to stop ***'sniping'*** – a practice used by bidders to place bids in the last few seconds to prevent other bidders being able to respond before the auction closes. It also caters for bidder distraction and a break in signal. The extension of one lot's closing time does not affect other lots' closing times. Many timed online auctions have staggered end times, so lots finish one after another and the auctioneer can set the time intervals between lots. For this sale, there is a 30 second interval between each lot closing.

Your Kivells contact:	Holsworthy Office: 01409 253253
Date of Sale:	Monday 23rd November – Monday 30th November 2026
Open for Bidding From:	6pm Monday 23rd November 2026
Lots Closing From:	6pm Monday 30th November 2026
Lot Location:	See Lot Information

1. **Registration and Bidding ONLINE -** 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 **kivellsmachinery.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, after 5pm on Friday 20th November, run the risk of not being approved in time.**

2. **Registration and Conditions of Sale -** Kivells reserve the right to request additional information to include Driving License/Passport together with a Business Card/Utility Bills/Proof of Address/Business Letter Heading and the right to request a deposit ahead of any purchase or during sale proceedings. Kivells also reserve the right to deregister Buyers. It is strongly recommended that Bidders and Buyers read Kivells Standard Terms and Conditions of Sale ahead of the sale. Once you have registered you are confirming that you have read, agree with and will abide by those Conditions and these Notice to Purchasers. In registering you warrant that the information is correct, up to date on the sale closure date and you are over the age of 18. All registrations are provisional and subject to the approval by Kivells.

3. **Lot Viewing -** Viewing available by prior mutually agreed appointment with the seller arranged by Kivells. Prior to inspecting lots, please ensure that you notify the seller of your arrival, maintain a safe social distance, open and close gates and note any removal issues. If the lots are located at Kivells premises then all interested parties should go to reception and sign in prior to inspecting the lots. Please also refer to clause 4 below.

4. **Health & Safety** - Kivells do not accept any liability for any damage or injury to persons, vehicles, plant, machinery, equipment or any lot not arising out of their negligence. Any person entering the Saleground does so at their own risk, must comply with the requirements of any Health and Safety notices and guidelines and be appropriately dressed. All persons entering the premises are hereby given notice that there are significant risks due to the range and display of equipment, vehicle movement and the nature of the premises. Caution should be exercised and only those directly involved in inspection, purchase and collection of the lots should be on site. Permission from the Auctioneers is required ahead of starting powered equipment or machinery. Any incidents or accidents on the premises should be reported to Kivells immediately. Kivells reserve the right for themselves, their sellers and 3rd party storage facilities to refuse admission to any person or vehicle into the Saleground without giving reason. The Auctioneers also reserve the right to halt any removal in the event there are concerns over the Buyer's or their contractor's capability and methods. The right extends to requesting confirmation of insurance cover, method statements and other assurances to include returnable deposits.

5. **Descriptions of Lots -** Kivells may have had no access or limited access to lots prior to sale and therefore 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 with all faults and imperfections and errors of description. Purchasers are deemed to have inspected the lot(s). All statements are the Auctioneers or Sellers opinion and are not statements or representations of facts. Where quantities are stated as 'approximately' in the catalogue, they are advisory amounts. The auctioneers reserve the right to withdraw, subdivide or amalgamate any lots prior to or at the time of sale.

6. **Payment - Currency GBP -** The auctioneers will email an invoice to the Online Buyers on the first weekday following the close of the sale. Payment is thereafter due no later than 24 hours from the time of forwarding the invoice by email. Payments will be due in full at the final bid price in respect of the lot sold plus all associated costs, Buyers premium and VAT. Payment will only be accepted from the successful purchaser or their duly appointed agent. Any payment is to be by a means approved by the Auctioneers and include the Buyers Commission and VAT. Our terms are strictly cash, Bank Transfer, Debit Card, NO Credit Cards are accepted. Our Bank Account details are: Sort Code 56-00-49 Account Number 32532822.

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 between £30,000-£40,000 will be subject to a commission cap of £1500**
   - **Any single lot over £40,000 will be subject to a commission cap of £2000**

   Currency GBP

   <u>All</u> Bidders will be paying an additional 1% (subject to a maximum sum of £500 per lot) plus VAT per lot for the use of our Marteye service.

9. **Risk -** All lots remain at the risk of the Buyer from the fall of the hammer/closure of bidding for each lot and it is strongly advised that the Buyer effects insurance immediately.

10. **Collection of Lots –** By prior mutually agreed appointment only arranged between the buyer and seller. Lots can only be removed once full payment has been made. The Buyer is responsible for the collection of their lots and any associated costs of transport. Assistance with loading by Kivells, the seller or the storage facility is given without any liability to the Buyer or the Buyers removal contractor. Buyers are strongly advised to use their own suitably qualified and insured contractors. Lots are to be collected within **<u>10 working days</u>** of the sale, unless prior agreement is in place.

11. **Value Added Tax** - Please be aware some lots may be subject to VAT and therefore VAT will be charged in accordance to the current rate and added to all accounts and is applicable to the Commission/Buyers Premium. VAT status will be clearly stated in the Lot description.

12. **Export of Lots** - All goods purchased from Kivells auctions that are to be exported or removed from the United Kingdom will:
    1. Be dealt with under the requirements set out of HM Customs and Excise publications:
    a) VAT Notice 703 dated January 2021 – Goods exported from the UK from 1st January 2021.

    2. Be Zero rated for VAT purposes subject to the following conditions being met.
    a) The goods are removed from Great Britain within three months from the time of supply (the date of auction).
    b) Kivells are provided with valid written evidence that the Lots have been removed from Great Britain within three months of the auction closure date. Unless and until the above requirements are fulfilled Purchasers will be charged VAT at the Great Britain standard rate (currently 20%). This will only be refunded if all requirements within the regulations are met within the specified time limits.

    The Purchaser or their agent will be responsible for removing the Lots from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

Neither Kivells or the Seller are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the lots from Great Britain and the importation of the lots into any country by the Purchaser or their agent.

Kivells recommend exporters visit https://www.gov.uk/check-customs-declaration

ANY PHYTOSANITARY CERTIFICATION AND DOCUMENTATION REQUIRED TO EXPORT LOTS FROM GREAT BRITAIN ARE STRICTLY THE RESPONSIBILITY OF THE PURCHASER.

10/11/2026

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