



**Hexham and
Northern Marts**



**Sedgefield
Racecourse**
& Conference Centre

HEXHAM & NORTHERN MARTS,
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Vat Reg No 176 1745 46

COLLECTIVE AUCTION MACHINERY SHOW AND SALE ENTRY FORM.

NAME:		ADDRESS:		POST CODE:
TELE NO:		MOBILE NO:		FAX NO:
VAT REG'D: YES	NO	VAT REG. NO:	SALE DATE: SATURDAY 16 th October 2010 CLOSING DATE: Friday 1 st October 2010	

NUMBER	QTY	DESCRIPTION	VAT / NON VAT	COMMENTS I.E AGE ETC
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PLEASE NOTE: Any lots considered unfit for Sale will be refused entry. **No tyres, wheels or rims will be accepted for Sale.**

I have read and understand the Conditions of Sale overleaf and agree to all such terms. When entering goods for Sale Vendors agree to be self billed by Hexham Auction Mart Co Ltd until 31/12/10 and that they will not issue VAT invoices for these transactions, If Vendors VAT circumstances change between when items are entered and the date of Sale they must notify the Auctioneers. Hexham Auction Mart Co Ltd agrees to issue self billed invoices for all supplies made to them by the Vendor until 31/12/10

Signed

Date.....

HEXHAM & NORTHERN MARTS COLLECTIVE AUCTION TERMS & CONDITIONS OF SALE

1	COMMISSION - Commission will be charged to the Vendors on each lot as follows: 10% up to £100 5% on the remainder. Minimum commission £1 per lot. There will be a 5% buyers premium charged
2	UNSOLD/NOT FORWARD LOTS - The Auctioneers reserve the right to charge on unsold and not forward lots as forward: Items reserved at £100 or less - £1 Items reserved over £100 - £3 Items reserved over £1000 - £5
3a	VAT - Value Added Tax at the standard rate will be charged on all lots except those marked by an asterisk in the catalogue or otherwise announced at the time of sale.
b	When entering goods for Sale Vendors agree to be self billed by Hexham Auction Mart Co Ltd until 31/12/10 and that they will not issue VAT invoices for these transactions
c	If Vendors VAT circumstances change between when items are entered and the date of Sale they must notify the Auctioneers.
d	Hexham Auction Mart Co Ltd agrees to issue self billed invoices for all supplies made to them by the Vendor until 31/12/10
4	WHEELS & TYRES - All wheels and tyres abandoned on the saleground 8 days after the sale will be disposed of and charged to the vendor at the following rates: Car tyres £5 Other tyres £20 each
5a	PRIVATE SALES - No lot entered or advertised for sale by the Auctioneers should be sold by the owner privately within 10 days prior to the commencement of the sale for which the lot has been entered or advertised. The Auctioneers are not to be under any liability for any breach of this condition whatsoever.
b	In all cases where a lot is not forward for sale the Auctioneers shall be indemnified by the person entering such a lot for all expenses incurred in relation thereto and against all such claims from third parties as may arise
c	If any lot is sold privately subsequently on the saleground the sale must be booked in through the Auctioneers office and the terms and conditions of sale will apply and commission will be charged
d	The Auctioneers reserve the right to sell privately at the reserve price any lot remaining on site after the Auction without further consultation with the vendor
6	RESERVES - Reserves shall be given in writing to the Auctioneers before the advertised time for the commencement of the sale. Vendors reserve the right to bid through the Auctioneers as their agents, and shall only bid through them. No Vendor Shall In Any Circumstance Whatsoever Bid Or Allow Anyone Else To Bid On His Behalf For Any Lot Owned By Such Vendor. Save that this restriction shall not be extended to lots being sold on a dissolution of partnership. Should any improper bidding be discovered full commission will be charged on any lots bought in.
7a	VENDORS/PURCHASERS RISKS - All lots are accepted and remain on the saleground at the vendors risk. The Auctioneers shall be under no liability to notify the vendors if lots are not sold.
b	Each lot shall be sold at the sole risk of the purchaser on the fall of the hammer
8	EXCLUSION OF LIABILITY - The Auctioneers shall not be liable for any expenses, loss, claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including all lots) whether incurred before, during or after the sale. The Auctioneers shall not be liable for any expense, loss, claim or proceeding in any respect of personal injury to or death of any person arising out of or in the course of or caused by the sale except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

