

Date as Postmark

Dear Sirs,

TRURO MACHINERY SALE - SATURDAY 13TH April 2019

Our Autumn Sale of agricultural machinery, implements, vehicles, granite, timber, building materials and general equipment will be held at Truro Market, Newquay Road, Truro on Saturday 13th April commencing at 9.30am.

The Auctioneers appeal to vendors to only enter saleable goods. We will refuse the entry of poor quality items which are unsaleable or of very little value:- e.g.

- **second-hand window frames**
- **sanitary ware**
- **unworkable domestic electrical goods**
- **untested electrical goods**
- **asbestos products**
- **second-hand tyres**
- **metal fuel tanks**

Our staff at the sale field will refuse goods which are not suitable. A minimum commission charge of £2 per lot offered will be made and vendors are encouraged to enter lots with minimum values of £20. **We are not permitted to accept asbestos products or machinery with asbestos components.**

Please note reduced commission rates now apply to higher value individual items – please see Condition 4.

We will not accept second hand or non-agricultural tyres.

Your attention is drawn to Conditions 11 and 12 overleaf which must be complied with by Vendors under current legislation.

We have received a number of entries to date and if you have entries we would be obliged if you would complete and return the attached form as soon as possible. The form must be returned to our offices by **Tuesday 2nd April 2019** in order to allow sufficient time to properly advertise the items.

Will vendors please note that goods for sale **must** be brought to the field on **Tuesday 9th April 2019** between 8am and 6pm or on **Wednesday 10th April 2019** between 8am and 12 noon. **GOODS DELIVERED AFTER THESE TIMES MAY BE TURNED AWAY.**

Yours faithfully,

LODGE & THOMAS

CONDITIONS OF SALE
FOR THE ATTENTION OF VENDORS

1. The Auctioneers do not charge an entry fee, with the exception of vehicles, but seek your co-operation in controlling quality of entries. Such items as tyres, domestic goods, furniture, domestic electrical appliances, windows, glass, scrap, etc., **cannot be accepted** and small, low value items must be lotted with others to be of a minimum market value of £20 for any one lot.

