

MACHINERY INDEMNITY

All machinery offered for sale by Brightwells at Shobdon will now be sold with a full warranty as to title. This means that purchasers can buy in the knowledge that if the goods purchased should subsequently prove to have been stolen, or the subject of an undischarged finance agreement, or any other claim as to title, Brightwells will immediately refund the purchase price in full. This scheme will be funded by the introduction of an indemnity charge of 1.97% of the hammer price plus VAT added to all purchaser's accounts. Heavy Goods, other Vehicles and Utility Section lots, an Indemnity charge of 5% and Sundry and Environment Agency Section lots incur a charge of 10% indemnity plus VAT is charged on the hammer price.

AUCTIONEERS' NOTES

1. **SITUATION:** Shobdon Aerodrome is situated 8 miles North West of Leominster. From Leominster turn left in Shobdon Village but **DO NOT** take the next left as sign-posted "**SHOBDON AERODROME**". Continue instead for half a mile and turn left at Milton crossroads. After a further quarter of a mile, turn left and continue straight on towards the entrance to Kingspan, but turn left at the main gate. Continue along the track to the sale site. **PLEASE NOTE:** There is **NO ACCESS** whatsoever to the Shobdon Machinery Sale Site via the road that also leads down to the Aerodrome. This is upon direct instructions from the Site Landlord. This road can be used for **EXIT** purposes **ONLY**. You **WILL** be asked to turn back if you attempt to enter the Sale Site this way.
2. **FACILITIES:** Site Office, Refreshments and Toilets. Unloading facilities are available between **9.00 a.m.** and **4.00 p.m.** on the Wednesday and Thursday prior to the sale for Machinery 7 Sundry Items. They are also available from **7.00 a.m. to 8.30 a.m.** on the morning of the sale for items in the Machinery Section only. Loading facilities (£3 per lift) are available between **11.00 a.m. and 5.00 p.m.** on the day of the sale.
3. **DELIVERY:** **NO LOTS** can be delivered to the site **UNTIL 8.30 a.m.** on the **WEDNESDAY** prior to the sale, unless by prior arrangement. Delivery will be taken between **8.30 a.m. and 4.00 p.m. on the WEDNESDAY and THURSDAY** and **7.00 a.m. and 8.30 a.m. on FRIDAY**, sale day. Please note that Sundry items must be delivered before 4.00 pm on the Thursday preceding the Sale. No Sundry Items will be accepted on the Friday morning. All lots must be cleared from the site by **12 noon** on **Saturday** after which the gates will be locked. A one-way system will operate throughout the site with no parking permitted on the sales area.
4. **REGISTRATION:** All Purchasers not holding a Permanent Buyer's Number must register **BEFORE** bidding. All Non-Security Card holders are requested to bring identification. Non-registered purchasers will **NOT** have bids accepted. Identification must be by Drivers Licence, Passport etc., plus a Utility Bill or Address Document. We have full credit/debit card facilities on site for non account holders to pay, there is a 3% charge on credit cards.
5. **SECURITY:** The responsibility of all Lots remains with the Vendor until the fall of the hammer and the Purchaser thereafter. No Lots may be collected until a pass has been obtained from the Auctioneers Office.
6. **ACCESS:** There is no access whatsoever through the old sale entrance. Gates from the Aero Club will be locked and any vehicle parking on the land belonging to Shobdon Sports & Leisure may be towed away and a charge made to release the vehicle. Remember also that the remainder of the runway is "live" and trespassers will be prosecuted.
7. **CLEARANCE:** All Lots to be cleared from the site by **12 noon** on the **Saturday** following the Sale after which the gates will be locked. Uncleared Lots will be subject to a storage charge of **£10 per day**, plus **£50** removal charge, Tyres will be at cost. Charges will be made for any uncleared rubbish, part lots etc., at the relevant cost at time of removal. Storage of lots is available if required but the lots remain at the purchase/vendors own risk.
8. **PLEASE NOTE:** No Lots will be accepted in the "**SUNDRIES SECTION**" after **4.00 p.m.** on the day before the Sale. It is essential to deliver Sundry Items on the Wednesday or Thursday preceding the Sale Day.
9. **PAYMENT:** All items purchased shall be **PAID FOR ON THE DAY OF THE SALE** immediately at the conclusion of the Auction. All purchasers who do not regularly trade with the Auctioneers should make one of the following arrangements for payment prior to purchase.
 - i) **Arrange to pay by Credit or Debit Card. Credit Cards carry a 3% charge, VAT included, to cover our Bank Charges, or pay by Cash.**

