

EXETER LIVESTOCK CENTRE, MATFORD PARK ROAD, EXETER, DEVON, EX2 8FD

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livestock@kivells.com

KIVELLS

Established 1885

www.kivells.com

Lower Keigwin, Pendeen, Penzance, Cornwall, TR19 7TS

Tractors, Machinery and Dairy & Livestock Equipment

Saturday 30th March 2019

11 am

1. All lots entered are subject to Kivells conditions of sale, see overleaf for sellers conditions. Full Terms & Conditions – www.kivells.com
2. The Auctioneers can accept no liability for loss or damage.
3. **Reserves will only be accepted in writing on this entry form.** Where a reserve is placed on a lot it is the vendor's responsibility to ensure that the lot has been sold and responsibility for the goods will remain with the vendor if unsold.
4. **Identification of lots:** The auctioneer will supply labels for the identification of the lots entered, please obtain from staff at sale premises and identify the lots before unloading.
5. **All lots must be sound saleable items** belonging to the Vendor and not subject to Hire Purchase or other contract.
6. **All lots entered for the sale must be offered for sale by auction.** Any private transactions whilst the lots are on the sale premises must go through the Auctioneers books. Commission will be charged to vendors on all lots sold.
7. **Unsold & Purchased lots** not removed from the sale premises by the following day will be removed at the purchasers/vendors expense.
8. **Electrical Lots** to comply with electrical safety regulations, all electrical appliances must be PAT tested before they are offered for sale by auction. Lots must be tested in order to be offered in the auction.
9. **Commission: VAT & Non VAT Goods:** 10% on any single lot up to and including £2000 plus VAT, 5% on any single lot over £2000 plus VAT
A minimum commission of £2 per lot will be charged on all lots sold.
10. Kivells Ltd Vat Registration Number is 163 0564 25

Entries must be confined to saleable lots and the Auctioneers reserve the right to refuse any lots, even though entered prior, if they consider them unsuitable for the Auction. Any lots not removed within 7 days of the sale day will be resold to defer costs.

*** If the year of manufacture of the lot is pre 1992 there will not be a CE Marking**

Note for vendors: It is an implied condition that you warrant lots safe and fit for purpose, unless declared for scrap or spares

Machinery, Plant and Equipment Sales - Conditions of Sale - Sellers

1. DEFINITIONS

1.1. In these conditions the following meanings apply unless inconsistent with the context:

- "Conditions" means the standard terms and conditions of business set out in this document. Any sale specific conditions will be set out in a separate statement of special conditions as notified on Entry Forms, Auctioneer's website, Catalogue or announced.
- "Commission" means the commission charged on the sale of Lots to Sellers and Buyers as notified on Entry Forms, Auctioneer's website, Catalogue or terms.
- "Buyer" means a person, firm or company that purchases Lots by Auction, Tender or Private Treaty.
- "Seller" means a person, firm or company that puts forward Lots intended to be sold at the sale.
- "Bidder" means a person, firm or company that makes a bid.
- "Entry Form" means the form supplied by the Auctioneers to be completed and signed by the Seller describing the lots to be sold.
- "Sale" means a sale of Lots by Auction, Private Treaty or Tender organised by the Auctioneers.
- "Hammer Price" means the price at which a lot is knocked down at, net of VAT, Commission, Buyers Premium, Dismantling or Removal costs and any other charges.
- "Reserve Price" means the minimum price set by the Seller, in writing, or the Auctioneer that a Lot can be sold for at the sale.
- "Sale Day" means the day fixed by the Auctioneers for an auction in which a particular Lot is entered.
- "Saleground" means the venue where the Sale is taking place or the Lots are located.
- "Auction" means Live or Online and whether conducted independently or simultaneously.
- "Buyers Premium" means a Commission payable by the Buyer to the Auctioneer. The Auctioneer, when acting as Agent for The Seller, may also receive commission from The Seller.
- "Catalogue" a list of some or all of the lots together with these General Conditions and any Special Conditions.
- "Deposit" a sum of money requested by the Auctioneer to permit bidding or allow removal.
- "VAT" value added tax chargeable under English law.
- "Vehicle" any self propelled machine to include Cars, Lorries and Tractors.
- "Working Day" means Monday to Friday 8.30 am to 5pm.
- 1.2. Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting persons include corporations and vice versa.
- 1.3. References to any particular legislation or regulation directive include any amendment and updates.

2. STATUS OF CONDITIONS OF SALE

2.1. Any Seller entering Lots in the Sale is deemed to have read, accepted all and sells on the basis of these Conditions.

