

**DFAM IMPLEMENT & MACHINERY SALE**

**CONDITIONS OF SALE**

**NOTE** – THE WORD “GOODS” IN THIS INSTANCE REPRESENTS ANY ITEM INCLUDED OR INTENDED TO BE INCLUDED IN THESE SALES

- 1 All lots are accepted subject to the Implement & Machinery sale Terms & Conditions of Sale and to the auctioneers general sale conditions of which clients shall be deemed to have full knowledge.
- 2 The Auctioneers act only as agents. Any contract of sale made solely between the person or persons entering a lot and the person or persons whose bid for such lot is accepted. The Auctioneers shall not in any circumstances whatsoever be liable for breach of warranty or authority.
- 3 The Auctioneers reserve the right:-
  - a) To refuse any entry;
  - b) To refuse to accept any bid by any person or persons;
  - c) In the event of any dispute or arising out of or over any bidding, to determine such dispute in their sole discretion or to put the lot up for sale again at the last undisputed bid;
  - d) To withdraw any lot at any time;
  - e) To bid or to accept a bid on behalf of the person entering the lot for sale
- 4 The Auctioneers are not responsible for any loss or damage to any lot on their premises from any cause whatsoever whether caused by or arising out of the negligence of the auctioneers, their servants or agents or otherwise.
- 5 All lots are accepted at the Vendors risk and the auctioneers shall be under no liability to notify the Vendors of the lots not sold
- 6 Goods, unsold and purchased, cannot be removed from the sale without a pass for same being obtained from the Auctioneers offices, and items checked out by an employee of the Auctioneers.
- 7 Vendors & Purchases are reminded that all goods sold and bought privately in our sale yard must be booked through the office, and that FAILURE TO REPORT SUCH TRANSACTIONS IS AN OFFENCE. All goods sold privately whilst in our sale yard are subject to the terms of sale as if sold by auction, but in the event of goods being sold and the auctioneers not being informed, commission at the rate of 10% will be payable by the Vendor and the Buyer will not be given delivery of such lot until the commission is paid.
- 8 Every Purchaser is required to leave his full name and address at the auctioneers office, whether he intends to remove his purchase on the day of sale or not.
- 9 All lots sold shall be at the Purchasers sole risk.

- 10 The Buyer of any lot is liable to pay the full purchase price in cash to the auctioneers on the day of sale and must do so prior to removal of the lot. Any person wishing to pay by cheque must make prior arrangements with the Auctioneers, and the auctioneers reserve the right to retain any Lot until the commission is paid.
- a) The auctioneers and/or the Vendor reserve the right to fix reserve price for any Lot and withdraw that lot in the event that the highest bid price does not meet the reserve price.
- 11 Any current licence left on any Lot entered for sale is to become the property of the buyer.
- 12 Unless a warranty is given by the Auctioneer at the time of sale, the lots are sold “as they lie” with all faults and errors or mis-statements of description, quantity or otherwise. The purchaser shall be deemed to have inspected the lots he buys, and if he buys without inspection, he shall do so at his own risk. Warranties only apply to goods which are purchased and paid for on the day of sale.
- 13 Any purchaser disputing the correctness of any description, warranty or guarantee of any lot purchased shall obtain a qualified engineers certificate of the defect alleged and forward the same to the auctioneers to reach them by 10am on the Wednesday following the sale, and shall return the said lot disputed not later than 4.30pm on Friday of the week following the sale. If not so returned it shall be deemed not to have been returned and any claim for breach of description, warranty or guarantee shall be barred. If returned and any claim for breach of description, warranty or guarantee shall be barred. If returned to Vendor shall furnish a qualified engineers certificate within 4 days of notification of return and if this certificate does not confirm the certificate furnished by the engineer appointed by the purchaser, or in the event, or in the event, or in the event of the vendor failing or refusing to supply an engineers certificate within 4 days of notification of return the Auctioneers may refer the matter to some person to be appointed by the Auctioneers, who shall act as arbitrator subject to conditions and the provision of the company or firm or any person in their employment whose decision shall be final and binding on both parties or may declare the lot returnable.
- 14 In the event of any lot deemed to be returnable being returned for failure to answer any description, warranty or guarantee, the vendor shall reimburse the purchaser for the cost of the carriage of such item to the purchases destination and back therefrom, which carriage shall not exceed £200 and the cost of the engineers certificate which shall not exceed £5 and the cost of the engineers certificate if appointed by the Auctioneers, and no other expenses whatsoever, and these shall be recoverable from the vendor only and not from the auctioneers who act as the agent for the disposed principal, and who are entitled to the same commission for selling as if the article had not been returned.
- 15 No lot shall be deemed to be returnable unless paid for on the day of sale. Payment made by cheque of which payment has been subsequently stopped or dishonoured shall not be deemed to constitute payment.
- 16 The Auctioneers act solely as agents between vendor and purchaser and in the event of any dispute or refusal to pay or of non payment on the part of the purchaser, they may at their discretion, annul and cancel the sale of such lot or lots.

