

THE ANNUAL RYLANDS CHARITY AUCTION

Saturday 10th August commencing at 10.00am

Rylands Farm, Sherborne, Dorset DT9 5PS

Including Tractors, Vehicles, Grassland Machinery,
Workshop Items, Bygones & Miscellaneous



NO ONLINE BIDDING AVAILABLE

NOTES

1. DIRECTIONS

From Yeovil, take the A30 towards Sherborne. Continue on this road for 4.9 miles before turning right at the traffic lights onto the A352. Continue on this road for approximately 5 miles before turning left onto Boys Hill Drove. Continue for 0.2 miles and the entrance to the sale will be found on the left hand-side identified by Symonds & Sampson 'To The Sale' boards.

2. SATNAV USERS

What3Words location:
///only.warm.geek

3. REFRESHMENTS

Laneside Catering will be in attendance on the sale day.

4. VIEWING

Day of sale only.

5. CLEARANCE

All lots remain at the risk of the purchaser from the fall of the hammer and should be removed on the day of sale unless otherwise stated. Loading facilities will only be available on the day of sale until 5.30pm.

6. VAT

It is assumed that all lots are plus VAT, those not subject to VAT will be announced at the time of sale.

7. BUYER'S PREMIUM

A buyer's premium of 10% on the first £1,000, 5% thereafter and capped at £300

plus VAT will be added to the hammer price on all lots.

8. ONLINE BIDDING

There will be NO Internet Bidding. For those wishing to leave bids the auctioneers are happy to execute commission bids and telephone bids where there is capacity to do so.

9. PAYMENT TERMS

All payments must be made in full on the day of sale. We do not accept Credit Cards

10. FINANCE ARRANGEMENT

Prospective purchasers wishing to arrange finance must inform the auctioneers prior to attending the auction with no less than 24hrs notice being given.

11. REGISTRATION

Please ensure that you have your registration number with you prior to bidding. Unregistered buyers must register on the day of sale, photo ID and a utility bill dated within the last 3 months will be required. If in doubt, please check with the office – 01935 382909.

12. HEALTH & SAFETY

Symonds & Sampson LLP have taken all reasonable precautions to ensure the health and safety of everyone present. For these measures to be effective everyone must take all reasonable precautions to avoid and prevent accidents occurring. We cannot be held liable for any injury or damage to persons or property.

NB - Lots will NOT be sold in the order that they are printed in the catalogue.

Symonds & Sampson LLP
2 Court Ash, Yeovil, Somerset, BA20 1HG
Tel: 01935 382909
Website: www.symondsandsampson.co.uk

CONDITIONS OF SALE

1. The biddings to be regulated by the Auctioneers, if any dispute should arise, the lot in dispute may be put up again and resold or the Auctioneers may determine the dispute at their discretion and their decision shall be final. The Auctioneers reserve the right to refuse the bid of any person without being called upon to give a reason for such action.
2. The Auctioneers reserve the right to bid on behalf of the vendor on any lot on which there may be a reserve. The Auctioneers reserve the right to withdraw, consolidate or divide any lot or lots or to submit them in any order they deem fit.
3. The Purchaser to give his name and dwelling place and pay for all lots at the close of the sale. No lot or lots shall be removed from the sale premises until paid for, and a pass-out slip obtained from the Auctioneers clerk.
4. Should the delivery of a lot or lots be obtained by the tender of a cheque which shall be unprovided for, the Purchaser so acting will be deemed guilty of obtaining goods under false pretences and be legally dealt with accordingly.
5. Notwithstanding the foregoing and the following Condition 3 each and every lot shall immediately at the fall of the hammer be considered as delivered and be and remain in every respect at the absolute risk and expense of the respective Purchaser or Purchasers thereof and shall be removed from the sale at the Purchaser's expense on the day of the sale.
6. Purchasers shall pay for any damage done by themselves or their agents during the removal of their lots, the amount of such damage to be assessed by the Auctioneers. Any person attending the premises does so at his own risk and neither the Vendor nor the Auctioneers will be responsible for any damage or accident howsoever caused.
7. If any lot is not paid for in cash under Condition 1 above but payment is made by cheque or other form of negotiable instrument then the lot shall remain the sole and absolute property of the Vendor as legal and equitable owner until such time as all money due to the Vendor has been paid by the Purchaser. Payment shall unless otherwise agreed be made to the Auctioneers and shall not be deemed to have been paid until any cheque or other negotiable instrument has been cleared by the Auctioneers Bankers.
8. All statements in the catalogue or any made by the Auctioneers at the time of the sale, also the identification of the animals, are the entire responsibility of the Vendor. The Auctioneers take no personal responsibility for the correctness of any such statement or identities. Intending Purchasers must satisfy themselves by inspection or otherwise as to the physical condition of any lot. Neither the Auctioneers, nor has any person in the employment of the Auctioneers, any authority to make or give any representation or warranty in respect of any lot.
9. Any person using the online bidding function agrees that the auctioneers accept no liability whatsoever for any loss of connectivity and the ability to bid on the sale of the day.

