

CONDITIONS OF SALE

1. The highest bidder shall be the purchaser and if any dispute shall arise between two or more bidders, the lot in dispute is to be put up again at the sum last bid or the Auctioneers may declare the purchaser.
2. The bidding is to be ruled by the Auctioneers who may without giving any reason refuse to accept the bid of any person.
3. No person shall retract a bid without permission of the Auctioneers, who reserves the right to himself of reusing a bid, and also the right of withdrawing any lot or lots from the sale.
4. No bidder may advance less at a bid than the sum named from time to time by the Auctioneers.
5. The purchaser must declare their name and address if required to, pay the Auctioneers or his clerk the amount of purchase money immediately on the fall of the hammer. In default of which the lot or lots shall be offered again and re-sold, and under no circumstances must any lot be removed without first obtaining a pass from the clerk.
6. Title to each asset sold will only pass on payment in full by the purchaser.
7. The Auctioneers reserve the right of deviating from the catalogue either by amalgamating or dividing the lots, as circumstances may require, and also deviating from the order of sale.
8. The lots are to be under the immediate care of the purchaser who must take the same with all faults, imperfections and errors of description (if any) and remove the same at their own expense and risk, and no purchaser shall be allowed to remove lots from the premises until the whole of the purchase money is paid.
9. All statements contained in this catalogue as to the authenticity, genuineness, date, age, condition or quality of any lot are statements of opinion and are not taken as or implying statements or representations of fact.
10. Intending purchasers must satisfy themselves by inspection as to all such matters as to the physical description of any lot.
11. Neither the Vendor(s) of any lot nor the Auctioneers make or give any representations or warranty as to fitness for purpose of the quality of lots sold.
12. If any lots are described at the time of sale as in 'working order' such lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work.
13. The purchaser is to make good any damage done to the premises by the removal or otherwise of any lot or lots.
14. The purchaser shall not be entitled to any right of "Set Off" against the vendor or the Auctioneer.
15. In the case of lots upon which there is a reserve, the Auctioneers shall have the right to bid on behalf of the seller.
16. Upon failure to comply with the above conditions, the un-cleared lots will be re-sold either by public or by private sale and the deficiency (if any) and all expenses attendant thereon shall be made good by the defaulters at this auction, who shall have no claim for any surplus that may arise.
17. The Auctioneers may rescind any sale within 3 hours of the final lot being sold if the lot has been sold under 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.
18. **COMPLIANCE WITH ROAD TRAFFIC ACTS**
The purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or authorisations necessary before such vehicle or trailer can be used on the road.
19. **HEALTH & SAFETY AT WORK ACT 1974 & ALL OTHER ACTS & REGULATIONS APPLICABLE TO FARM SAFETY**
The purchaser of any lots is responsible for complying with all legal requirements as to the safe use of lots purchased at the sale and shall ensure compliance with all relevant legislation relating to the safe use of such lots.
20. **TRADE DESCRIPTIONS ACT 1968**
The vendor is reminded that under the terms of the Trade Descriptions Act 1968 the vendor of any lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

MEMBER'S ACCOUNTS REGULATIONS 1993

NOTICE REQUIRED UNDER REGULATIONS 2A

This sale is not required to comply with the requirements of the Member's Accounts Regulations of the Royal Institution of Chartered Surveyors. No monies paid are covered by any scheme for protection of clients' monies operated by the Royal Institution of Chartered Surveyors. This notice is published in accordance with the requirements of the Royal Institution of Chartered Surveyors from whom a more detailed explanation can be obtained by writing to:

THE STANDARDS & PRACTICE DEPARTMENT
THE ROYAL INSTITUTION OF CHARTERED SURVEYORS
2 GREAT GEORGE STREET, PARLIAMENT SQUARE,
LONDON, SW10 3AD

AUCTIONEERS NOTES

- 1 All Vendors must check in the office immediately after the sale that their items have been sold. THE AUCTIONEERS WILL NOT ACCEPT RESPONSIBILITY FOR ITEMS SOLD OR UNSOLD.
- 2 The Auctioneers retain the right to refuse entries.
- 3 All items must be delivered to the site the Thursday prior to the sale and between 8.00 am. & 5.00 pm. Goods will only be accepted on the morning of the sale strictly by prior arrangements with the Auctioneers. Security provisions are taken throughout the night prior to the sale day.
- 4 All lots must be removed on the day of the sale by 5.30pm, or between 8am & 1.00 pm. on the Saturday morning following the sale day, after which the site will be locked.
- 5 All goods must be paid for on the day of the sale.
- 6 A Buyer's premium of 5% + VAT will be charged on all purchases.
- 7 All Electrical goods must have a valid Electrical Safety Certificate or the flex and plug removed.
8. The Auctioneers reserve the right to conduct a HPI check on any item entered in the sale and pass over the cost to the vendor.

Acceptance of Goods to be Offered for Sale

In general, the following items will NOT be accepted into the sale:-

Batteries, Fridges/Freezers, Asbestos, Second Hand Tyres (unless accompanied by an appropriate Safety Certificate), Second Hand Electrical Items (unless accompanied by an appropriate Safety Certificate), Gas Bottles, Domestic/Office Furniture, Doors.

NO CREDIT WILL BE GIVEN

SAFETY WARNING

For the sake of your own safety and that of others please note:

- 1 Only park in designated parking areas.
- 2 It is preferable that dogs are not brought to the sale but if so they must be kept under control at all times and any mess cleaned up.
- 3 All children under the age of 18 must be accompanied by a responsible adult.
- 4 Please be aware that the sale site may be uneven and slippery so take care and wear appropriate footwear.
- 5 Care must be taken when inspecting items for sale. Items may move. Vehicles and Machinery may only be operated with the Auctioneers authorisation.
- 6 Do Not Enter areas that are fenced or taped off.
- 7 Vendors and Purchasers and their agents are under a duty of care to others when removing items from the sale venue and should use appropriate protective equipment or clothing. All transport and lifting equipment must conform to current Health and Safety Executive and Road Traffic Act requirements.
In the case of any emergency all visitors should assemble in the car parking area.