



# CLOSING DATE FOR ENTRIES

Closing date – **THURSDAY 6TH JULY 2017 AT 12 NOON**

## TERMS & CONDITIONS

1. Entries for cataloguing and advertising purposes close two weeks prior to the sale date. However, entries will only be accepted at the Auctioneers' discretion and will be sold as 'Late Entries' following the sale of all entered lots.
2. The Auctioneers reserve the right to reject any lot for sale at their discretion.
3. All goods must be delivered during the week preceding the sale (Wed, Thurs, Friday (8am to 5pm) Morning of sale entries are strictly by prior permission only from the Auctioneers.
4. Unloading facilities will be available between 9 am and 4 pm on Wed, Thurs, and Friday. All items entered are unloaded /loaded at the owner's risk. The Auctioneers accept no liability for loss or damage to any item.
5. **ENTRIES WILL BE LOTTED IN ORDER ON ARRIVAL - Please have all required documentation completed and signed.**
6. **ELECTRICAL ITEMS** No electrical item will be offered for sale without a qualified electrician's certificate in accordance with the Low Volt age Electrical Equipment (Safety) Regulations 1989; unless Items have such a certificate the Auctioneer's will only offer the item as spares/scrap only.
7. All lots are sold 'as seen' unless the Auctioneers are advised otherwise in writing. The Auctioneers retain the right not to offer for sale items, at their discretion, which fail to meet the standards required by relevant regulation or statute concerning the sale of items by auction.
8. **COMPLIANCE OF ROAD TRAFFIC ACTS** : The vendor/ 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 other authorization documents necessary before such vehicle or trailer can be used on the road.
9. **HEALTH AND SAFETY** Vendors must observe all acts and regulations regarding farm safety and equipment.
10. All Lots remain at the Vendor's risk until sold and following such sale shall be at the Purchaser's risk.
11. Unless otherwise notified in writing on the entry form, all lots will be sold 'without reserve'. It is the responsibility of the vendor to check that any reserve figure is on the correct item on the entry form and with the Auctioneer's office prior to the sale day.
12. All lots will be sold subject to the Auctioneers' Conditions of Sale, which are available for inspection at the Auctioneers' office.
13. All Lots purchased must be cleared from the Sale ground within 7 days of the date of the sale in which they were purchased.
14. A loader will be provided free of charge for 4 days prior to sale date and 4 days after. Anyone wishing to remove goods after this will do so at their own expense.
15. **COMMISSION will be charged on each sold lot at the following rate;**

|               |       |   |  |
|---------------|-------|---|--|
| £1 - £500     | 12.5% | <b>UNSOLD/NOT FORWARD LOTS will be charged per lot at the following rate;</b> |  |
| £501-£1000    | 10%   |   | Unsold reserved lots up to £500 - £2/lot |
| £1001-£2500   | 7.5%  |   | Unsold reserved lots £501+ - £10/lot     |
| £2501 – £5000 | 5%    |   |  |
| £5000+        | 3%    |   |  |
16. Items that have been entered and catalogued for the sale and withdrawn will be charged an administrative fee at the Auctioneers discretion.
17. VAT will be charged at the standard rate where applicable.
18. Vendors will receive their sale proceeds within 14 days of the sale day.
19. **RICS CLIENT MONEY PROTECTION SCHEME:** All financial transactions within this market are conducted with the Auctioneers acting as Principal. Sale proceeds are not paid into a client bank account and, consequently, the RICS Client Money Protection Scheme (CMPS) will not apply to the vendor

**FULL TERMS AND CONDITIONS available from [www.nockdeighton.co.uk](http://www.nockdeighton.co.uk) or from the Market Office**

I/We undertake to present the above and those continuation sheets for the sale and to deliver same to the Sale Ground by closing time on the day preceding the sale day.

I/We certify that the items entered above for the sale are my/our sole property and are not subject to any hire purchase agreement or other contract, and that I/We shall abide by the conditions and terms of sale shown on this entry form.

I / We warrant that all the information supplied to the Auctioneers by me/us/ our agents is accurate and I/We agree to indemnify the Auctioneers against any liability howsoever arising in respect of our receiving the goods or selling goods at auction or in respect of any inaccuracies in the above information and against all costs and expenses incurred by the Auctioneers or on our behalf in dealing with any claim arising in that respect.

I /We certify that I /we have notified the Auctioneers in writing if any of the items entered have been certified by any insurance company as a write off.

Signed:.....Date:.....

**[www.nockdeighton.co.uk](http://www.nockdeighton.co.uk)**

**t: 01746 762666 e: [enquiries@nockdeighton.co.uk](mailto:enquiries@nockdeighton.co.uk)**

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