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TRACTORS

1979 John Deere 2130

Original Condition, Starts, Runs, Drives, V5 Log Book

Registration: GYB 792T

Hours: TBC



1989 Ford 6410 2wd

Original Condition, Recent Full Service, 4 New Tyres and Seat, V5 Log Book

Registration: TBC

Clock showing 6,727 Recorded Hours



1978 Ford 4600 with Loader and Forks, 2wd

Original Condition, very tidy, Pick-up Hitch in working order, V5 Log Book

Registration: EYB 220T

Hours: TBC

1940 Fordson Standard Model N

Fitted with Hesford Winch, Original Condition, V5 Log Book

Registration: TBC

TRACTORS

International 674

Starts, Runs, Drives

Unregistered - No Log Book

Hours: TBC

1957 International B250

Good working order

Registration: TBC

Hours Unknown



Massey Ferguson 135

Swept Axle, Good Working Order

Registration: TBC

Hours: TBC

Massey Ferguson 135

Straight and tidy. 12.4/11-28 rear tyres, 6.00-16 front wheels/tyres

No Registration

Hours: TBC



TRACTORS

Ferguson T20

Starts, Runs, Drives, Petrol TVO, V5 Log Book

Registration: MYD 936

Ferguson TEA 20

Bodywork in original condition. Recent new battery & radiator. Previous engine replacement. Good tyres. Starts and runs. Barn Stored.

Registration: ESK 941



1969 David Brown 990 Selectamatic

Pick-up hitch, new lights and decals, V5 Log Book

Registration: NAM 130G

Clock showing 8,203 Recorded Hours

VEHICLES

1980 Land Rover 88 Hardtop with Safari Roof

Restoration Project, SWB, 2286cc Diesel. Running, clutch and brakes need attention.

Registration: GFL 426W



VEHICLES

2006 Nissan X Trail Estate

Diesel, 6 Speed Manual, V5, Spare Key, MOT until May 2025

Registration: FL56 NLK

Clock showing approx. 142,000 Recorded Miles

CARAVANS

1999/2000 Vanroyce Carvan – New Tyres and Water Pump

Vogue GTS 216 Caravan

FARM MACHINERY

Safety Frame and Wings off MF 65 – Good order

Ferguson Link Box

3t Tipping Trailer

16ft Chain Harrows

PZ Drum Mower

Man Cage

Teagle Titan Bale Trailer

20' Bale Trailer

Claas Round Baler

McHale Bale Wrapper

Kuhn Haybob 360

Bale Squeeze

3t Tipping Trailer

Major Topper

MF Spare Wheels

FARM MACHINERY

Standard Fordson Belt Pulley

Taskers Fertiliser Spreader – Spares or Repair

Kidd Clipper Mower Conditioner – Spares or Repair

JF GMS 2800 Mower Conditioner

Massey Ferguson 80 Front Loader

Bucket and Dung Fork to fit MF 80 Loader

Deutz Fahr KM22 Drum Mower

3t Tipping Trailer

3 Point Linkage Bale Spike

Tampkin Potato Lifter (PTO operated)

Galvanised Trailer Sides

Aluminium Trailer Sides

New pair of 12.4/11.28 Tyres and Wheels to fit T20/MF135/Dexta/IH etc – painted Grey

New pair of 12.4/11.28 Tyres and Wheels to fit T20/MF135/Dexta/IH etc – painted Silver