3. COMMISSION

3.1. Seller 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
- 3.2. A minimum commission of £.22 per lot sold.
- 3.3. VAT at the standard rate will be charged on all commissions.
- 3.4. Commission at the rate specified shall be payable by the Seller on all Lots sold privately at the Saleground.

4. ENTRY OF LOTS FOR SALE

4.1. All lots must be entered on the Auctioneer's "Entry Form" which is to be submitted to the Auctioneers within the dates and timeframes set out on the Entry Form.

4.2. All Lots must be delivered to the Saleground on the dates and timeframe set out in the "Entry Form" or as authorised by the Auctioneers and notified on their website.

5. HEALTH & SAFETY

5.1. Any person entering the Saleground does so at their own risk and must comply with the requirements of all health and safety notices and report immediately to the Auctioneers.

5.2. The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) into the Saleground without giving reason.

5.3. All persons entering the Saleground are hereby given notice that there are significant risks to include unloading of machinery, movement of machinery, equipment and transport. Caution should be exercised and children must be fully supervised at all times.

5.4. Any incidents or accidents on the Saleground should be reported to The Auctioneers office immediately.

5.5. Permission from the Auctioneers is required ahead of starting powered equipment or machinery.

5.6. The maximum speed in the Saleground is 5 mph.

5.7. Certain types of plant and machinery and ancillary equipment can contain hazardous materials, chemicals, etc. In the event The Auctioneers accept from the Lot as suitable for sale The Seller must ensure that the loading and transport of any Lot containing such hazardous materials, chemicals, etc. to and from the Saleground is carried out in accordance with the Health and Safety at Work Act 1974 and Control of Substances Hazardous to Health Regulations 1988 (COSHH) and any other relevant Act or Parliament, Regulations or relevant Legislation covering such substances.

6. RISK

6.1. The Seller is responsible for insuring his lots and all risks relating thereto to include loss or damage until the hammer falls whereupon the risk and responsibilities pass to the Buyer.

6.2. Unless otherwise agreed by the Auctioneers no entries can be accepted on the day of the Sale.

6.3. All Reserve Prices must be set out in writing on the Entry Form otherwise no responsibility can be accepted by the Auctioneers for errors in respect to Reserve Prices.

6.4. All Lots brought into the Saleground must be offered for sale by auction and must not be sold privately before the Auctioneers. Such transactions will be treated as a sale of the Lots by the Auctioneers.

12.1. All contracts entered into between the Purchaser and Seller and between either of them and the Auctioneers on the basis of these standard terms and condition of business are governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Court

12. GOVERNING LAW AND JURISDICTION

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11. VAT

11.1. All sellers shall properly complete a VAT declaration confirming their status, VAT registration number (where applicable) and deliver it to the auctioneers prior to the sale. Sellers, who for the purposes of VAT legislation are registered as operating within the General Margin Scheme, must enter their goods on the appropriate entry form of the Auctioneers and clearly state that they are eligible to sell their entries under the auctioneers' scheme and require their lots to be so treated.

10.7. That they will endeavour to provide all operators' handbooks and instruction manuals in their possession for the Lot.

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10.8. In cases where a Lot once entered is not offered for sale on the Seller's instructions the Auctioneers shall be indemnified by the Seller for all expenses incurred in relation thereto and against all claims from third parties that may arise.

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10.9. In cases where the Auctioneers have reasons to doubt any information or any required information is not forthcoming the Auctioneers may instruct a suitably qualified person to inspect and report on the lot the cost of which shall be borne by the Seller.

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10.10. That they will indemnify the Auctioneers their servants and agents and the Buyer against any loss or damage suffered by them in consequence of any breach of the above warranties.

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10.12. The Seller warrants that they are the owner of and entitled to have possession of and to sell the lots.

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10.5. Declared on the Entry Form any risk posed by the Lot to health and safety so that it is clear to the Auctioneer and prospective Buyers.

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10.6. That unless disclosed on the Entry Form any vehicle entered is in a roadworthy condition and complies with regulations made under section 41 of the Road Traffic Act 1988 and has the benefit of any unexpired vehicle excise licence and any current MOT certificate which will be transferred to the Buyer.

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10.1. The Seller warrants that the lots entered for the Sale are entirely their property and are not subject to any hire purchase, lease, contract hire agreement or any other contract, and that they shall abide by the Standard Terms and Conditions of business and Special Conditions shown on the entry form and any verbal announcements and on The Auctioneer's website.

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