9	COMMISSIONS TO BUY - The Auctioneers will undertake commissions to buy provided that they are made in writing to the Auctioneers office prior to the commencement of sale, but accept no liability to intending purchasers in the case of error arising out of such commissions
10	BIDDING - The highest bidder shall be the Purchaser and any dispute which arises shall be settled by the Auctioneer who shall regulate the bidding and have the right to refuse a bid
11a	PAYMENT - All purchases shall be paid for on the day of the sale direct to the Auctioneers before removal and no lot to be removed without the written authority of the Auctioneers. Cheques will not be accepted unless prior arrangements with the Auctioneers have been made. Where a purchaser defaults in payment the Auctioneers reserve the right to re-sell the lot and to charge the Purchaser with any expenses and loss incurred by reason of the failure of the Purchaser to complete his purchases. The Auctioneers reserve the right to charge interest at 5% over Lloyds Bank base rate unless special arrangements have been made with the Auctioneers in this respect
b	Transfers of purchases will only be recognised at the sole discretion of the Auctioneers
c	Every purchaser shall leave his full name and address at the Auctioneers office whether he intends to remove his purchases on the day of the sale or not
d	We are unable to accept cash payments for sums in excess of £7500. This includes single payments or multiple payments totalling this figure
12	REMOVAL OF LOTS - All lots must be cleared from the saleground within 8 days of the date of the sale and if remaining longer than 8 days without a satisfactory explanation for the non-clearance being given to the Auctioneers, the Auctioneers reserve the right to charge for handling and storage at the rate of £2 per lot per week notwithstanding Clause 7 above
13	DESCRIPTION - The descriptions are supplied by the vendor who alone are responsible for details and the Auctioneers will not be answerable in respect of any errors which may occur in the catalogue. The Auctioneers may make any intimation of any alteration or modification of the catalogue description of any lot immediately before asking for bids. The Auctioneers shall be the sole and exclusive judge of the fact of such intimation and the terms in which it is made. Each lot is sold with all faults, imperfections and errors of description and the Auctioneers are not responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot.
14a	WARRANTY - Unless a warranty is given in the catalogue or at the time of sale, the lots are sold as they stand with all faults, imperfections and errors of descriptions or otherwise. The purchaser shall be deemed to have inspected the lots he buys.
b	Vehicles and trailers may not be immediately roadworthy or may be of such design as will not without alterations, comply with the provisions of Road Traffic Acts or Regulations. The purchaser shall undertake to comply with such Acts and Regulations
c	Implements and machinery may not immediately comply with the provisions of Safety Health & Welfare Acts & Regulations. The purchaser shall undertake to comply with such Acts & Regulations
d	Vendors must comply with the Trade Descriptions Act 1968 and be capable of substantiating all claims, descriptions, quality, manufacture, composition etc of their lots.
e	Items described as being in working or running order or condition

	shall have no defect which renders it capable of the reasonable work for which it is intended and must be capable of performing such work
f	Items described as being in good working or running order or condition shall be mechanically sound and capable of performing the work for which it is intended
g	No items shall be returnable for any description or warranty other than that effecting its working, running or mechanical condition
h	Items described as straight from work, recently overhauled etc or similar description shall be deemed a warranty and be capable of performing the work for which it is intended
15a	COMPLAINTS - If the Auctioneer received a complaint in writing by 5pm on Tuesday following the date of the sale the nett proceeds of sale shall be held by the Auctioneers and they shall be under no obligation to account to the Vendor until they are satisfied that such dispute has been settled.
b	No lot shall be subject to the complaint procedure unless paid for on the day of the sale and any such payment subsequently stopped or dishonoured shall not constitute payment
c	The Auctioneers shall have the right to appoint a person to act as arbitrator subject to the Arbitration Acts as modified by these conditions of sale. The Arbitrator's decision shall be final and binding on all parties
d	The Auctioneers act solely as agent between the Vendor and Purchaser and in the event of a dispute or refusal to pay or non-payment on the part of the Purchaser, they may, at their discretion annul and cancel the sale of such lot or lots.
16a	PAYMENT TO VENDORS - Vendors shall be entitled to receive the purchase price of any lot or lots sold within 2 weeks after the sale date, provided that the
b	Complaints procedure shall not have been invoked by or on behalf of the purchaser when payment of what is due will be made to whom it is due as soon as practicable by the Auctioneers after settlement of the complaint and
c	That in the event of any acknowledged debt of the vendor being owed to the Auctioneers, the latter shall have the right to set off such debt against the proceeds of sale
d	Payment shall be withheld for tractors and vehicles sold until a registration book, or certificate of non registration is received

