

## **TRURO MACHINERY & COLLECTIVE SALE**

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**

Entry forms  
must be  
returned to  
our offices by  
**TEN DAYS**

**PRIOR TO THE SALE** in order to allow sufficient time to properly advertise the items.

Goods for sale **must** be brought to the field the last **Tuesday or Wednesday** of the sale between 8am and 6pm. **GOODS DELIVERED AFTER THIS TIME WILL BE TURNED AWAY.**

### **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.

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 the MONDAY FOLLOWING THE SALE** 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 the last **TUESDAY OR WEDNESDAY** of the sale between the hours of 8am and 6pm.
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](http://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.