

**Entry Form****COLLECTIVE FODDER AUCTION****Hay, Straw, Silage & Haylage**

In the Exeter &amp; Surrounding Districts

to be held at;

**Exeter Livestock Centre**

Matford Park Road, Exeter, Devon EX2 8FD

**Friday 8<sup>th</sup> February 2019**

\*\* I WISH TO ENTER THE FOLLOWING FODDER AS PER THE CONDITIONS OF SALE OVERLEAF.

Name: .....

Address: .....

.....

Tel No: ..... Mob No: .....

Signed: .....

No. and Type of Bale. e.g. round/rect, Heston, D1000, Quadrant etc., Also dimensions of rectangular bales	Type of Produce e.g. Wheat, Oat, Barley Straw, Silage, Haylage or Hay	Location of lots including access details and whether assistance with loading is available and any other information	Removal Deadline if prior to 22 <sup>nd</sup> February 2019	Reserve per bale or lot

**Entry forms to be returned no later than Thursday 31<sup>st</sup> January 2019**

To: Jane Pratt, Rural Professional Dept. Exeter Livestock Centre, Matford Park Road, Exeter, EX2 8FD

**CONDITIONS FOR THE COLLECTIVE FODDER SALE****FOR SALE BY AUCTION ON FRIDAY 8<sup>th</sup> February 2019**

- (1) The fodder has been Lotted as detailed in the catalogue, but the Auctioneers reserve the right to withdraw, subdivide or amalgamate any Lots prior to or at the time of sale.
- (2) Where approximate quantities of fodder are stated in the catalogue this acts only as a guide to Purchasers who are deemed to have inspected and to have satisfied themselves as to the QUALITY AND QUANTITY of each Lot.
- (3) All produce is assumed from year 2018 unless otherwise stated, and bales sold are generally expected to be of similar quality.
- (4) Fodder Lots offered for sale in big bales will be sold at so much per bale, and fodder Lots offered for sale in conventional bales will be sold per Lot.
- (5) The Vendor will explain access routes and co-operate as far as possible with intending Purchasers over viewing and with the Purchaser after the sale. Where Vendors have indicated, help with loading will be available. Purchasers must give the Vendor at least 24 hours' notice so that arrangements can be made.
- (6) Each Lot will be sold "as it stands" and in accordance with the description in the catalogue.

The Lots to be taken with all faults and errors (if any), of description or otherwise. No mis-description or otherwise shall in any way annul the sale of any Lot or in any way alter the purchase money. The Purchaser must satisfy him or herself of any Lots description by **prior inspection**.

- (7) If the catalogue states an exact number of bales to be sold, it is up to the Purchaser to make his own arrangements with the Vendor to ensure that the numbers loaded are counted and agreed.
- (8) The highest approved bidder to be the Purchaser and if any dispute shall arise between two or more bidders the Lots so in dispute to be put up again and resold at the discretion of the Auctioneers.
- (9) Insurance of each Lot becomes the full responsibility of the Purchaser from the time of the fall of the hammer.
- (10) The purchase price shall be paid in full on the day of the sale to Kivells. Fodder cannot be removed until cheques have been cleared or payment has been received in full.

Any cheques which have not cleared by five working days after the sale day, the Auctioneers reserve the right to implement Clause (11) of these conditions.

- (11) Where the Purchaser is in default of any clause of this agreement the Auctioneers reserve the right to resell the Lot and the deficiency (if any), by such second sale, together with all charges attending the same to be made good by the defaulter.
- (12) Purchased Lots must be totally cleared from the Vendor's premises on or before **22<sup>nd</sup> February** unless specifically stated otherwise. Ownership will revert back to the original Vendor should the removal deadline be exceeded.
- (13) The clearance of each Lot is the sole responsibility of the Purchaser who shall indemnify the Vendor for any damage caused during the removal or otherwise of any Lot.
- (14) In as much as the Auctioneers act only as agents for the Vendor, they shall not be considered personally responsible for any default on the part of either Purchaser or Vendor.
- (15) In the case of any dispute between Vendor and Purchaser the Auctioneers decision will be final and binding.
- (16) Commission will be charged at a rate of 10% of the net sale price achieved.