New 2 Bank Spool Valve Block

New 3 Bank Spool Valve Block

New 2 Bank Spool Valve with Joystick for Front Loader

Pair of 12.4/11/28 PAVT wheels to fit MF135

New Pair of 6.00/16 Goodyear Diamond Pattern Tyres and Wheels

New Pair of 6.00/16 Goodyear Diamond Pattern Tyres and Wheels

Pair of 7.50/16 Tyres and Wheels

FARM MACHINERY

Pair of 7.50/16 Tyres and Wheels

Pair of 13.6/12.28 Goodyear Diamond Tread and Wheels (80%)

Front Weights to fit Massey Ferguson

Used Spool Block

Used Hydraulic Hoses

Used Spool Valves

Vicon Acrobat

LIVESTOCK EQUIPMENT

Sheep Hurdles

15' Gate

Chicken Wire

Box of 3 Hay Nets and 6 Head Ropes

Fence Wire Strainers & Cutters

3 x Gates

Wydale 110ltr Milk Trolley

Mains Fencer

21 Creosoted Fencing Stakes

80 x Electric Fencing Stakes

9 x 6' Galvanised Sheep Hurdles

5 x 6' Sheep Hurdles

2 x Metal Gates converted to Hurdles

Horse Nose Bag

LIVESTOCK EQUIPMENT

Mark Todd 5'9" Stable Rugg

Derby House 6' Stable Rug

Assorted Horse Rugs 5'9" – 6' (Turnout and Stable)

Selection of Numnahs, Girths, etc.

Set of Horse Travel Boots

Selection of Tack, Headcollars, etc.

3 x Pony Rugs 4'9" - 5' (Turnout and Stable)

Sheep and Plain Wire

GARDEN

Toro Petrol Ride-On Lawn Mower

2 x Concrete Planters

Large Wooden Garden Bench

Metal Garden Round Table with 2 Chairs

Selection of Garden Tools & Kneeler

Garden Tools

Forks, Shovels, etc.

Large and Small Axe

Billhook and Slasher

Post Auger

Shuv-Holer

Post Hole Digging Tools

River Weed Rake

GARDEN

Hayter Ride-On Mower

3 x Cylinder Mowers (Small, Medium and Large)

Garden Chair & Table

2 x Garden Seats

Wheelbarrows

Old Garden Tools

Wooden Railway Sleepers

Husqvarna 232 Strimmer

Stihl Petrol Hedge Cutter

Atco Cylinder Mower

Flowerpots

Garden Mulcher

Merry Tiller Rotavator

Webb 24" Ride-On Lawn Mower – Spares or Repair

2 Staddle Stones with Tops – Original

3 Garden Chairs

Westwood T1300 Ride-On Lawn Mower

Bistro Set – Table & 2 Chairs (white mosaic top)

Garden Tipping Trailer

Garden Planters – Set of 3

Log Store Rectangular Assembled

Log Store Triangular Assembled

GARDEN

Oak Garden Sleeper Bench – Heavy Duty

Workbench 4ft Assembled

Picnic Bench Assembled

Log Store Slatted Medium Assembled

Garden Shed Tool Store – 6' x 3' Assembled

Staddle Stone & Mushroom Top

4 x Gateposts - Tanalised (Pressure Treated) Softwood 7" x 7" x 7'

Garden Shed Sentry Hut (Flat Packed)

Garden Arch Kit Pergola Top (Flat Packed)