- ii) Arrange with your Bank Manager for the issue of a guaranteed cheque to be brought with you.
- iii) Bring a letter to **EACH AUCTION** from your bank addressed to Brightwells Limited confirming the amount up to which cheques can be accepted. The letter should include the following:
- a) Date of Auction
 - b) Yours account number
 - c) Your account name
 - d) Amount of limit of cheques
 - e) Authorised bank signature
- iv) Ask your bank to contact us, **Telephone 01568 – 611166** ~Brightwells Limited, Easters Court, Leominster, Herefordshire HR6 ODE, confirming that you will be attending the sale and that cheques can be accepted up to an agreed limit.

10. POWER TAKE OFF DRIVE SHAFTS: ALL PTO DRIVE SHAFTS AND CONTROL BOXES OR OTHER DETACHABLE ITEMS MUST BE SECURELY ATTACHED TO THE MACHINE. If none of these are evident then the purchaser must assume that they are not available and included in the sale. The Auctioneers take no responsibility for any parts, PTOs missing or any other damage to or loss of the machine whilst on the premises. (See also No 13 on the Special Conditions of Sale).

11. RESERVES: Vendors are reminded that any reserve prices must be handed to the Auctioneers **IN WRITING** not later than one hour before the sale commences (i.e. 9.00 a.m.). The Auctioneers will not be responsible for any reserve not dealt with in this manner. Alterations to reserves should only be made in writing.

12. PRESENTATION OF LOTS: The Auctioneers cannot accept any responsibility for any Lots not being presented for sale at the Auction. Nor can they entertain any claim for expenses incurred in abortive attendance at the sale. We will be pleased to advise whether or not a lot is forward on the site, if you telephone the office on the afternoon previous to the sale.

13. NOTICE TO ALL VENDORS: Before leaving the sale site please check with the office that your Lots are sold. If any items remain unsold you **MUST** obtain a "Not Sold" Pass from the Sales office before removing your Lots from the Auction Site. It is important to remember that this sale takes place on an open site and that Security of Lots is the Vendors responsibility until sold.

14 INSURANCE: Vendors and Buyers Please Note: The responsibility to insure any lot Pre Sale or Post sale on a "not sold lot" falls with the vendor (seller) and any existing insurance must be maintained until the fall of the hammer. Once the hammer has fallen or the sale agreed post auction (in the case of lots sold "subject") the responsibility to insure the lot falls with the buyer who should inform his Insurance Company immediately. Messrs Brightwells (The Auctioneers) will take no responsibility for the insurance of any lot whether pre or post auction – whether delivered prior to the date of sale, on the date of sale or post sale.

15 PRIVATE TREATY SALES: Any goods bought privately after the auction must be paid for through our office ~ delivery of the same cannot be obtained otherwise and it is an offence not to report the transaction. The Auctioneers reserve the right to charge either party, the commission where a private sale has taken place.

16. VAT: at the standard rate will be added to the purchase price of all Lots, which is 20% of the purchase price. VAT is chargeable on all lots in the sale regardless of whether or not the vendor is VAT registered. In addition all charges and Indemnity/Buyers premium will be subject to VAT. In the case of overseas Purchasers from EC countries, they will be required to supply the Auctioneers with their VAT/FISCAL NUMBER AND OTHER RELEVANT INFORMATION REQUESTED in order that the items may be invoiced at zero rate for VAT purposes. Where THIS INFORMATION IS NOT MADE AVAILABLE or where the Purchaser is not VAT registered, VAT at the standard UK rate will be charged in addition to the purchase price of all relevant lots. THIS AMOUNT WILL NOT BE RECOVERABLE. It is the responsibility of overseas purchasers from EC countries to ensure that they or their haulier complete and sign a "COLLECTION CERTIFICATE" at the Auctioneers office on collection of goods purchased. Failure to do so will result in VAT becoming payable at the standard UK rate and this VAT will NOT BE RECOVERABLE. In the case of overseas Purchasers from Non EC countries, they will be required to pay a VAT deposit equivalent to the standard UK rate of VAT. Such amount will be refunded to the Overseas Purchaser if the Auctioneers receive within three months of "the time of supply" a satisfactory Bill of Lading or Certificate of Shipment as proof of shipment of the lots outside the EC, failing which the VAT deposit will be paid over to Customs & Excise as VAT. New Overseas Purchasers are asked to contact our accounts office at least two days prior to the sale in order to deal with their requirements.