There is an entry charge payable of £25 in respect of each and every vehicle entered. This entry fee is refundable in the event of the sale of the vehicle but will be retained by the Auctioneers in the event of a vehicle not meeting a reserve or failing to attract a satisfactory bid. The entry fee must accompany the entry form when it is submitted to the Auctioneers in the form of a cheque made payable to Lodge & Thomas.
2. The Auctioneers reserve the right to refuse entry of any tyres that they consider to be unsaleable. It is illegal to sell items containing asbestos and entries containing asbestos will be turned away.
3. The Auctioneers reserve the right to refuse any unsuitable goods and to arrange your lots as they think fit.
4. Vendor's commission is 10% of the sale price plus VAT. For individual items with a net selling price in excess of £1,000, this rate is reduced to 7½% on the amount above £1,000 and up to £5,000 and is 5% on the amount of the selling price above £5,000. A minimum commission charge of £2 per lot will be made in respect of each lot offered for sale whether sold or not.
5. Where the vendor sets a reserve price which is not reached, the Auctioneers reserve the right to charge 2% of the reserve price fixed. Any reserves must be clearly stated on the entry form otherwise all items will be sold without reserve. It is the vendor's sole responsibility to check with the Sales Office before leaving the sale that all items subject to a reserve have been sold and if not to immediately remove them. The responsibility for any unsold items strictly remains with the vendor after they have been offered for sale.
6. Any unsold lots are the responsibility of the vendor from the time they are offered for sale. Unsold goods must be removed within seven days of the sale and are left on the auction field at the vendors risk.
7. No item on Lease or Hire Purchase will be accepted for sale unless consent is obtained from the Lease or Hire Purchase Company and any such Agreement **must** be notified in writing to the Auctioneers.
8. Vendors of tractors and any other machines who wish to give warranties or guarantees other than stating them to be in "working order" in order to enhance the sale value, are requested to enter **full details** on the entry form. **Vendors must notify the auctioneers of any known defects or faults on their entry form.**
9. Registration Books and Certificates of non-registration should be handed to the Auctioneers when tractors, vehicles or self-propelled machines are brought into the sale field, or else attached securely to the entry form.
10. Where goods are entered and the vendor cancels the entry less than 10 days prior to the auction or fails to deliver to the auction, the vendor will be responsible for the costs of advertising and all other costs and expenses which may arise as a result of such failure to deliver the goods entered including any claim which may be made by prospective bidders attending the sale with the intent of bidding for such goods.
11. **ELECTRICAL GOODS. Under the Consumer Protection Act 1987, and The Low Voltage Electrical Equipment (Safety) Regulations 1994 all electrical goods and appliances offered for sale at Auction must have been tested for safety by a properly qualified electrician. Every electrical appliance must display a current safety inspection label and must be accompanied by the electrician's test certificate. The auctioneers will refuse to accept any electrical items which have not passed the safety test. These requirements also apply to electric motors on farm machinery and equipment.**
12. **SAFETY REGULATIONS. In respect of Machinery and Equipment, under the Health & Safety at Work Acts all items of machinery and equipment must comply with safety standards and the responsibility of this will rest with the vendors who will indemnify the Auctioneers against any claims made by the purchasers.**
13. **All lots must be removed from the sale site by 12 noon on MONDAY 15TH APRIL 2019** after which the gates will be locked. From the time that they have been sold until the time of removal they remain the responsibility of the owner. The Auctioneers reserve the right to charge a storage/disposal charge for any items left after this date.
14. Other Sale Conditions are exhibited at the Auctioneers' offices as well as in the sale field and announced by the Auctioneers on the sale day.
15. Entries **must** be brought to the sale field on **TUESDAY 9TH APRIL 2019** between the hours of 8am and 6pm or on **WEDNESDAY 10TH APRIL 2019** between the hours of 8am and 12 noon.
16. Where vendors are registered for VAT purposes, VAT will be collected by the Auctioneers and passed on to the vendor under the Self Billing arrangement. Where vendors are not registered for VAT no VAT will be charged on the purchase price. It is essential that vendors clearly complete their VAT status where indicated on the Entry Form.
17. **VEHICLES.** In respect of vehicles, these conditions of sale will apply in addition to our full vendors vehicle conditions of sale which can be viewed and downloaded on our Machinery Sale page of our website: **www.lodgeandthomas.co.uk**. A copy of these conditions may be obtained from the Auctioneers offices. Vendors are deemed to have read and accepted these conditions when entering vehicles into this sale.

ENTRY FORM

For: TRURO MACHINERY SALE
On: SATURDAY 13TH APRIL 2019

NAME: _____

ADDRESS: _____

TEL NO: _____

**N.B. THE VAT DECLARATION AT
THE FOOT OF THIS FORM
MUST BE COMPLETED**

VENDORS **MUST** INDICATE RESERVES
ON SALE ITEMS IF REQUIRED

This Form **MUST** be returned to Lodge & Thomas at 58 Lemon Street, Truro, TR1 2PY
by **TUESDAY 2ND APRIL 2019**

DESCRIPTION OF ITEMS	REMARKS (where applicable)	RESERVE (if any)

Please continue overleaf if necessary

DECLARATION

I AM/AM NOT registered for VAT. My registered number is.....

If registered: **I AGREE** to the self-billing arrangement operated by the Auctioneers and understand that I must not raise a tax invoice in respect of transactions covered by the arrangement.

I have read and agree to the Conditions of Sale as attached to this entry form and I agree to indemnify the Auctioneers and their servants or agents against all civil claims made against them in relation to all goods entered by me in the above auction for breach of obligation imposed by the Consumer Protection Act 1987 and the Health and Safety at Work Acts in relation to Safety. I further declare that all items entered by me are my own, unencumbered property.

SIGNATURE _____

DATED _____