MISCELLANEOUS

10ft Trampoline

Children's Slide

Plastic Bunded Diesel Tank with Pump

Pallet of Used Tin Sheets

4" Underground Drainage Fittings

2 x Rolls of Barbed Wire

2 x Rolls of Barbed Wire

Chop Saw Stand

Hanging and Falling Post

Baromix Cement Mixer – Spares or Repair

Water Pipe

Bench Ends

Saucepan Stand (Chrome) and

Box of Tools

Wire Tow Rope

Sack Truck

MISCELLANEOUS

Oxyacetylene Welding Set

Oxyacetylene Cutting Set

Bench Anvil

Portable Bench with Vice

Metal Working Vice

Woodwork Vice

Post Banger

Bench Grinder

Angle Cut-Off Machine

2 x Aircraft Steps

Vintage Scales

Diesel Donkey Engine Fuel Transfer Pump

Plastic Oil Tank

Metal Shelves

Driveway Bricks

Fuel Tank

Band Saws – Spares or Repair Car Ramps

19 Rung Double Extending ladder

Record Vice

Challenge Workmate

Pair of Alloy Steps

3 in 1 Ladder

MISCELLANEOUS

Car Jacks

4 Shepherds Hus Wheels – 34cm Diameter

2 x Double Glazed Window Units

Small Car Trailer with Cover and Spare Wheel

Wheelie Bin

Herras Fencing – 3 Sections

3 x Steel Stillages

Quantity of Decking Board/Timber

Aluminium Ladder

2 x Aluminium Steps

Tow Chain

Scaffold Tower – 6 Sections

ATV Sprayer Tank

Small Car Trailer

Large Car Trailer

Clay Chimney Pot

Large Tin Bath

3 x Cast Iron Pig Troughs

Small Petrol Generator

Large Petrol Generator

4 Vintage Apple Boxes

Scaffold Fittings

MISCELLANEOUS

Pulley Wheel & Chain

Rope

Tilley Lamps

Silicon Handles

Inspection Lid Lifters

7' x 4' Single Axle Garden Trailer

Forklift Skip

Stationary Engine

Brian James 16' Car Trailer complete with Ramps, Winch, Key and Spare Wheel

Land Rover Series 3 Tailboard

Galvanised Corn Bin 20" x 16" x 16"

Shooting and Walking Sticks

Wood Lathe

Crocket Set

Black & Decker Sander and Drill

Galvanised Milk Churn

2m x 2m Gazebo

2 x Decorative Carts

4ft Galvanised Bath

TERMS & CONDITIONS

1. Definitions

In these conditions the following terms have the following meanings:

- (i) "Auctioneers" means Symonds & Sampson LLP.
- (ii) "Host" means Webtron OA – Website hosting the auction (if applicable)
- (iii) "Conditions" means the standard terms and conditions of business set out in this document. Any further specific conditions will be contained in a separate statement of special conditions.
- (iv) "Hammer Price" or "Sale Price" means the price at which a Lot is knocked down by the Auctioneers to the Buyer exclusive of any Value Added Tax and Buyer's Premium.
- (v) "Lot" means any item offered for sale or sold as a single transaction in accordance with these Conditions.
- (vi) "Buyer" means a person firm or company who purchases any Lot including any person firm or company acting as an agent for such a party in the purchase of that Lot in accordance with the Conditions.
- (vii) "Reserve Price" means the minimum price fixed by the Seller in writing 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 include the other gender; - words denoting persons include both natural and legal persons.

2. Status of Conditions of Sale

- (i) Any person attending the Sale in person, bidding via the Auctioneer, a third party, on the phone or online is deemed that they have read and understood these Conditions and shall make any bid on the basis of these Conditions.
- (ii) The Auctioneers may supplement or supersede these Conditions in whole or part with special conditions applicable to a specific Sale or a specific Lot which will be displayed and/or announced at the start of the Sale.
- (iii) No employee or agent of the Auctioneers has any authority to vary these Conditions.
- (iv) Any indemnity under these Conditions shall be an indemnity in respect of all actions proceedings and costs including legal costs expenses claims and demands whatever incurred or suffered.

3. Entry to the Saleground

- (i) Any person entering the Saleground does so at their own risk and must comply with the requirements of all health and safety notices.
- (iii) The Auctioneers reserve the right to refuse admission to any person or entry of any Lot onto the Saleground without giving any reason.

4. Auctioneers' Status

- (i) The parties to the contract of sale are the Seller and Buyer. The Auctioneers sell as agents for the Seller and as such are not responsible for any default of the Seller or Buyer.
- (iii) The Auctioneers shall have discretion as to the description of any item and may take expert advice on any item.
- (iv) The Auctioneers may make such announcements or publish such information supplied by a Seller about any Lot as they in their discretion think fit.
- (v) The Auctioneers shall have absolute discretion without giving any reason:
 - (a) to refuse any bid
 - (b) to divide any Lot
 - (c) to combine any two or more Lots
 - (d) to withdraw any Lot from the auction, and
 - (e) in case of dispute, to offer any Lot for sale again.

5. Exclusion of Liability

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 Lot) nor in any respect of personal injury to or death of any person before or 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.

