

# CONDITIONS OF SALE FOR FARM AND FACTORY AUCTIONS

1. Anybody selling, bidding or buying at our sales is deemed to have read and understood these conditions and to agree to be bound by them. In these conditions "we" means Bentons (Melton Mowbray) Ltd.

## Acceptance of Goods

2. We accept goods for sale subject to payment by the seller of the current scales of commission and charges, and subject to our condition of acceptance for private or trade goods printed on the relevant entry form.
3. If anybody brings to the sale premises any goods or animal which they could reasonably have known to be dangerous, they shall be liable for all injury or loss which we or anybody else may sustain as a result.

## Reserve Prices, Order of Sale and Bidding

4. We reserve the right on our own account and on behalf of the seller:-
  - a. to fix a reserve price
  - b. to accept or ignore bids made by the seller
  - c. to bid on behalf of the seller
  - d. to re-arrange, consolidate or withdraw any lots or vary the order of sale
  - e. without given any reason to refuse to accept bids of any person
5.
  - a. The person making the highest accepted bid shall be the buyer, but should we inadvertently sell any lot under a reserve price duly notified to us, we may cancel the sale at any time up to one hour after the end of sale, or until the lot is paid for, whichever happens later.
  - b. We will not accept a maiden bid or advance for less than we state from time to time
  - c. A bidder shall not retract their bid
6. **If a dispute arises as to any bidding then at our discretion either:-**
  - a. the lot to which the disputed bid relates shall immediately be put up again, or
  - b. we shall determine the dispute and our decision shall be final and binding on all parties

## 7. Buyers Premium (BP), Artists Resale Right (ARR), Value Added Tax (VAT)

- a. The buyer must pay to us, such BP (if any) as is set out in the catalogue or is announced at the outset of the Auction (together with VAT thereon) in addition to the hammer price
- b. The buyer must pay any ARR in addition to the hammer price
- c. Unless announced, VAT is payable on the goods in addition to the hammer price
- d. The hammer price means the price at which the lot is knocked down to the buyer
- e. All references to purchase price elsewhere in these conditions are deemed to include any BP, ARR and VAT

## Payment for and Removal of Lots

8. All lots must be paid for on the day of sale and must be removed not later than the date prescribed in the Catalogue or announced at the outset of the auction. Cash payments are subject to money laundering regulations. Card payment facilities will normally be available. Credit card purchases will be subject to a surcharge.
9. In the event of any lots not being paid for on the day of sale or removed within the time allowed we may at our discretion:-
  - a. charge interest to the purchaser at 5% above current HSBC base rate
  - b. charge for removal and storage of goods
  - c. rescind the sale and recall such lots, any loss or expenses being recoverable from the original buyer
10. The risk in each lot shall pass to the buyer at the fall of the hammer, but the ownership of each lot shall remain vested with the seller until the lot is paid for.
11. We may stop the buyer removing any lot until they have paid in full for every lot they have bought at the sale.
12. The buyer is responsible for any damage to any other lots or to the sale premises done in the removal of their lots, and shall either repair the same before removing their lots, or pay the estimated cost of doing so, fixed by us or the owner of the premises as appropriate.

## Warranty

In so far as the law allows neither we nor the sellers accept any liability for any loss or injury caused by the purchase of any lot. The buyer undertakes to take reasonably practical steps to ensure their purchase will be safe and suitable for use. Because of obsolescence and wear and tear, it is unlikely that goods, bought at auction, will be as safe and serviceable as new goods from shops or trade suppliers. The Seller is not a supplier within the meaning of Health & Safety Act 1974.

13. We do not claim any expert knowledge of the description, origin or fitness of any lot offered for sale. Where adverts, lot lists or catalogues are prepared, the descriptions are there to help the buyer to find lots in which they might be interested. All lots will be sold with all faults and errors of description, as seen at the time of sale, except that any electrical or mechanical goods announced to be in "Working Order" at the time of sale but found and notified to us as being faulty before noon on the day following the sale, may be returned by the buyer not later than 24 hours thereafter and the purchase price will be refunded.
14. The buyer ought to inspect the lots before they buy. If they buy without inspection they do so at their own risk. If in any case we display a sample, we give no warranty as to the condition or consistency of the rest of the lot. Machine hours are given in good faith as recorded when cataloguing, but are not guaranteed accurate.

## Agents

15. Anybody intending to bid shall inform us before the sale if they are going to bid as an agent and shall give us any information we reasonably require. Anybody who buys as an agent shall nevertheless be jointly and severally liable to us with their principal for the purchase price and only matter to do with the sale.

## Site Safety

16. The sale site is a commercial environment not designed for attendance by the general public. Neither we nor the Sellers nor the site owners accept any liability for any accident or loss to any persons attending the sale.

## GENERAL REMARKS

### 1. Situation

The sale will take place at Saxelby Pastures Farm, Old Dalby, Melton Mowbray, Leicestershire LE14 3NA. Signposts will be erected on the sale day.

### 2. Car Parking

Car parking will be available on site and signs will be erected on the day.

### 3. Refreshments

A caterer will be in attendance on the day.

### 4. Value Added Tax

Bids made for lots which attract Value Added Tax shall be exclusive of VAT chargeable. Purchasers should retain the invoice and catalogue from the auctioneers. These documents will be required to support their VAT account and will constitute their tax invoice. VAT will be payable on lots bought for export, and will not be refunded until all proper procedures are complete.

### 5. Buyers Premium

There is no buyers' premium on lots sold

### 6. Payment

All lots must be paid for on the day of sale. Prospective purchasers are strongly advised to make arrangements before the sale day insofar as bank references are concerned. Failure to do so may result in goods being withheld until cheque clearance has been effected. A card facility will be available for payment. Credit cards are no longer acceptable. There is no additional charge for debit cards.

### 7. Viewing

Viewing will be permitted Friday 4th May 2018.

### 8. Clearance

All lots should be removed on day of sale. Any lots that are left 5 days after the sale may be removed by the owner of the farm/land without notification to the purchaser.

### 9. Machine Hours

Machine hours were taken prior to the sale date in preparation for the catalogue therefore they may be different on the sale day itself. No machine hours are guaranteed by the Auctioneers.

**WARNING!** The equipment listed in this catalogue may not, in every case, comprise a complete equipment of the type described. Intending purchasers must satisfy themselves as to the extent to which any lot is deficient of component parts. See clause 8 of the Conditions of Sale.