Penrith & District Farmers Mart LLP
Farmstock Auctioneers and Valuers
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MACHINERY SALE

OFFICIAL ENTRY FORM

Date of Sale:

Description	Registration/ Serial Number	Year/Hours	Reserve Price

VAT Reg. No .....

NAME (for payment) .....

TEL NO. .....

MOBILE NO. .....

E-MAIL: .....

ADDRESS .....

.....

.....

.....

..... Postcode .....

BANK DETAILS

Sort Code: .....

Account No: .....

Images of items can be sent to: jennysayer@penrithauction.com

Please make sure all entries are made in good time for successful advertising results.

Vendor declaration: I declare the details I have included on this form at the time of signing are true and correct at the sale date.

Signed .....

Name ..... **Date** .....

All items should be delivered on to the site the day prior to the sale, between 8.30am - 5pm.
Unless alternative arrangements are made with the Auctioneers

VENDOR TERMS & CONDITIONS OF SALE
(Full conditions of sale on our website)

1. COMMISSIONS AND CHARGES: (all subject to VAT)

(i) Vendors Commission:
Commission will be charged to the vendor at a rate decided nearer the sale date with a cap on lots over £6,667 with a minimum charge of £1 per lot

(ii) Wheels & Tyres:
All wheels and tyres abandoned on the saleground 8 days after the sale will be subject to a disposal charge (refundable on collection):

2. STATUS OF THIS CONTRACT AND THE CONDITIONS OF SALE

(i) In signing the entry form the vendor accepts the Auctioneers' Conditions of Sale.

(ii) No employee or agent of the Auctioneers has any authority to vary these provisions or the Conditions of Sale.

(iii) Any person attending the sale is deemed to attend on the understanding that they have read and understood these conditions and shall make any bid on the basis of these conditions.

(iv) Any dispute arising under this contract or the conditions of sale shall be determined in the first instance by the Auctioneers whose ruling shall be binding on the conduct of the auction. If any dispute under Clause 17 below or Clause 20 of the Conditions of Sale remains in dispute after the auction it may be referred by the Purchaser, the Vendor or the Auctioneers to arbitration or if the parties agree to independent expert determination within the period of ten working days starting on the date of the sale by a person agreed between the parties in dispute or failing such agreement by a person appointed by the President of the Central Association of Agricultural Valuers on the application of any of the parties within that time paying such fee as may be charged for that service. The parties agree to meet the professional fees and costs of that person as he shall direct and to be bound by his award both as the matter of the dispute andas to the parties' costs.

(v) Any indemnity under this Contract shall be an indemnity in respect of all actions, proceedings and costs including legal costs, expenses claims and demands whatever incurred or suffered.

3. AUCTIONEERS' STATUS

(i) The parties to the contract of sale of a Lot are the vendor and purchaser. The Auctioneers areinstructed to sell as agents for the vendor under the terms and conditions of sale and as such are not responsible for any default of the vendor or purchaser.

(ii) The Auctioneers shall have discretion as to the descriptions of any item and may take expertadvice on any item, whether from a qualified electrician, agricultural engineer or other person,at the vendor's expense to ensure that the item is sold in a professional and legal manner.

(iii) The Auctioneers may make such announcements or publish such information supplied by a vendor about any Lot as they in their discretion think fit.

(iv) The Auctioneers shall have absolute discretion without giving any reason to refuse any bid, divide any Lot, combine any two or more Lots, withdraw any Lot from the auction, and, in case of dispute, offer any Lot for sale again.

(v) Any person entering the saleground does so at their own risk.

(vi) Any person entering the saleground must comply with the requirements of all health and safetynotices.

(vii) The Auctioneers reserve the right to refuse admission to any person or entry of any Lot onto the saleground without giving any reason.

4. EXCLUSION OF LIABILITY

The Auctioneers shall not be liable for any expense loss claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including any Lot) nor in any respect of personal injury to or death of any person before or arising out of or in the course ofor caused by the Sale except to the extent that the same is due to the negligence of the Auctioneers.

5. VENDOR'S WARRANTIES

(i) The vendor warrants to the Auctioneers and to the Purchaser:-

(ii) His identity and that he is the true owner of the Lot or is authorised by the true owner to act asAgent in offering the Lot for sale.

(iii) That he is able to transfer a good and marketable title to the Lot free from any third party claims liens and encumbrances.

(iv) THAT NO LOT IS SUBJECT TO A HIRE PURCHASE, LEASE, CONTRACT HIRE OR ANY OTHER SIMILAR AGREEMENTOR HAS BEEN RECORDED BY AN INSURANCE COMPANY AS A WRITE OFF OR AS SUBJECT TO A MAJOR INSURANCE CLAIM.