6. Catalogues and Advertisements

- (i) The Auctioneers do not guarantee that any Lot described in any catalogue or advertisement will be offered for sale nor that any description therein can be relied upon as accurate. Any illustrations in catalogues are for general identification only.
- (ii) The Auctioneers will not be responsible for any costs incurred by any person in reliance on the description of a Lot in the catalogue and those attending the auction will have no claim against the Auctioneers for their costs should any advertised Lot not be offered at that Sale.

7. Withdrawal of a Lot

In all cases where a Lot once entered is not offered for sale on the Seller's instructions the Auctioneers shall be indemnified by the Seller for all expenses incurred in relation thereto and against all claims from third parties that may arise.

8. Warranty and Inspection of Lots

- (i) The Auctioneers' knowledge of the Lots is initially dependent on the information provided by the Seller who has warranted as to its accuracy. The Auctioneer does not carry out exhaustive due diligence on each Lot. The information supplied about Lots is not a representation of fact but a statement of opinion on the basis of the evidence reasonably available. Bidders acknowledge these points and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lots in which they may be interested.
- (ii) It will be for Bidders to satisfy themselves as to health and safety matters. Bidders including the Buyer acknowledge that Lots have generally been used and many are of an age and type which means that they are not in perfect condition. As such they may not comply with current health and safety legislation and may have faults not expressly referred to in the catalogue or the other information that may be available on individual Lots from the Auctioneers.
- (iii) The Buyer must satisfy himself prior to bidding for a Lot as to its condition and should exercise and rely on his own judgement as to whether the Lot accords with its description. The Auctioneers shall have no liability for the accuracy of the description of any Lot. Unless otherwise stated no warranty is given by the Auctioneers to the Buyer in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law. It is the Buyer's responsibility to check the Lot and ensure that its subsequent use is compliant and that identified health and safety concerns are rectified.
- (iv) If a Lot is described at the time of the Sale as in "working order" that Lot is understood to have no defect which renders it incapable of the reasonable work for which it is intended.
- (v) A Lot including any electrical item will have been inspected by an electrician. Where electrical equipment is sold without specific instructions for its use it is the responsibility of the Buyer to seek independent advice as to its safe operation. The Auctioneers shall have no liability for the safe operation of the item by the Buyer.

9. Reserve Price

The Seller shall be entitled to place a Reserve Price on any Lot prior to the Sale being the minimum amount for which the Lot may be sold.

10. Bidding

- (i) No person may bid without warranting their identity to the Auctioneers and using a Symonds & Sampson buyer's number.
- (ii) Any person intending to bid as an agent for a potential Buyer must notify the Auctioneers in advance of the Sale and confirm the arrangements for payment of the goods to the satisfaction of the Auctioneers.
- (iii) The Auctioneers may accept written instructions to bid on behalf of any prospective Buyer but with no liability in the case of any error arising out of such instructions. Any instructions accepted shall be at the risk of the prospective Buyers who will be deemed to have viewed the Lot. The Auctioneers accept no responsibility in connection with the commissioning of their staff to bid for a Lot. It is the responsibility of the Bidder to ascertain if he has been successful.
- (iv) The Auctioneers may at their discretion make arrangements to receive bids over the telephone or otherwise from prospective Buyers not physically present at the Sale. Where such a facility is offered prospective Buyers wishing to use it must register with the Auctioneers in advance of the Sale. The Auctioneers accept no liability in relation to telecommunications facilities and connections nor to the means by which such prospective Buyers may seek to communicate with the Auctioneers.
- (v) Bids shall be made exclusive of any VAT and Buyer's Premium which may apply.
- (vi) The Auctioneers may refuse to accept the bidding of any person without giving any reason.
- (vii) No Seller shall bid for any Lot that he has entered into the Sale save where the Seller has set a Reserve Price for a Lot in accordance with Clause 12 in which case bids may only be made on behalf of the Seller for that Lot by the Auctioneers and then only provided that the Auctioneers had announced at the start of the Sale that they may be bidding on behalf of the Seller.
- (viii) Where the Lot is offered for sale on the dissolution of a partnership Clause 13(vii) does not apply.
- (ix) The person who makes the highest bid acceptable to the Auctioneers shall be the Buyer on the fall of the hammer.
- (x) A Bidder is deemed to have inspected any Lot for which he is bidding and if successful in that bidding agrees to take it with all faults and imperfections and to be responsible for ensuring its subsequent compliance with the law.
- (xi) The Buyer warrants that he is able to pay in accordance with these Conditions.

