

## **BUYERS**

All intending buyers not previously known to the Company must register prior to the sale. At the time of registration you may be asked to provide proof of identity which should be in the form of any of the following . photocard driving licence, gun licence, passport. A refundable deposit may be required.

For company registration a business card or letterhead is required in addition to the above.

New customers must complete a registration form (available online at [www.dingwallmart.co.uk/implements.htm](http://www.dingwallmart.co.uk/implements.htm)). Please ensure that you mark your method of payment and sign your form and Only after the completion of this form will you be permitted to bid.

## **NO ID . NO REGISTRATION**

Unless otherwise stated at the time of sale all lots are subject to V.A.T. at the standard rate of 17.5%

## **SALES NOTES**

**PAYMENT AND TERMS** – payment should be made in **CASH** (a maximum of £1000 per bidder will be accepted), **MAESTRO**, **VISA**, **MASTERCARD**, **CHEQUE**, **CHAPS** or **SDVP** (same day payment). Payment is required in pounds Sterling. Payments by Visa or Mastercard credit cards are subject to a surcharge of 3.5%.

**Items paid for by cheque or Banker's Draft cannot be removed until funds have been cleared or by arrangement with the Management.**

Payment may be made at any time during the course of the sale as soon as the buyer has bought their last lot. All accounts must be settled on day of sale.

**BIDDING** . the sale is conducted in pounds Sterling.

**VALUE ADDED TAX** . Value Added Tax at the standard rate of 17.5% will be added to all sale accounts except in the case of items which are not subject to V.A.T.

**DEPOSITS** . the Auctioneers reserve the right to collect deposits from buyers at the time of their first purchase and from time to time throughout the sale as the Auctioneer deems necessary.

**INSURANCE OF LOTS** . the buyer is responsible from the fall of the hammer and is advised to obtain insurance as soon as possible.

**REMOVAL OF LOTS** – all lots must be removed from the premises within one week or by arrangement.

**Under no circumstances will any machinery or vehicles be removed without the assistance of a member of staff and the production of a delivery pass which is available from the Office.**

**TERMS AND CONDITIONS OF SALE** . all lots will be sold subject to the terms and conditions of sale. Bidders are strongly advised to read them carefully.

**ADVERTISED LOTS NOT FORWARD FOR SALE** . in the event of any lot not being available for sale as advertised, the Auctioneers cannot be held responsible for any losses or expenses however incurred. Care is taken to ensure accuracy of any description but no sale shall be invalidated by reason of any mis-description and the Auctioneers shall incur no liability to any persons in respect of any such mis-description.

**GENERAL** - where available the recorded hours of various machines have been included. This is not to be relied upon as a statement of hours worked, and is intended purely for guidance purposes. Each party must make their own inspection in order to satisfy themselves of this fact. The year shown on some items may indicate model or year when model was put into service rather than the year of manufacture. Names of manufacturers are used as an indication concerning the kind of characteristics of the described items and may be generic.

## PAYMENT

### Payment Methods

**Cash** - A maximum of £1000 per bidder will be accepted

**Maestro**

**Visa & Mastercard** - (3.5% surcharge on these payments)

**Bank Transfer** - CHAPS or SDVP (same day payment) to be organised prior to removal of items Bank details supplied from Auctioneer's office

**Cheques or Banker's Draft** – accompanied by a Banker's Letter. Lots paid for by cheque or Banker's Draft cannot be removed until funds have cleared.

## TERMS AND CONDITIONS

1. By making a bid for any lot, the person making the bid warrants that he has read, makes his bid upon and agrees to be bound by these Conditions, and further warrants that he has due authority and capacity to make the bid and binds both himself and any employer or principal to honour any contract resulting therefrom. Any bid shall be deemed to be an offer by the buyer (a term used herein as including the bidder and any employer or principal of the bidder) to purchase any lot tendered upon these conditions alone.
2. Instructions in writing only to bid for buyers unable to attend the sale in person may be accepted by the Auctioneer without any liability to the vendors or to himself and always subject to the conditions of sale.
3. The sale of any lot shall be concluded and binding at the moment when the lot is knocked down. The highest bid will be accepted save in exceptional circumstances, such circumstances to be determined by the Auctioneer whose decision shall be unchallengeable
4. The Auctioneer reserves the right to sell by private treaty at the reserve price or such other price as may be agreed by the vendor any lot **which has failed to sell at auction**.
5. The Auctioneers will be entitled to require proof of identity and/or authority from any bidder. The buyer must identify himself and any principal or employer together with appropriate means of identification to the Auctioneer. The total price must be paid to the auctioneer at his office or elsewhere as he may direct. Payment in full shall be deemed not to have occurred until any negotiable instrument has been honoured in full (or cash has been paid) such payment to be made within the time specified in the sale notes, which are hereby declared to be incorporated in these terms and conditions.

