

## ONLINE COLLECTIVE MACHINERY AUCTION ENTRY FORM

To be held from:

**SALE STARTS WEDNESDAY 22<sup>ND</sup> MAY 2024**

**SALE FINISHES WEDNESDAY 29<sup>TH</sup> MAY AT 12.00 NOON**

<b>Trading Name:</b>				
<b>VAT Registered</b>	<b>Yes</b>		<b>No</b>	
<b>VAT Number</b>				
<b>Mobile Number</b>				
<b>Email Address</b>				
<b>Address:</b>				
<b>Postcode</b>				
<b>GDPR</b>	I give consent to my contact details being passed to any potential buyers that may want to view items.			

**Terms of sale:**

**Reserves** of less than £50.00 will be taken at auctioneer's discretion.

**Acceptance of Lots** – This sale is for Tractors, Farm Implements and Agricultural Vehicles ONLY.

**Pictures** – All entries MUST include photographs.

**Collection** – Collection of all lots is to be arranged between buyer and vendor once the item/s are paid for in full.

**Description** – To be written as it will appear online. Rostons will not be responsible for any misdescription.

**Ownership / Hire Purchase:** All items sold must be in the sole ownership of the party listed as the trading title at the top of this form. No finance should be in place as at the day of the sale. Should finance be discovered we reserve the right to withdraw the lot from the sale or charge an additional administration fee.

**VAT REGISTERED PARTIES:**

I/WE declare that the information provided above is correct and complete and I / WE have good title to the goods listed above which the above VAT number corresponds to. I / WE give Rostons Ltd permission to raise a VAT invoice on my behalf and I/WE agree to pay HM Revenue and Customs any output tax liability as shown on the invoice.

**COMMISSION:**

Small tools and miscellaneous 15 %.

Implements, trailers, plant and machinery 7.5%.

Tractors, Telehandlers, Vehicles and ATVs 5%.

**Minimum Commission of £5 per lot on all lots.**

We aim to pay out within 7-10 days following payment received from purchaser.

Lot (Office Use Only)	Description:	Is it in running order?	Start Bid (Office Use Only)	Reserve:
	Please list any Logbooks, keys, PTO's or information booklets to be sold with the Lot			
	Item Location -			
	Item Location -			
	Item Location -			
<b>SIGNED</b>		<b>DATE</b>		
Entry forms must be returned by email: <a href="mailto:sophiebarnes@rostons.co.uk">sophiebarnes@rostons.co.uk</a> or post to Rostons Limited, West View House, Whitchurch Road, Chester, CH3 9AU by Thurs 16 <sup>th</sup> May 2024.				

Lot (Office Use Only)	Description: Please list any Logbooks, keys, PTO's or information booklets to be sold with the Lot	Is it in running order?	Start Bid (Office Use Only)	Reserve:
	Item Location -			
	Item Location -			

### Bank Details – Rostons LTD pay out via BACS

<b>Account Name:</b>	
<b>Sort Code:</b>	
<b>Account Number:</b>	

#### SALE OF GOODS BY AUCTION – GENERAL CONDITIONS

##### 1. Lots

- 1.1 All descriptions given are those of the Vendors and not of the Auctioneers. Any item described as in working or running order or condition shall have no defect which renders it incapable of the reasonable work for which it is intended and must be capable of performing such work. Any item described as in good working or good running order shall be mechanically sound and capable of performing the work for which it is intended.
- 1.2 The buyer admits he has not been included to bid by any description representation measurement or statement made by or on behalf of the seller and agrees that (apart from the agreed price and any matter confirmed in writing by the auctioneers) these conditions constitute the whole of the contract.
- 1.3 The Auctioneers act only as Agents for the sellers and will not be liable to the buyer in any circumstances and have no authority to make any such description, representations measurements or statements.
- 1.4 Any lot that does not fit the description given by vendor may result in the lot being unsold/returned.

##### 2. Sales

- 2.1 The highest bidder for any lot shall be the buyer and the contract shall be concluded on the fall of the hammer.
- 2.2 The buyer may not in any circumstances retract his bid unless lot is deemed not as described.
- 2.3 On the fall of the hammer the Buyer will immediately give the Auctioneers his full name and address and make full payment of the purchase price of the items.
- 2.4 Payments can be made by card on the day of the sale or a BACS payment can be made to our Client Account.
- 2.5 From conclusion of any contract any lot will be at the Buyer's risk in all aspects.
- 2.6 This sale will be regulated by the account member requirements of the Royal Institution of Chartered Surveyors. All monies paid to the Auctioneers in association with this sale will be covered by the protection of Client's Money operated by the Royal Institution of Chartered Surveyors. From whom a more detailed explanation can be obtained by writing to the Standards and Practice Department, The Royal Institution of Chartered Surveyors, 12 Great George Street, Parliament Square, London SW1P 3AD.
- 2.7 The buyer shall not withhold payment for any lot by reason of any right of set off or counterclaim which the Buyer may have to allege to have or for any reason whatever against the seller or the Auctioneers.

##### 3. Disputes

- 3.1 In the event of disputes as to bidding the Auctioneers may either put up and re-offer for sale the lot or lots in question or may decide the dispute.
- 3.2 Any other dispute arising in any way out of any lots or its sale shall be decided by the Auctioneers.
- 3.3 The Auctioneers decision in any such cases shall be final and binding in all respects.

##### 4. Title to and Removal of Lots

- 4.1 All lots purchased, once paid for in full, shall be collected by the buyer as soon as possible.
- 4.2 The Buyer will be responsible for any damage caused in the course of such removal to other lots or to any part of the premises on any part of which the auction is being held, regardless of whether such damage is caused by the Buyer, his employees or agents or otherwise and whether such damage is as a result of negligence or otherwise. Notwithstanding Condition 3.3 and the removal by the Buyer of any lot, title to such lot shall not pass to the Buyer until:
  - 4.2.1 The Buyer shall have paid the full purchase price.
  - 4.2.2 No other sums whatever shall be due from the Buyer to the Auctioneer or Seller.
- 4.3 In respect of any such damage if so required by the Auctioneers the Buyer will pay the cost of repairing all such damage (as estimated by the Auctioneers whose estimate shall be final and binding) before removal of any lots. Until such payment is made the Buyer grants the seller and/or the Auctioneers a lien over any lots bought by them.

##### 5. Conduct of the Auction

- 5.1 The Seller may offer any lots subject to a reserve price.
- 5.2 The seller or auctioneer may
  - 5.2.1 Bid up to such reserve price
  - 5.2.2 Withdraw from the sale any lot without disclosing the reserve
  - 5.2.3 Rescind any sale within 3 hours of the final lot being sold if the lot has been sold under any reserve. In the event of such rescission the purchase price or any part already paid by the buyer shall be repaid but the parties and the Auctioneers shall be under no further liability to each other.
- 5.3 The Auctioneers may refuse the bid of any person without giving a reason and may regulate bidding as they see fit.

##### 6. Neither the seller nor the Auctioneers shall be liable in any way for any loss or damage on any part of the premises on any part of which the auction is held.

##### 7. In the event of breach by the Buyer of any of these conditions the Auctioneers may rescind any contract with the Buyer and re-sell any lots. The Buyer will immediately pay to the Auctioneers as a liquidated demand and deficit arising on the second sale.