- (xii) In the event of a dispute between two or more bidders as to which is the Buyer the dispute shall be settled at the absolute discretion of the Auctioneers.
- (xiii) Transfers of purchases will only be recognised at the sole discretion of the Auctioneers.
- 11. Payment by Buyers**
- (i) Unless otherwise agreed with the Auctioneers the Buyer shall pay the Auctioneers in full on the day of the Sale for the Lot purchased together with any charges Buyer's Premium or other payment due under these Conditions before removing that Lot from the Saleground.
- (ii) That payment is to be by a means approved by the Auctioneers.
- (iii) Where the Buyer offers cash in settlement the Auctioneers will not accept more than the equivalent at the time of the Sale in pounds sterling of fifteen thousand euros for transactions at any one Sale in order to comply with the Money Laundering Regulations 2007.
- (iv) Where a Buyer defaults on a payment the Auctioneers reserve the right to re-sell the Lot and to charge the Buyer for any expenses and loss incurred by reason of the failure of the Buyer to complete his purchase and to retain any profit that may arise from that resale.
- (v) The Auctioneers reserve the right to charge the Buyer interest on any payment outstanding from five Working Days after the day of the Sale together with any reasonable debt recovery charges such rates and charges for all transactions to be those prescribed for commercial debts by the Late Payment of Commercial Debts (Interest) Act 1998 as amended.
- (vi) If the Auctioneers have paid the Seller the Sale Proceeds due for a Lot before the Buyer has paid the Auctioneers in full for the Lot then the Auctioneers shall have a lien on the Lot until the outstanding amount is paid by the Buyer to the Auctioneers.
- (vii) In the event of any sale by the Buyer of a Lot before full payment has been made the Buyer shall hold the proceeds of such sale on trust for the Auctioneers to discharge the lien referred to at Clause 14(vi).
- 12. Responsibility for Lots**
- From the fall of the hammer for a Lot that Lot is the liability of the Buyer who is responsible for its safe use any damage to it and for complying with all legal requirements.
- 13. Buyer's Premium and Internet Surcharge**
- (i) All purchases will be subject to a Buyer's Premium charged at 10% on the first £1,000, 5% thereafter and capped at £300 plus VAT in addition of the hammer price + VAT on all lots.
- (ii) All online purchases will be subject to an Internet Surcharge in addition to Buyers Premium which is charged at 1.5% of the hammer price + VAT.
- 14. Value Added Tax**
- (i) The Seller will be responsible for accounting for any Value Added Tax on the Sale of a Lot.
- (ii) The Seller must state to the Auctioneers whether he is registered for Value Added Tax and if registered his Value Added Tax registration number and whether he operates under a flat rate scheme or any VAT Margin Scheme. If he is not registered for Value Added Tax the Seller hereby confirms that he has instructed the Auctioneers to arrange on his behalf the auction or sale of the Lots he has entered.
- (iii) The Auctioneers will not account to the Seller for any Value Added Tax without the information required by Clause 17(ii).
- (iv) The Auctioneers will add Value Added Tax at the appropriate rate (currently 20%) to the Hammer Price of a Lot.
- (v) If a Lot is zero rated exempt or where the Seller operates the flat rate scheme for Value Added Tax purposes the Auctioneers will state this at the time of Sale.
- (vi) Where the Seller does not advise the Auctioneers of the appropriate rate of or status for VAT of a Lot the Auctioneer will apply the rate or status that appears appropriate from the information available to them and will not accept liability for any errors.
- (vii) Where a Lot is sold on behalf of a Seller who is not registered for Value Added Tax the Lot will be sold under the VAT Auctioneers' Scheme unless written instructions are given to the Auctioneers to the contrary.
- (viii) Where a Seller is registered for Value Added Tax and is trading goods under the general Margin Scheme and would like to offer a Lot for sale under the VAT Auctioneers' Margin Scheme the Lot must be included on a separate Entry Form making it clear that the Lot is to be sold under the respective schemes.
- (ix) The Auctioneers require Buyers from countries in the European Union who are registered for Value Added Tax to supply the Auctioneers with their VAT number or equivalent fiscal number and other relevant information so that the Lots purchased may be invoiced without Value Added Tax. Where this information is not made available or where the Buyer is not VAT registered, VAT will be charged at the appropriate UK rate in addition to the Hammer Price of the Lot. This amount will not be recoverable. It is the responsibility of such a Buyer to ensure that he or his haulier completes and signs a "collection certificate" at the Auctioneers' office on collection of the Lot purchased so that Value Added Tax is not charged at the standard UK rate and be irrecoverable.
