

BROWN & CO Machinery Sale Entry Form

Please return to the Auctioneers: Brown & Co, 10 Market Place, Brigg, North Lincolnshire, DN20 8ES,
Tel: 01652 654833

Sale at: Vintage Tractor & Heritage Show, Newark Showground

Sale Date: 7th November 2009

Office Use Only	Description of Lot	Reserve (no reserve accepted on lots having a value less than £25)	Office Use Only

THIS SECTION MUST BE FULLY COMPLETED

Name..... Are you registered for VATYes/No
 Address..... VAT Reg. No.....

 I am entitled to sell the above lots and offer them in accordance with the conditions of entry overleaf.
 Telephone
 Number.....

I/We hereby certify that all goods and chattels sold on my/our behalf are my/our sole property and not subject to a Hire Purchase Agreement or Bill of Sale, and that I am/we are the lawful person(s) to whom the proceeds of sales should be paid. I/we agree to abide by the Conditions of Sale set out in our letter and enclosures with this entry form.

Signed: Date:

CONDITIONS OF ENTRY

Safety Regulations

We reserve the right to refuse lots which we consider to be in breach of statutory safety or other regulations. Secondhand electrical goods will only be accepted if accompanied by a safety certificate signed by a competent qualified electrician. If you have electrical goods to enter we may have an electrician visiting the site to test other goods. Please telephone the auctioneers for further details.

Delivery of Lots

Entries must be delivered to the sale field at the following times, Thursday 5th November 2009 (9am – 5 pm) and Friday 6th November 2009 (9am – 12 noon). No lots can be accepted after this time. Brown & Co reserve the right to refuse entries considered unsuitable for the sale. Access to the sale field will be via the Green Gate at the Newark Showground.

Loss or Damage

We accept no liability whatsoever in respect of loss or damage to any machine or article entered for sale.

Entry Fee

A non refundable Entry Fee of £5 plus VAT per lot will be charged on entry of lots.

Commission

Commission will be charged at 5% for Tractors and 10% for all other lots. Our commission and VAT will be deducted from the proceeds of sale and we will issue a receipted VAT invoice at the time of accounting to you.

Reserve Prices

These must be notified on the entry form. No reserve of less than £25 can be accepted. We reserve the right to charge a fee on unsold lots based on 2½% of the reserve price.

Lot Removal

In the event of an entry not being sold, you will be notified after the sale and these lots must be removed from the sale field on the day of the sale unless agreed with the auctioneers. We accept no responsibility for the loss or damage of lots during this period. Any goods left after seven days will, without notice, either be sold by us at the expense of the owner, or returned to him carriage forward.

Conditions of Sale

A copy of our full conditions of sale are attached to this entry form and further copies are available on request.

Hire Purchase

We will not offer for sale any articles subject to the conditions of a hire purchase agreement unless the existence of such an agreement is disclosed to us, at least 20 days prior to the sale and all consents necessary to the sale obtained prior to the date of the sale.

Default

The auctioneers shall not be considered responsible for any default on the part of either the purchaser or the vendor and any remedy shall be against them only and not the auctioneer.

Value Added Tax

For the purposes of VAT only, the auctioneers will be deemed to be the principal in the sale of each lot. For VAT registered vendors we will collect the tax from each purchaser and pay the tax to the vendors who should, in turn, account for it as if the goods had been sold to the auctioneer.

Vendor's commission is subject to VAT at the prevailing rate.

Payment

Brown & Co operate a separate clients account which is maintained and audited in accordance with the RICS Members Account Regulations. There is a clients money protection scheme available. Brown & Co are entitled to the benefit of monies held in the clients account. The proceeds of the sale will be paid over to you after 10 working days following the sale in order to allow purchaser's cheques to be cleared through our bank. In accounting to you we will be entitled to offset any sums due to us in respect of fees, commissions, expenses and VAT.

CONDITIONS OF SALE FOR MACHINERY SALES BY AUCTION
(with buyer's premium)

1 DEFINITIONS

In these conditions the following terms have the following meanings unless inconsistent with the context:

"Auctioneers" means Brown & Co – Property and Business Consultants LLP ('Brown & Co')

"Buyers Premium" means the premium charged to buyers on purchase of Lots

"Commission" means the commission charged on the sale of Lots

"Conditions" means the standard terms and conditions of business set out in this document

"Lots" means all or any machinery and other items sold or intended to be sold in accordance with these conditions

"Purchaser" means a person, firm or Company who purchase any Lot

"Vendor" means a person, firm or Company who puts forward any Lot intended to be sold at the sale

"Sale" means a sale of the Lots by auction from time to time organized by the auctioneers

"Saleground" means the venue at which the sale takes place

"Hammer Price" means the price at which a Lot is knocked down by the Auctioneer to the Purchaser

"Sale Proceeds" means the net amount due to the Vendor being the Hammer Price of the lot sold less commission and expenses and any other amounts due to the Auctioneer by the Vendor in whatever capacity and howsoever arising

"Reserve Price" means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions. These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneer who will announce any departures at the start of the sale.