17. NOTICE TO ALL PURCHASERS:
The Low Voltage electrical equipment (safety) Regulations 1989 Please note: that items purchased as "Electrically Safe" are sold not necessarily in working order. The Lots purchased as "Scrap" must not, in any circumstances, be connected to an electricity supply. Please note this is an

open site and goods are not protected from rainfall. All lots should be properly checked after the sale, before use, by a qualified Electrician.

NOTICE TO ALL VENDORS:

The Low Voltage electrical equipment (safety) Regulations 1989. Please note: In order to comply with the above regulations all electrical equipment that is to be offered for sale will, unless already tested by an authorized Electrician, be tested for safety prior to the sale. Those items which may not comply with the above legislation will be sold as scrap. The charge for this compulsory testing will be £3 + VAT per item whether sold or unsold. A qualified electrician will be on site on the morning of the sale prior to the commencement of the sale.

18. The auctioneers reserve the right to refuse entries of any tyres or other goods they consider not to be in a saleable condition.

19. All vendors will be responsible for correct Health & Safety procedures when unloading on site. They will be equipped as necessary with adequate equipment and will hold the necessary operators and equipment licences for vehicles, hoists, cranes and loaders and for the equipment such as chains, straps, hooks etc., be responsible for any loss, damage or injury caused.

20. No vehicles will remain on the site after unloading.

21. Whilst the Auctioneers and Vendor have made every effort to ensure safety on site, all persons attend at their **OWN RISK. Children must be accompanied by an Adult and supervised at all times.** First Aid kits are located in the sale office, If you require first aid then please make yourself known at the office and a member of staff who is trained in first aid will be called upon to assist you. All persons must be aware that Plant Machinery and other equipment has inherent dangers and must take care at all times. No engines to be started, Booms or Jibs raised or any other operation to take place without the presence of the Vendor. Do not climb on the equipment and keep to the designated Sale Areas. Please ask our staff if in any doubt. Visitors to the sale must observe and obey all notices, signs and regulations concerning safety and welfare at all times Visitors should also be reminded that the sale is held on a disused part of Shobdon Airfield which itself is "active" and as such should not venture out of the fenced safe areas. Trespassers will be prosecuted.

PROPER HEALTH & SAFETY WILL BE OBSERVED AT ALL TIMES BY ALL PERSONS ON SITE.

22. **SUBSTITUTED LOTS:** Purchasers should be aware that if there is a not forward lot, the auctioneers may put another lot in place of the original lot. The purchaser must take care to check that the lot corresponds with the catalogue and if in any doubt please ask a member of staff. The Catalogue is for guidance purposes only.

23. **SALE PROCEEDS:** Clients' monies paid to us will be held in Brightwells Ltd Clients' Auction Sales Account at Barclays Bank plc, Hereford Branch. Clients will not be entitled to any interest on balances in this account

MACHINERY SALE ~ SPECIAL CONDITIONS

All Lots are sold subject to our Conditions of Sale and Entry, a copy of which is available on site, or by request.

1 The highest bidder shall be the buyer, subject to the right of the Auctioneers to reject any biddings they may think fit and subject to the right of the Vendor to bid. If any dispute arises as to the highest bidding, such dispute shall be finally settled by the Auctioneers, or at their option the Lot in dispute may be resold.