(v) That all statements on the Entry Form are correct so that the Lot is not misdescribed being aware that providing a false description can be an offence under the Trade Descriptions Act 1968 and the Fraud Act 2006 punishable by a fine or imprisonment.

(vi) That as far as reasonably practicable he has taken sufficient steps to ensure the Lot is safe and without risk to health and safety and that suitable testing and examination has been arrangedand that he indemnifies the Auctioneer against all claims under the Consumer Safety Act 1978and Part 1 of the Consumer Protection Act 1987.

(vi) That he has declared in writing on the Entry Form any risk posed by the Lot to health and safety so that it is clear to the Auctioneer and prospective purchasers.

(vii) That unless previously disclosed to the Auctioneers any vehicle entered is in a roadworthy condition and complies with regulations made under Section 41 of the Road Traffic Act 1988 and has the benefit of any unexpired vehicle excise licence and any MOT certificate relating to it which will be transferred to the purchaser.

(viii) That he will provide all operators' handbooks and instruction manuals held in his possession.

(ix) That where information required by this Clause has not been provided or the Auctioneers have reason to doubt it the Auctioneer may use his powers under Clause 3(ii) above and instruct a suitably qualified person to inspect the items and report on any such matter the cost of whichshall be borne by the Vendor.

(x) That he will indemnify the Auctioneers their servants and agents and the purchaser against any loss or damage suffered by them in consequence of any breach of the above warranties.

6. CATALOGUES AND ADVERTISEMENTS

The Auctioneers do not guarantee that any Lot described in any catalogue or advertisement will be offered for sale nor that any description therein can be relied upon as accurate. Any illustrations in catalogues are for general identification only.

7. ENTRY OF A LOT

(i) The Auctioneers shall specify the terms on which any Lot may be entered for the sale and bedelivered to the saleground.

(ii) The Auctioneers' entry form must be fully completed by the vendor prior to the sale of each Lot entered for the sale.

(iii) By completing the entry form for a Lot, the vendor accepts that the Lot is subject to commission and other charges set out in these conditions and/or the entry form.

8. REGISTRATION DOCUMENTS, ETC

(i) The vendor must submit all vehicle registration documents and any relevant MOT and/or test certificates to the Auctioneers no later than 5pm on the day before the sale.

(ii) Following the sale of any vehicle, the Auctioneers shall not pay over the sale proceeds to the vendor until the vendor has given to the Auctioneers the V5c/registration document for that vehicle, a signed declaration that the V5c/registration document is lost or a declaration of non-registration.

(iii) If the vendor fails to notify the Auctioneers prior to the sale that the V5c/registration document has been lost, then the Auctioneers reserve the right to apply for a duplicate V5c on behalf of the purchaser and charge the vendor the DVLA fee, plus an administration fee of £16 plus VAT.

9. WITHDRAWAL OF A LOT

In all cases where a Lot once entered is not offered for sale on the vendors instructions the Auctioneers shall be indemnified by the vendor for all expenses incurred in relation thereto andagainst all claims from third parties that may arise.

9. PRIVATE SALES

(i) Any Lot included by the vendor on an entry form and accepted by the Auctioneers onto the saleground to be offered for sale must be offered for sale by auction and must not be sold privately before the sale. The Auctioneers shall not be liable for any breach by the vendor of this condition.

(ii) The Auctioneers' consent is required for the private sale of any Lot after the sale while it is on the saleground. That consent may be given on condition that the sale is booked through the Auctioneers' office subject to these conditions and in particular that any fee commission charge or expense due under these conditions apply as though that Lot had been sold by auction at a hammer price equal to the price agreed for the private sale.

(iii) Where a Lot is not sold at the sale and remains on the saleground the Auctioneers reserve the right to sell it privately at no less than any reserve price set for it without further consultation with the vendor.

10. WARRANTY AND INSPECTION OF LOTS

(i) The Auctioneers' knowledge of the Lots is dependent on information provided by the vendor who has warranted as to its accuracy. The Auctioneer does not carry out exhaustive due diligence on each Lot. The information supplied is not a representation of fact but a statement of opinion onthe basis of the evidence available to them.

(ii) If a Lot is described at the time of the Sale as in "working or running order" (or similar) that Lot is understood to have no defect which renders it incapable of the reasonable work for which it is intended. Any Lot so described must have a key, control box, pto shaft, starting handle etc as appropriate.

(iii) Where the vendor has declared any health and safety issues regarding a Lot or the Auctioneershave become aware of any such issues, details of the matter will be available to bidders at the Auctioneers' office on the saleground. It will also be for bidders to satisfy themselves as to health and safety matters and the purchaser to take them into account in his use of the Lot after purchase.