- (ix) Buyers from countries outside the European Union will be required to pay a VAT deposit equivalent to the standard UK rate of VAT on the Lot which will be refunded if within three months of "the time of supply" the Auctioneers are supplied with a satisfactory Bill of Lading or Certificate of Shipment as proof of shipment of the Lot outside the European Union, failing which the VAT deposit will be paid over to Her Majesty's Revenue and Customs.
- 15. Notification of a Defective Lot**
- (i) Where a Buyer alleges a breach of any warranty for a Lot for which he has paid he shall notify the Auctioneers in writing clearly stating details of the alleged breach as soon as practicable and no later than 12 noon on the third Working Day after the day the Lot was purchased and in any event before the Lot is removed from the United Kingdom.
- (ii) The Buyer shall make the Lot available for inspection in the United Kingdom by the Seller the Auctioneers and the duly appointed agents of either within five Working Days following the day on which the notification of the defective Lot is received.
- (iii) If there is a complaint against the Auctioneers it will be handled under the complaints procedure established by the Auctioneers to handle formal complaints made against their business.
- (iv) If the complaint is against the Seller the Auctioneers will notify the Seller of the alleged breach as soon as reasonably practicable and in the event of continuing disagreement any dispute will be handled under Clause 2(v). The Auctioneers' obligation to account to the Seller for the Sale shall be suspended until they are satisfied that the dispute has been settled.
- 16. Resale due to Failure to Comply with these Conditions**
- (i) Where a Lot has been sold to a Buyer who then fails to comply with the Conditions the Auctioneers may without prejudice to any other rights they may have resell that Lot either by public auction or private contract. If the price achieved on resale is less than Hammer Price together with any expenses arising the deficit shall be due as a debt from the original Buyer of the Lot.
- (ii) The defaulter shall not be entitled to any part of the proceeds which may arise by such re-sale which shall remain the property of the Auctioneers.
- (iii) Expenses due from the defaulter shall be deemed to include the Auctioneers' commission on the re-sale and all other expenses that would be due on a Sale under these Conditions.
- 17. Auctioneers' Right to Annul a Sale of a Lot**
- Before making payment to the Seller in the event of any dispute or refusal to pay on the part of the Buyer the Auctioneers may entirely at their discretion annul and cancel the sale of such a Lot or Lots.
- 18. Removal of Lots from the Saleground**
- (i) No Lot whether sold or unsold may be removed from the Saleground without the written authority of the Auctioneers. Passes for such removal must be obtained from the Auctioneers' offices and each Lot will be checked out by the Auctioneers or their duly authorised representative. The Auctioneers accept no liability for Lots while on the Saleground whether sold or unsold.
- (ii) Where the Saleground is in the permanent occupation of the Auctioneers any Lot which (without the express written consent of the Auctioneers) has not been collected within three calendar months from the day on which it was sold or last offered for sale or such other period as shall have been announced in the special conditions will be deemed to be abandoned. The Auctioneers will then be entitled to dispose of such an abandoned Lot at their unfettered discretion. For the avoidance of doubt, any monies arising from such a disposal will be paid to and retained by the Auctioneers. The Auctioneers may make a charge for handling and storage of the Lot if it remains on the Saleground more than three Working Days after the Sale.
- (iii) Where the Saleground is not in the permanent occupation of the Auctioneers the Auctioneers are entitled to dispose of any Lot which (without express written consent of the Auctioneers) has not been collected within five Working Days from the day on which it was sold or last offered for sale or such period as shall have been announced in the special conditions. For the avoidance of doubt any monies arising from such a disposal will be paid to and retained by the Auctioneers.
- 19. Applicable Law**
- These Conditions shall be governed by and construed in accordance with the law of England and Wales. All transactions to which these Conditions apply and all connected matters shall also be governed by the law of England and Wales.



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