

# CARLISLE IMPLEMENT & MACHINERY SALES - CONDITIONS OF SALE

**Note** - The word "Goods" in this instance represents any items included or intended to be included in these sales.

1. All Lots are accepted subject to the Implement & Machinery Sale Terms and Conditions of Sale and to the Auctioneers' General Sale Conditions in conjunction with the sale conditions recommended by the LAA of which clients shall be deemed to have full knowledge.
2. The Auctioneers act only as agents. Any contract of sale is made solely between the person or persons entering a Lot and the person or persons whose bid for such Lot is accepted. The Auctioneers shall not in any circumstances be a party to or in any way whatsoever liable under such contract; nor shall they in any circumstances whatsoever be liable for breach or warranty of authority.
3. The Auctioneers reserve the right:-
  - (a) to refuse any entry;
  - (b) to refuse to accept any bid by any person or persons;
  - (c) in the event of any dispute or arising out of or over any bidding, to determine such dispute in their sole discretion or to put the Lot up for sale again at the last undisputed bid;
  - (d) to withdraw any lot at any time;
  - (e) to bid or to accept a bid on behalf of the person entering the Lot for sale.
4. The Auctioneers are not responsible for any loss of or damage to any Lot on their premises from any cause whatsoever whether caused by or arising out of the negligence of the Auctioneers, their servants or agents or otherwise.
5. All Lots are accepted at the Vendor's risk and if not sold shall continue to be held by the Auctioneer's at the Vendor's risk and the Auctioneers shall be under no liability to notify the Vendors of Lots not sold.
6. Good, unsold and purchased, cannot be removed from the Sale premises without a pass for same being obtained from the Auctioneer's offices, and items checked out by an employee of the Auctioneers.
7. Vendors and Purchasers are reminded that all goods sold and bought privately in our saleyard must be booked through the Auctioneer's office, and that FAILURE TO REPORT SUCH TRANSACTIONS IS AN OFFENCE. All goods sold privately whilst in our saleyard are subject to the terms of sale as if sold by auction, but in the event of goods being sold and the Auctioneers not being informed, commission at the rate of 10% will be payable by the Vendor and the buyer will not be given delivery of such Lot until the commission is paid.
8. Every Purchaser is required to leave his full name and address at the Auctioneer's office, whether he intends to remove his purchase on the day of sale or not.
9. All Lots sold shall be at the Purchaser's sole risk.
10. The buyer of any Lot is liable to pay the full purchase price in cash to the Auctioneers on the day of sale and must do so prior to removal of the Lot. Any person wishing to pay by cheque must make prior arrangements with the Auctioneers, and the Auctioneers reserve the right to retain any Lot until such cheque is honoured.
11. Any current licence left on any lot entered for sale is to become the property of the buyer.
12. Unless a Warranty is given by the Auctioneer at the time of Sale, the Lots are sold "as they lie" with all faults and errors or mis-statements of description, quantity or otherwise. The purchaser shall be deemed to have inspected the Lots he buys, and if he buys without inspection, he shall do so at his own risk. Warranties apply only to goods which are purchased and paid for on the day of sale.
13. Any purchaser disputing the correctness of any description, warranty or guarantee of any Lot purchased shall obtain a qualified engineer's certificate of the defect alleged and forward the same to the Auctioneers to reach them by 10am on the Wednesday following the sale, and shall return the said Lot disputed not later than 4.30pm on the Friday of the week following the sale. If not so returned it shall be deemed not to have been returned and any claim for breach of description, warranty or guarantee shall be barred. If returned and any breach of description, warranty or guarantee shall be barred. If returned the Vendor shall furnish a qualified engineer's certificate within 4 days of notification of return and if this certificate does not confirm the certificate furnished by the engineer appointed by the purchaser, or in the event of the Vendor failing or refusing to supply an engineer's certificate within 4 days of notification of return the Auctioneers may refer the matter to some person to be appointed by the Auctioneers, who shall act as arbitrator subject to these conditions and the provision of the Arbitration Acts as modified by these conditions. The Auctioneers may appoint as arbitrator any member of their company or firm or any person in their employ whose decision shall be final and binding on both parties or may declare the Lot returnable.
14. In the event of any Lot deemed to be returnable being returned for failing to answer any description, warranty or guarantee, the Vendor shall reimburse the Purchaser for the cost of the carriage of such item to the Purchaser's destination and back therefrom, which carriage shall not exceed £50, and the cost of the engineer's certificate which shall not exceed £5, and the cost of the engineer's certificate if appointed by the Auctioneer's, and no other expenses whatsoever, and these shall be recoverable from the Vendor only and not from the Auctioneers who act as agent for a disclosed principal, and who are entitled to the same commission for selling as if the article had not been returned.
15. No Lot shall be deemed to be returnable unless paid for on the day of sale. Payment made by cheque of which payment has been subsequently stopped or dishonoured shall not be deemed to constitute payment.
16. The Auctioneers act solely as agent between the Vendor and Purchaser and in the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, they may at their discretion, annul and cancel the sale of such Lot or Lots.
17. All Road Traffic Acts. Purchasers are reminded that some of the vehicles or trailers sold at this sale may not be immediately roadworthy, or may be of such design as will not, without alterations, comply with the provisions of the Acts or the Regulations issued thereunder. It is an offence to use on a road a vehicle or trailer which does not comply with these provisions and accordingly it is a Condition of the Contract of Sale that the Purchaser shall undertake to comply with the Acts and Regulations relating to such vehicle or trailer.
18. **The Health and Safety at Work Act 1974. Provision and Use of Work Equipment 1998 Regulations (PUWER).** Purchasers are reminded of the provisions of the above Acts regarding the Safety-guarding of Machinery and Implements and that some of the Machinery sold at this sale may not immediately comply with the Regulations issued thereunder. It is an offence to use any machine which does not comply with the regulations laid down in the Acts and accordingly it is a Condition of the Contract of Sale that the purchaser shall undertake to comply with the Acts and Regulations relating to such machines and implements as he shall purchase.
19. **The European Communities Act 1972. The Consumer Protection from Unfair Trading Regulations 2008 [S.I. No. 1277.]**  
The Vendor is reminded that under the provisions of the above the Vendor of many lots to which misleading acts or omissions are applied, which affect the Consumer's economic decision, may be guilty of a criminal offence punishable by fine or imprisonment.
20. The Auctioneers are compelled to withhold payment for Tractors, Vehicles and Self-Propelled Machines sold until a Registration Book, or Certificate of Non-Registration is received.
21. You have the right to know how we will use the information you have provided to us. We may share the information with other members of our group and may make this information available to relevant media groups and other interested parties on request. We and other members of the group may contact you by telephone, e-mail, post or fax to inform you of products or services available. If you do not want to be contacted for marketing purposes or do not wish your information to be made available to any other parties please notify us in writing.

## DESCRIPTION, WARRANTIES AND GUARANTEES

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.

No item shall be returnable for any description, warranty or guarantee other than that affecting its working, running or mechanical condition.

No description other than year of make, maker's name, and type will be given unless warranted in working or running condition.

The Auctioneers accept no responsibility for damage due to frost.

## RECEPTION AND DESPATCH OF GOODS

**Will be on day of sale 7am to 6pm otherwise by strict arrangement with the Auctioneers**

**Harrison & Hetherington Ltd**

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