

PLANT, MACHINERY & EQUIPMENT SALES – Conditions of Sale – Vendors

DEFINITIONS

- 1.1** In these conditions the following means apply unless inconsistent with the context:
‘Auctioneers’ means Andrew Lane Ltd.
‘Commission’ means the commission charged on the sale of lots to vendors and purchasers as notified on entry forms, auctioneers website, catalogue or announced.
‘Conditions’ means the standard Terms and Conditions of business set out in this document. Any sale specific conditions will be set out in a separate statement of Special Conditions and notified on entry forms, auctioneers website, catalogue or announced.
‘Lots’ means all machinery and all other items sold or intended to be sold in accordance with these conditions and listed on an entry form as goods or items.
‘Purchaser/buyer’ means a person, firm or company that purchases lots by auction, tender or by private treaty.
‘Vendor/seller’ means a person, firm or company who puts forward lots intended to be sold at the sale.
‘Bidder’ means a person, firm or company that makes a bid.
‘Entry form’ means the form supplied by the auctioneers to be completed and signed by the vendor describing the lots to be sold.
‘Sale’ means a sale of lots by auction, private treaty or tender organised by the auctioneers.
‘Hammer price’ means the price at which a lot is knocked down at, net of VAT, commission, buyers premium, dismantling or removal costs and any other charges.
‘Reserve price’ means the minimum price set by the seller in writing, or the auctioneers, that a lot can be sold for at the sale.
‘Sale day’ means the day fixed by the auctioneers for an auction in which a particular lot is entered.
‘Sale ground’ means the venue where the sale is taking place or the lots are located.
‘Auction’ means live or online and whether conducted independently or simultaneously.
‘Buyers Premium’ means a commission payable by the purchaser/buyer to the auctioneer. The auctioneer, when acting as agent for the vendor, may also receive commission from the vendor.
‘Catalogue’ a list of some or all of the lots together with these General Conditions and any Special Conditions.
‘Deposit’ a sum of money requested by the auctioneers to permit bidding or allow removal.
‘VAT’ Value Added Tax chargeable under British law.
‘Vehicle’ any self propelled machine to include but not limited to cars, lorries and tractors.
‘Working day’ means Monday to Friday 8.30am to 5pm.

- 1.2** Except where the context otherwise requires words in noting the singular include the plural and vice versa; words denoting persons including corporations and vice versa.
- 1.3** References to any particular legislation or regulation directive including any amendment and updates.
- 2. STATUS OF CONDITIONS OF SALE**
- 2.1** Any vendor entering lots in the sale is deemed to have read, accepted all and sells on the basis of these Conditions.
- 3. COMMISSION**
- 3.1** The Vendor shall pay commission to the auctioneers at the following rates:-
10% on any lot up to £1000
5% on any lot £1001 or over
- 3.2** A minimum commission of 50p per lot sold.
- 3.3** VAT at the Standard rate will be charged on all commissions.
- 3.4** Commission at the rate specified shall be payable by the seller on all lots sold privately at the sale ground.
- 4. ENTRY OF LOTS FOR SALE**
- 4.1** All lots must be entered on the Auctioneers ‘entry form’ which is to be submitted to the auctioneers within the dates and time frame set out on the entry form.
- 4.2** All lots must be delivered to the sale ground on the dates and time frame set out in the ‘entry form’ or as authorised by the auctioneers and notified on their website.
- 5. HEALTH AND SAFETY**
- 5.1** Any person entering the sale ground does so at their own risk and must comply with the requirements of all Health and Safety notices and report immediately to the auctioneers.
- 5.2** The auctioneers reserve the right to refuse admission to any person or entry of any lot(s) into the sale ground without giving reason.
- 5.3** All persons entering the sale ground are hereby given notice that there are significant risks to include but not limited to unloading machinery, movement of machinery, equipment and transport. Caution should be exercised and children must be fully supervised at all times.
- 5.4** Any incidents or accidents in the sale ground should be reported to the auctioneer’s office immediately.
- 5.5** Permission from the auctioneers is required ahead of starting powered equipment or machinery.
- 5.6** The maximum speed in the sale ground is 5 miles per hour.
- 5.7** Certain types of plant and machinery and ancillary equipment can contain hazardous materials, chemicals, etc. in the event the auctioneers accept the lot as suitable for sale the vendor must ensure that the loading and transport of any lot containing any hazardous materials, chemicals, etc. to and from the sale ground is carried out in accordance with the Health and Safety at Work Act 1974 and Control of the Substance Hazardous to Health Regulations 1988 (COSHH) and any other relevant Act of Parliament, regulations or relevant Legislation covering such substances.
- 6. RISK AND PROCEDURES**
- 6.1** The vendor is responsible for insuring his lots and all risks relating thereto to include loss or damage until the hammer falls whereupon the risk and responsibilities pass to the purchaser.
- 6.2** Unless otherwise agreed by the auctioneers no entries can be accepted on the day of the sale.
- 6.3** All reserve prices must be set out in writing on the entry form otherwise no responsibility can be accepted by the auctioneers for errors in respect of reserve prices.
- 6.4** All lots bought into the sale ground must be offered for sale by auction and must not be sold privately before the sale. In the event that any private transactions take place following the sale whilst the lots remain in the sale ground they must be notified to the auctioneers. Such transactions will be treated as a sale of the lots by the auctioneers.