3 HEALTH AND SAFETY

(i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.

(ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment; Caution should be exercised at all times and children must be fully supervised at all times.

(iii) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneer in charge.

(iv) Any accidents or incidents that occur on the Saleground must be immediately reported to Brown & Co and details recorded in the accident book.

(v) No powered machinery or equipment should be started without the prior approval of the Auctioneers.

(vi) No vehicles are permitted on the Saleground during the sale. Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.

(vi) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

4 AUCTIONEERS STATUS

- (i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.
- (ii) The parties to the contract of sale are the Vendor and the Purchaser and the Auctioneers as such are not responsible for any default by Vendor or Purchaser.
- (iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

5 EXCLUSION OF LIABILITY

- (i) 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 Lots) whether incurred before, during or after the Sale.
- (ii) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect or personal injury to or death of any person arising out of or in the course of or caused by the Sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

6 WARRANTY

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in Clause 18.

7 RESERVATIONS

- (i) The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.
- (ii) The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute put up any Lot for auction again.

8 CATALOGUES AND ADVERTISEMENTS

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement will arrive for sale, nor that any description therein contained can be relied upon as accurate. Any illustrations in Catalogues are for general identification only.

9 RESERVE PRICE AND BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
- (ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
- (iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance a bid less than a sum to be named from time to time by the Auctioneer.
- (iv) All Lots must be inspected by the Purchaser who bids on the understanding that he has inspected (or is deemed to have inspected the Lot for which he is bidding and agrees to take it with all faults and imperfections (subject to Clause 20)).
- (v) The Auctioneers may accept written or verbal instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their Staff to bid for any Lots or for failure of telecommunications relating to bids made.
- (vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
- (vii) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot. The Vendor may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any Lot at any time before the sale of such Lot.

10 PAYMENT

- (i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash

immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneer's discretion.

(ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

11 RESERVATION OF TITLE

(i) If the Auctioneers do not demand payment from the Purchaser but allow him to remove the Lot from the sale then the Purchaser shall ensure that the title in the Lot remains vested in the vendor (or Auctioneers as Agents of the Vendor) until payment in full has been made. If the Vendor has been paid, but the goods not paid for the title remains with the Auctioneers, until full payment has been made.

(ii) Until payment in full has been made the Purchaser shall undertake to keep the Lot in a good and marketable and readily identifiable condition and not to sell the Lot which remains the property of the Vendor. In addition, if not paid for on demand, the Lot shall be returned to the Auction site for resale and shall be dealt with as in Clause 19.

(iii) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as Agent of the Vendor).

(iv) In the event of breach of conditions 10 and 11 (i) to (iii), the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

12 RESPONSIBILITY FOR LOTS

After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

13 BUYER'S PREMIUM

The Auctioneers will charge purchasers a Buyers Premium of 5% (plus VAT) for tractors and 10% (plus VAT) for all other lots on the hammer price of each and every Lot purchased

14 VALUE ADDED TAX ON PURCHASE PRICE

VAT at the standard applicable rate will be added to the sale price of all lots unless they are exempt.

15 WARRANTY AND INSPECTION OF GOODS

(i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

(ii) If any Lots are described at the same time of the 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 for a period of 7 days commencing at 12 noon on the sale day subject always to Clause 17 set out below.

(iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of Sale" or "as new" or any other description calculated to mislead Purchasers will be deemed to have been sold with a warranty that such Lot is in "working order" and therefore has no defect which renders it incapable of the reasonable work for which it is intended and it must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to Clause 17 set out below.

(iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a Certificate will either be refused entry or have the lead and plug

removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers and Vendor shall have no responsibility for the safe use of the item.

16 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 other authorization necessary before such vehicle or trailer can be used on the road.

17 HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO HEALTH AND SAFETY

(i) The Purchaser of any Lot 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.

(ii) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.

(iii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as Agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

18 NOTIFICATION OF DEFECTIVE LOTS

(i) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of the Lot purchased shall notify the Auctioneers as soon as practicable and no later than 12.00 noon on the third working day following the Sale at which the Lot was purchased and shall return such Lot to the Saleground not later than seven days following such Sale together with a competent engineer's report (if so required by the Auctioneer) setting out full details of the defect alleged.

(ii) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

19 RESALE DUE TO FAILURE OF COMPLIANCE

(i) On failure of compliance with the Conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.

(ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.

(iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.

20 AUCTIONEERS' RIGHT TO ANNUL SALES

(i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.

(ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially Brown & Co staff, will not be tolerated.

21 REMOVAL OF LOTS FROM SALEGROUND

(i) All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' Offices. All Lots must be checked out by a Representative of the Auctioneers.

(ii) All Lots purchased must be cleared from the Saleground on the day of the sale unless otherwise agreed with the auctioneers.

(iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 21 (ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Saleground.

22 APPLICABLE LAW

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.