2 No bidding shall be retracted. The biddings will be regulated by the Auctioneers.

3 Every Lot must be taken to with all faults and misdescriptions, (*if any*). Until sold, each Lot shall be at the Vendor's risk and it shall be his duty to preserve the same. After the fall of the hammer such risk and duty shall devolve upon the Purchaser. The Auctioneers, on behalf of themselves and the Vendor, shall have a lien on each Lot for the purchase money thereof until actual payment. No Lot shall be removed from the place of sale until the sale has been concluded and a PASS obtained from the Auctioneers, or their Clerk. Notwithstanding such lien and the right of possession aforesaid, the Auctioneers will not undertake any risk as regards any Lot, nor any liability whatever, as to preservation, or delivery thereof.

4 **SUBSTITUTED LOTS:** Purchasers should be aware that if there is a not forward lot the Auctioneers may put another lot in place of the original lot. The purchaser must take care to check that the lot corresponds with the catalogue and if in any doubt please ask a member of staff. The catalogue is for guidance purposes only.

5 All private vehicles parked at the Sale are at the owner's sole risk. Whilst security is in place, be aware of the security of your own vehicle and possessions.

6 On failure of compliance with these Conditions, the Auctioneers may re-sell the Lot, or Lots, either by Public Auction, or Private Contract and the deficiency, (if any), with all expenses, shall be made good by the defaulter at this sale, but such defaulter shall not be entitled to any surplus which may arise by such re-sale. Such expenses shall be deemed to include the usual Auctioneers commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, keep and otherwise.

7 Value Added Tax at the Standard Rate will be added to the purchase price of all items bought at this Sale by purchasers in the United Kingdom, (this includes Northern Ireland) and the amount will clearly be shown on the purchaser's Account.

8 Vendors and Purchasers are reminded that all Lots sold and bought on the Sale Site must be booked through the Auctioneers Office and that all Lots sold privately whilst on the Sale Site are subject to the terms of the Sale, as if sold by Auction.

9 **ALL ROAD TRAFFIC ACTS:** Purchasers are reminded that some of the vehicles sold at this Sale may not be immediately roadworthy, or may be of such design as will not, without alterations, or modifications, comply with the provisions of the Acts, or the Regulations issued there under. It is an offence to use on the road a vehicle, or trailer that 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 machines and implements as he/she shall purchase.

10 **WARRANTIES:** All Lots catalogued with "W" preceding the Lot number will be offered for sale in working order with a 48 hour Parts Only Warranty given by the Vendor. Purchasers must notify the Auctioneers at Leominster (**Telephone: 01568 – 611166**) by **10.00 a.m.** on the **Monday** following the Sale, of any faults covered by this Warranty. The Vendors of all Lots sold with this Warranty undertake to supply the parts to the Purchaser, or take the Lot back and refund the Purchase money at the discretion of the Vendor. The Purchaser of any Lot that is to be returned to the Vendor must deliver that Lot to Brightwells Limited Auction Market at Leominster within **SEVEN DAYS** of the Sale. In the case of a dispute the Auctioneers decision will be final and binding on the Vendor and the Purchaser.

11 The Vendor reserves the right to bid. All reserve prices must be presented in writing, or sent to the Auctioneers Office prior to the sale, otherwise no responsibility can be accepted for errors.

12 **HIRE PURCHASE:** The Auctioneers must be notified on the entry form of any item to be offered for sale which is the subject of any Hire Purchase, Leasing or other Finance Agreement

13 **LIABILITY:** Both the Auctioneers and the Landlords cannot be held responsible for any accident, loss or damage from any cause whatever to persons, or property which may occur whilst on the Sale Ground. All Lots are at the Vendor's risk until sold and the Purchaser's risk immediately at the fall of the Auctioneer's hammer. Please take note of all guidance signs and instructions given on the site.

14 **INSURANCE:** Vendors and Buyers Please Note: The responsibility to insure any lot Pre Sale or Post sale on a "not sold lot" falls with the vendor (seller) and any existing insurance must be maintained until the fall of the hammer. Once the hammer has fallen or the sale agreed post auction (in the case of lots sold "subject") the responsibility to insure the lot falls with the buyer who should inform his Insurance Company immediately. Messrs Brightwells (The Auctioneers) will take no responsibility for the insurance of any lot whether pre or post auction – whether delivered prior to the date of sale, on the date of sale or post sale.