Time of payment shall be of the essence. The buyer shall not be entitled to remove any lot until the purchase price of that and of any other lot purchased at the auction has been paid in full and in default of payment as aforesaid the Auctioneers shall have lien upon all lots purchased by the buyer during the same auction and shall be entitled to rescind the sale in respect of any lot or lots for which full payment is not made in due time, forfeit any deposit paid in respect of them and resell the same without any right at compensation to the buyer. The Auctioneer shall be entitled to charge interest on any unpaid balance at the rate of 5% above The Royal Bank of Scotland base rate from time to time.

**6.** The Auctioneer warrants that he will only sell lots which he believes to be owned by the Seller or to which the Seller will be able to pass a good title but should it transpire that the Seller's title to any lot is defective or that the Seller cannot pass a good title to the buyer, the Auctioneer shall be under no obligation to the buyer, other than to use his best endeavours (short of litigation) to procure the transfer of a good title to the buyer and to assist the buyer in exercising any remedies that he may have against the seller

**7.** The buyer shall remove any lot for which he has paid in full plus other charges it any by the time for removal, which shall be either the time for payment or the time stated in the sale notes, whichever shall be the later, but provided that no lot shall be removed without the Auctioneers express written consent while the Auction is continuing. The buyer shall be responsible for the removal of the articles and such removal must be carried out safely and lawfully. Flame cutting, the use of explosives or of any other potentially hazardous or inflammatory process shall not be permissible at the site without the express written permission of the Auctioneer. The buyer agrees to insure against and to indemnify the Auctioneer and the seller against any and all claims arising in respect of injury or damage to person or property whether real or personal, caused by or in connection with the acts or omissions of the buyer, his servants or agents or his principals or employer.

**8.** All conditions and warranties as to the condition, quality, description or fitness for any purpose whatsoever of any lot offered for sale or sold by the Auctioneer are hereby expressly excluded. No vehicle is warranted or held out to be roadworthy and no lot is warranted or held out to be merchantable or safe for use or complying with statutory requirements for use, display or movement Neither the Seller nor the Auctioneer will be bound by or liable for any representation of any kind whatsoever, whensoever or howsoever made. Neither the Auctioneer nor the seller shall be liable for any loss or damage whether caused by negligence or otherwise of either or both or of their servants or agents and without prejudice to the generality of the foregoing neither the Auctioneer nor the Seller shall be liable for any loss of profit, business or production or similar or other loss whether direct or indirect or consequential, however caused.

In the circumstances any potential buyer should rely solely and exclusively upon his own inspection of any lot and should not treat statements made in sale particulars or before or during the Auction by the Seller or the Auctioneer either as representations or to be relied upon. The Auctioneer has no authority to make representations Buyers are advised that a sale by auction is not a consumer sale

**9.** The buyer hereby undertakes to ensure that any lot he purchases will be used, moved or displayed whether at the site of the auction or elsewhere only when he has ensured that such use and/or movement and/or display is lawful and safe.

**10.** At the time of sale any item of plant, machinery or equipment contained in any lot(s) may not necessarily comply with the Health and Safety at Work etc Act 1974 or any other Act or Acts or Regulations enacted thereunder. Buyers are required to ensure that the use of any lot at a place of work within the United Kingdom does not contravene the said Act or Regulations Certain types of plant or installations could contain blue or white asbestos, dangerous chemicals etc which if not handled correctly during their removal from the site could be in breach of the said Act or Regulations or any other current legislation covering the use or handling of such substances in a working environment.

**11.** Where a vehicle is purchased which does not comply with the Road Traffic Acts and/or the Motor Vehicles (Construction and Use) Regulations or any similar or subsequent enactment the buyer shall not remove it from the Auctioneer's premises under its own power. All vehicles are sold on the condition that they will not be used on any road in the United Kingdom until such actions necessary to make them comply with such enactments have been taken by the buyer.

**12.** The Auctioneers shall not be responsible for any personal injuries which may occur prior to or during the progress of the sale or at any time during the removal of the lots which must be entirely at the buyers risk.

**13.** These Conditions shall be construed in accordance with and governed by the Law of Scotland.