- 6.5** If a lot remains unsold following the sale day and remains in the sale ground the auctioneers reserve the right to sell such lot at the reserve price without further consultation with the vendor. The auctioneers also reserve the right to sell any unsold reserved lots in the sale ground after the sale without further consultation with the vendor.
- 6.6** Following the sale of any vehicle, tractor or other self propelled machines the auctioneers shall not pay over the net purchase price to the vendor until such time as the vendor has given to the auctioneers the V5 registration document for such lots if the seller has stated on the entry form that the registration documents will be supplied.
- 6.7** The auctioneers reserve the right to annul and cancel any sale to include cases where the vendor has stated on the entry form that the V5 registration document is supplied and subsequently it is not deposited with the auctioneers on or before the day of the sale.
- 6.8** In the event the sale is cancelled, the vendor will be responsible for any cost of transport incurred in the lot(s) being transferred to or from the sale ground or any other location and any other reasonable costs relating to the cancellation.
- 7. RESERVE PRICE AND BIDDING**
- 7.1** The auctioneers and/or vendors reserve the right to set a reserve price for any lot.
- 7.2** The vendor may bid for any lot either personally or through the auctioneers or through any person only up to the reserve price and may withdraw any lot at any time before the sale of such lot.
- 7.3** The auctioneers may without giving any reason refuse to accept bids from any persons. In the case of a dispute as to any bid the auctioneers may forthwith determine the dispute or put up the lot again or withdraw the lot.
- 8. AUCTIONEERS AS AGENTS FOR VENDORS**
- 8.1** The auctioneers sell as agent for the vendor and as such are not responsible for any default by the vendor or purchaser.
- 8.2** In the event that a purchaser fails to pay the purchase price for the lot in accordance with these Conditions and the auctioneers have previously advanced to the vendor of such lots an amount representing the net purchase price the vendor shall forthwith, at the request of the auctioneer, assign all and any of his rights against the purchaser in respect of the unpaid purchase price to the auctioneers and shall execute such documents as may be required by the auctioneers to give effect to such assignment and further, shall give all reasonable cooperation to the auctioneers in action, claim or proceedings brought or threatened by the auctioneers against the purchaser.
- 9. REMOVAL OF LOTS FROM SALE GROUND**
- 9.1** All lots whether sold or unsold may not be removed from the sale ground without a removal pass. Passes can be obtained from the auctioneers office. All lots must be checked out by the auctioneers staff. Any person entering the sale ground does so at their own risk and must comply with the requirements of all Health and Safety Notices and report immediately to the auctioneers prior to the commencement of any removal.
- 9.2** All lots remaining unsold which the auctioneers have requested the vendor to collect, must be cleared from the sale ground within the time frame and on the dates set out in the entry form, Special Conditions of Sale, any auctioneers announcement either verbally or on the auctioneers website, unless the auctioneers expressly agree otherwise.
- 9.3** Any lot which, without the express written consent of the auctioneers, has not been collected within 10 working days from the ‘sale day’ will be deemed to be abandoned and the auctioneers will be entitled to dispose of such abandoned lots at their unfettered discretion. Any monies arising from such disposal(s) and storage will be paid to and retained by the auctioneers.
- 10. TITLE AND WARRANTIES**
- 10.1** The seller warrants that the lots entered for sale are entirely their property and are not subject to any Hire Purchase, Lease, Contract Hire agreement or any other contract, and that they shall abide by the Standard Terms and Conditions of Business and Special Conditions shown on any entry form and any verbal announcements and on the auctioneer’s website.
- 10.2** The vendor warrants that they are the owner of and entitled to have possession of and to sell lots. The vendor further warrants that all the information supplied by them or their agents is accurate and agree to indemnify any purchaser against any liability howsoever arising in respect of the auctioneer and purchaser receiving the lots at auction or in respect of any inaccuracies in the above information and against all cost and expenses incurred by the purchaser and auctioneer in dealing with any claim arising in that respect.
- 10.3** The vendor certifies that they have notified the auctioneers in writing if any of the lots entered have been recorded by any insurance company as a right off or have been subject to a major insurance claim.
- 10.4** The vendor warrants that as far as reasonably practicable, given the age, condition, and use of the lot, that they have taken adequate steps to ensure that the lot is safe and without risk to Health and Safety and that they indemnify the auctioneer against all claims under the Consumer Safety Act 1978 and Part 1 of the Consumer Protection Act 1987.
- 10.5** The vendor MUST declare on the entry form any risk posed by lot to Health and Safety so that it is clear to the auctioneer and prospective buyers.
- 10.6** The vendor warrants that unless disclosed on the entry form any vehicles entered are in a roadworthy condition and comply with the regulations made under Section 41 of the Road Traffic Act 1988 and has the benefit of any current MOT certificate which will be transferred to the purchaser.
- 10.7** The vendor warrants that they will endeavour to provide all operators handbooks and instructions manual in their possession for the lot.
- 10.8** In 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 and against all full claims from third parties that may arise.
- 10.9** In cases where the auctioneers have reason to doubt any information or any required information is not forthcoming the auctioneers may instruct a suitably qualified person to inspect and report on the lot the cost of which shall be borne by the vendor.
- 10.10** The vendor warrants that they will indemnify the auctioneers, their servants and agents and the buyer against any loss or damage suffered by them in consequence of any breach of the above warranties.
- 11. V.A.T.**
- 11.1** All vendors shall properly complete a VAT declaration confirming their status, VAT registration number (where applicable) and deliver it to the auctioneers prior to the sale. Vendors who for the purposes of VAT legislation are registered as operating within the General Margin Scheme, must enter their goods on the appropriate entry form of the auctioneers and clearly state that they are eligible to sell their entries under the auctioneers scheme and require their lots to be so treated.
- 12. GOVERNING LAW AND JURISDICTION**
- 12.1** All contract entered into between the purchaser and vendor and between either of them and the auctioneers on the basis of these Standard terms and Conditions are governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Court.