

DEFINITIONS

In these conditions the following terms have the following meanings unless inconsistent with the context. "Auctioneers" means Roger Parry & Partners LLP, whose registered office is Hogstow Hall, Minsterley, Shrewsbury, Shropshire, SY5 0HZ. "Commission" means the commission charged on sale of Lots in accordance with clause 1 below. "Conditions" means the standard terms and condition of business set out in this document. "Lots" means all machinery and all other items sold or intended to be sold in accordance with these conditions. "Purchaser" means a person, firm or company who purchases Lots. "Vendor" means any person, firm or company who puts forward Lots intended to be sold at the sale.

"Sale" means a sale of the Lots by auction from time to time organised by the Auctioneers. "Sale ground" means Oswestry Showground, Oswestry, Shropshire, SY11 4AS. "Reserve Price" means the minimum price fixed by either the Auctioneers or the Vendor at which Lots are to be sold. Except where the context otherwise requires words denoting the singular include the plural and vice versa words denoting one gender include all genders, words denoting persons include corporations and vice versa.

1. COMMISSION:

Commission will be charged to the vendors on each lot as follows: 10% + VAT, an admin fee will be charged to the buyers at the following rates: Up to £100 - £2 per lot + VAT. £100 to £999 - £10 per lot + VAT £1000 and above - £50 per lot + VAT

2. UNSOLD/NOT FORWARD LOTS:

The Auctioneers reserve the right to charge on unsold and not forward lots as follows:

Items reserved at £100 or less -£2; Items reserved over £100 -£5.

All charges are subject to VAT.

3. VAT:

The vendor must state to the Auctioneers whether he is registered for Value Added Tax and if registered his Value Added Tax registration number and whether he operates under a flat rate scheme or any other VAT Margin Scheme.

The Auctioneers will add Value Added Tax at the appropriate rate to the Hammer Price of a Lot.

4. WHEELS & TYRES:

All wheels and tyres abandoned on the sale ground the day after the sale will be charged to the vendor at the following rates: Car tyres £10 each, other tyres £25 each.

5. RESERVES:

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 proceedings in 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. Roger Parry & Partners hold the right to cancel the sale or alter the sale date in whatever circumstances.

Reserves shall be given in writing to the Auctioneers at point of entry. 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 bidder be discovered, full commission will be charged on any lots bought in.

6. VENDORS/PURCHASERS RISKS:

a) All lots are accepted and remain on the sale ground entirely at the Vendor's risk. No liability is accepted for loss or damage whatsoever.

b) On the fall of the hammer all lots remain on the sale ground entirely at the purchaser's risk. No liability is accepted for loss or damage whatsoever.

7. 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 proceedings in 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. Roger Parry & Partners hold the right to cancel the sale or alter the sale date in whatever circumstances.

8. COMMISSIONS TO BUY:

The Auctioneers will undertake commissions to buy provided that they are made in writing to the Auctioneers' office and proof of finance has been shown prior to the day of sale, but accept no liability to intending purchasers in the case of error arising out of such commissions.

9. 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.

10. PAYMENT:

a) 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.

b) Transfers of purchases will only be recognised at the sole discretion of the Auctioneers.

c) Every Purchaser shall leave his full name, address and contact telephone number at the Auctioneers' office whether he intends to remove his purchases on the day of the sale or not.

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11. REMOVAL OF LOTS:

All lots must be cleared from the sale ground by no later than 7:00pm on the day of the sale and if remaining longer 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 £25 per lot per day.

12. DESCRIPTION:

The descriptions are supplied by the Vendors who alone are responsible for details and the Auctioneers will not be answerable in respect of any errors which may occur in the catalogue. 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.

13. WARRANTY:

a) 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 of 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 and Welfare Acts and Regulations. The purchaser shall undertake to comply with such Acts and Regulations.

d) Vendors must comply with the Trade Descriptions Act 1988 and be capable of substantiating all claims, descriptions, quality, manufacture and 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 affecting 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.

i) The vendor warrants that he is the true owner of the lot or is authorised by the true owner to act as agent in offering the lot for sale and that the lot is not subject to a hire purchase lease contract hire or any similar agreement.

j) No electrical item will be offered for sale without a current electrician's safety certificate the cost of which will be borne by the vendor.

14. COMPLAINTS:

a) If the Auctioneer receives a complaint in writing by 5.00pm on Monday following the date of the sale the net 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 complaints 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 or independent expert subject to the Arbitration Act (where applicable) as modified by these conditions of sale. The Arbitrator's decision shall be final and binding on all parties. Costs to be awarded at the direction of the Arbitrator/Independent expert.

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.

15. PAYMENT TO VENDORS:

Vendors shall be entitled to receive the purchase price of any lot or lots sold on the 14th day after the sale, provided that the Auctioneers shall have received the same and the 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:

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.

Payment shall be withheld for tractors and vehicles sold until a registration book or certificate of non-registration is received.

16. LOADING/UNLOADING SERVICES:

A fork lift is available to assist with the loading/unloading of lots at fixed times on the Friday and Saturday. These facilities are provided entirely at the risk of the Vendor or Purchaser who must be responsible for supervision and the Auctioneers accept no liability whatsoever.