15 **SECURITY:** Whilst maintaining security staff during the night preceding the Sale, items left on the Sale Ground both before and after the Sale remain the responsibility of the owner.

16 **VEHICLE DOCUMENTS:** Entries of vehicles which by Law must be licensed for use on the Public Highway, **MUST** be accompanied by the relevant Log Books, Certificates, or MOT, plating and ownership transfer where available. The Auctioneers will not release documents on the day of sale. All documents supplied to the auctioneers will be filled in correctly, with the DVLA being informed of the new keepers details. If any vehicles are sold without a V5 document the vendor remains liable for any penalties issued by the DVLA

17 **BANKING ARRANGEMENTS:** Prospective purchasers unknown to the Auctioneers should make the necessary arrangements with both their Banks and the Auctioneers at least 48 HOURS prior to the Sale. No cheques will be accepted unless arrangements have been made with the Auctioneers prior to the Sale.

18 **ORDER OF SALE:** Late entries will automatically be placed at the beginning, or end of the Sale and under no circumstances positioned in vacant Lots. Items found to be in an unauthorized position will not be offered for Sale.

19 **SITE CLEARANCE:** All Lots must be removed from the Sale Site by **12 noon** on the **Saturday** following the Sale after which the gates will be locked. All Lots both sold, or unsold which are not removed by this time will be charged storage at a rate of £2 PER DAY, PER LOT, plus £10 per Lot for removal to storage. Other charges will be levied where necessary according to costs at the time.

20 **CONDITIONS OF SALE:** All entrants will be deemed to have read and agree to abide by both the Auctioneers' Conditions of Sale (available for inspection in the Sale Office) AND the Supplementary Conditions, (copies available on request).

21 **RESERVATION OF TITLE:** 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 Brightwells Limited until payment in full has been made. 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 Brightwells Limited. In the event of the sale before payment has been made in full the purchaser shall hold the proceeds of such sale on trust for Brightwells Limited.

22 **HEALTH & SAFETY AT WORK ACT 1974:** Purchasers are reminded that Lots sold at these Sales may not immediately comply with the Health & Safety at Work Act 1974. Purchasers must comply with all Legal requirements regarding the safe use of any Lots purchased at the Sale.

23 **TRADES DESCRIPTIONS ACT 1968:** Vendors are reminded that it is a criminal offence to falsely describe any Lots under the Terms of the Trades Descriptions Act 1968.

24 **OVERSEAS PURCHASERS - VAT:** Where applicable VAT is charged at the standard rate, but will be refunded to Overseas purchasers providing the Auctioneers' receive a Bill of Lading, or Certificate of Shipment confirming that the Lots have been exported within one month of the Sale. For items exported to countries within the EU, purchasers must also provide evidence of VAT Registration in the country to which the Lot is to be exported, in order to reclaim the VAT.

25 **ELECTRICAL EQUIPMENT:** 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 the item. The Auctioneers shall have no responsibility for the safe use of the item. All electrical items require a current Electricians Safety Certificate and any article delivered without a Certificate will be charged for testing by our Electrician at a rate of £3 per test.

26 **RESERVATION OF TITLE:** Until paid for in full at the hammer price, the title to the goods remains the property of Brightwells Ltd. In the event of the sale of the goods, the purchaser must hold the proceeds in trust for Brightwells Ltd.

27 **INDEMNITY CHARGE:** All lots of machinery are sold with full warranty as to title. An indemnity charge of 1.97% of the hammer price plus VAT will be added to all purchaser's accounts. Heavy Goods and other Vehicles, an Indemnity Charge of 5%, Sundry and Environment Agency an Indemnity charge of 10% plus VAT is charged on the hammer price. Purchasers are entitled to full refund of the purchase price if machinery subsequently proves to have been stolen, the subject of an un-discharged finance agreement or some other fundamental defect as to title.

28 **SALE PROCEEDS:** Clients' monies paid to us will be held in Brightwells Ltd Clients' Auction Sales Account at Barclays Bank plc, Hereford Branch. Clients will not be entitled to any interest on balances in this account.