10. RESERVE PRICE

(i) The vendor shall be entitled to place a reserve price on any Lot prior to the sale being the minimum amount for which the Lot may be sold.

(ii) Such a reserve shall be advised to the Auctioneers in writing no later than 9am on the day of sale. Unless given in person to the Auctioneer or stated on the entry form, any such instruction shallnot be binding unless the Auctioneer has confirmed his receipt of it in writing.

11. BIDDING

(i) No vendor shall bid for any Lot that he has entered into the sale.

(ii) Where the Lot is offered for sale on the dissolution of a partnership Clause 14(i) does not apply

(iii) The person who makes the highest bid acceptable to the Auctioneer shall be the purchaser on the fall of the hammer.

12. RESPONSIBILITY OF LOTS

(i) Until sold, each Lot shall remain on the saleground entirely at the risk of the vendor. The Auctioneers accept no liability for any Lot whatsoever.

(ii) It is the responsibility of the vendor to ascertain whether his Lots have sold at the sale and the Auctioneers shall be under no liability to notify the vendor if Lots are not sold.

(iii) The vendor will remain liable for any Lot that was not sold at the sale and in all cases must obtain a written pass from the Auctioneers' office and have the Lot checked out by the Auctioneers ortheir duly appointed representative.

(iv) The Auctioneers reserve the right to charge for handling and storage of any Lot remaining on the saleground longer than 8 days after the date of sale notwithstanding Clause 15(i) above.

(v) Any Lot which without the express consent of the Auctioneers has not been collected within 6 calendar months from the day it was sold or last offered for sale will be deemed to be abandoned and the Auctioneers will be entitled to dispose of such Lot at their unfettered disclosure.

13. VAT:

(i) Value Added Tax at the standard rate will be charged on all lots marked by a "V" in the catalogueor otherwise announced at the time of sale.

(ii) Where the vendor does not advise the Auctioneers of the appropriate rate of or status for VAT of a Lot the Auctioneer will apply the rate or status that appears appropriate from the information available to them and will not accept liability for any errors.

(iii) The vendor agrees that the Auctioneers shall issue a self billed invoice in respect of all Lots soldand that the vendor will not raise his own VAT invoice for the supply of such Lots.

14. NOTIFICATION OF A DEFECTIVE LOT

(i) Where a purchaser alleges a breach of any warranty for a Lot, he shall notify the Auctioneers inwriting clearly stating details of the alleged breach as soon as practicable and no later than 5pm on the Monday following the date of the sale and in any event before the Lot is removed from the United Kingdom.

(ii) No Lot shall be subject to the complaints procedure unless paid for and any such payment subsequently stopped or dishonoured shall not constitute payment.

(iii) The purchaser shall make the Lot available for inspection in the United Kingdom by the vendor,the Auctioneers and the duly appointed agents of either within five working days following the day on which the notification of the defective Lot is received.

(iv) If the complaint is against the vendor, the Auctioneers will notify the vendor of the alleged breach as soon as reasonably practicable and in the event of continuing disagreement any dispute willbe handled under Clause 2(iii). The Auctioneers obligation to account to the vendor for the saleshall be suspended until they are satisfied that the dispute has been settled.

15. AUCTIONEERS' RIGHT TO ANNUL A SALE OF A LOT

Before making payment to the vendor in the event of any dispute or refusal to pay on the part of the purchaser the Auctioneers may entirely at their discretion annul and cancel the sale of such a Lot(s).

16. PAYMENT TO SELLERS

(i) Subject to Clauses 20(iii), 20(iv) and 20(v), the Auctioneers shall issue payment of the sale proceeds for a Lot to the vendor on the eighth day after the sale provided the Auctioneers shallhave received the same.

(ii) Monies received from purchasers will be held by the Auctioneers in a separate identifiable Clients' Account.

(iii) Should there be notification by the purchaser of a defective Lot or Lots pursuant to Clause 17 then the procedure set out in that Clause shall be followed and the sale proceeds dealt with accordingly.

(iv) Notwithstanding Clause 20(i) in the event of any debt of the vendor being owed to the Auctioneers the latter shall have the right to set off such debt against the sale proceeds.

17. LOADING/UNLOADING SERVICES:

A fork lift is available free of charge to assist with the loading/unloading of lots and a loading ramp is also available. These facilities are provided entirely at the risk of the Vendor or Purchaser whomust be responsible for supervision and the Auctioneers accept no liability whatsoever. Loading will only be undertaken in daylight hours for safety reasons.

November 2023