- 17 All Road Traffic Acts. Purchasers are reminded that some of the vehicles or trailers sold at this sale may not be immediately roadworthy, or may be of such design as will not without alternations, comply with the provisions of the act of regulations issued thereunder. It is an offence to use on a road a vehicle or trailer which does not comply with the acts and regulations relating to such vehicle or trailer.
- 18 **The Agricultural Employment, Safety, Health & Welfare Act 1962 No.1472. The Agricultural (Field Machinery) Regulations 1962. Agricultural (Safety, Health & Welfare Provisions) Act 1956, Agricultural (Tractor Cabs) regulations 1967, Health & Safety at Work Act 1974 and all other Acts applicable to Farm Safety.** Purchasers are reminded of the provisions of the above acts regarding the safety-guarding of machinery and implements and that some machinery sold at this sale may not immediately comply with the regulations issued thereunder. It is an offence to use any machinery which does not comply with the regulations laid down in the Acts and accordingly it is a condition of contract of sale and the purchaser shall undertake to comply with the Acts & Regulations relating to such Machines and implements as he shall purchase.
- 18A. The purchaser of any vehicle, trailer or implement is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorisation documents necessary before such vehicle or trailer can be used on the road.
- 19 **Trade Description Act, 1968.** The vendor is reminded that under the terms of the trade description act 1968 the vendor of any lots to which a false description is applied may be guilty of a criminal offence.
- 20 The Auctioneers are compelled to withhold payment for Tractors, Vehicles and Self- propelled machines sold until a registration book, or certificate is received.
- 21 Payment by purchasers = Strictly on the day, cash, card or acceptable cheque. A bankers letter is required for unknown purchasers. Credit cards are subject to a fee of 2% there is no charge for debit cards.
- 22 Auctioneers reserve the right to hold all goods until cheques have cleared in the banking system.
- 23 VAT will be charged on commission

#### **PAYMENT TO VENDORS**

- 24 Cheques will be available at DFAM the second Monday following the sale, cheques not collected by 5pm on Thursday of that week will be posted.
- 25 Forklift loading facilities will be available until 5pm on the day of sale, after that the forklift is only available by booking and at the buyers expense.
- 26 All purchases of motor vehicles must report to the office and sign registration documents on the day of sale.
- 27 Buying for export to Europe. VAT is to be paid on the day of sale. VAT will be refunded when we have received satisfactory proof of export.
- 28 Commission bids must be lodged in the main office by 8.30am on the morning of the sale.

- 29 In complying with the money laundering regulations 2003 we are unable to accept cash sums in excess of £7500, this includes single payments or multiple payments totalling this figure.
- 30 Buyers Premium will be charged on all lots at a rate of 5% up to £2999/ 3% £3000 to £9999/ 1 ½% over £10,000
- 31 Vendors Commission will be charged on all lots at a rate of 10% up to £99/ 5% £100 to £2999/ 3% over £3000