

Re: Collective Annual Machinery Sale 7th March 2009

Our annual sale will take place at Spalding Auction, Enterprise Way, Pinchbeck on 7th March 2009. Should you wish to enter any items, please complete this attached form and return to:

Chris Martin, R. Longstaff & Co., 5 New Road, Spalding PE11 1BS

Please send this form back **by return.**

Upon receipt of your entry, numbered labels will be sent to attach to your items before delivering to Spalding Auction. Date & time for delivery will also be advised. Please appreciate we take entries on a first come-first served basis and when a full sale hall is anticipated, we cease to accept entries. Early entries may also benefit from greater advertising exposure in the local press.

Should further information be required, please contact: Robbie Longstaff on 01778 420406
John Allen on 01775 765535 or Chris Martin on 01775 765534.

GENERAL CONDITIONS:

I DEFINITIONS

1.1 In these conditions the following terms have the following meanings, unless inconsistent with the context.

"Auctioneers" means Spalding Auction, Enterprise Way, Pinchbeck PE11 3YR

"Commission" means the commission charged on the sale of Lots in accordance with Clause 2 below.

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

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

"Purchaser" means a person, firm or company who purchases lots.

"Vendor" means any person, firm or company who puts forward lots intended to be sold at the Sale.

"Sale Day" means the day fixed by the Auctioneers for an auction and where the context so requires means the day fixed for the auction in which a particular lot is entered.

"Reserve Price" means the minimum price fixed by either the Auctioneers or the Vendor at which Lots are to be sold at the Sale.

1.2 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender include all genders; words denoting persons include corporations and vice versa.

2 COMMISSION

2.1 The Vendor shall pay commission to the Auctioneers at the rate of 10%+VAT of the hammer price.

THERE ARE NO ENTRY FEES

2.2 Commission at the rate specified in Clause 2.1 above, shall be payable by the Vendor on all lots sold by auction or privately at the sale.

3 ENTRY OF LOTS FOR SALE

3.1 All goods must be delivered in accordance with instructions sent to the vendor prior to the sale. All entries for sale are accepted on our standard Terms & Conditions of Business. Vendor labels will be forwarded for items accepted into the Sale.

3.2 No entries can be accepted on the day of the sale unless agreed by the Auctioneers.

3.3 **All reserve prices must be set out in writing on this entry form.** No responsibility can be accepted by the Auctioneers for errors in respect of reserve prices not notified on the entry form.

3.4 All lots brought to the Sale must be offered for sale by auction and must not be sold privately before the Sale. In the event that any private transactions take place following a sale whilst the lots remain in the sale ground they must be notified to the Auctioneers. Such transactions will be treated as a sale of the lots by the Auctioneers and these conditions will apply.

3.5 If a Lot remains unsold following the sale for which it has been entered and remains on the sale ground, the Auctioneers reserve the right to sell such a lot at the reserve price without further consultation with the Vendor.

4 WITHDRAWN LOTS

The Vendor may not withdraw the lot from the Sale without the Auctioneer's consent. If a vendor withdraws the lot the Auctioneers reserve the right to charge a fee equal to 10% plus VAT of the reserve price or £20 plus VAT whichever is greater, unless notified prior to the sale of alternative charges.

5 VAT

5.1 VAT at the standard rate will be added to items identified in the catalogue of sale by an asterisk as being subject to VAT.

5.2 The Auctioneers will operate the Auctioneer's Margin Scheme for lots entered by Non VAT registered Vendors. In this circumstance the Vendor shall enter the goods on the entry form, clearly stating that they are eligible to be sold under the respective scheme.

6 RISK

6.1 All Lots remain at the vendor's risk until sold and following such sale shall be at the purchaser's risk.

6.2 The purchaser is on risk once the hammer falls and is strongly advised to effect insurance at once. Upon the fall of the hammer, the purchaser shall assume all risks in and relating to such lots. The purchaser is advised to effect in respect of all such risk arising thereafter any insurance they may consider necessary. The duty of the Auctioneers and / or the vendor to deliver lots shall be deemed performed upon the fall of the hammer even if a lot is subsequently and / or part thereof has been lost.

6.3 As auctioneers we sell as agents for the vendor and as such are not responsible for any default by the vendor or the purchaser. We shall not be under any obligation to pay the vendor the net proceeds of any sale until such time as we have received payment in full from the purchaser.

7 CONFORMATION OF OWNERSHIP

The vendor warrants to the Auctioneers and to the purchaser:

7.1 That he is the true owner of the lot or is properly authorised to sell the lot by the true owner.

7.2 Is able to transfer a good and marketable title to the lot free from any third party claims, liens and encumbrances and that all entries on the entry form are correct.

7.3 That no lot is subject to any hire purchase, lease, contract hire agreement or any other finance agreement or contract.

7.4 That the Auctioneers have been notified in writing if any of the items on this form, or any continuation form, have been recorded by any insurance company as a write-off or having been subject to a major insurance claim.

8 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 authorisations necessary before such vehicle or trailer can be used on the road.

9 TRADES DESCRIPTIONS ACT

The vendor is reminded that under the terms of the Trades Descriptions Act 1968 the vendor of any lot to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

10 OTHER

The auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of any loss or damage whatsoever, to any property real or personal (including all lots) whether incurred before, during or after the sale. The auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of personal injury to or death of any persons 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.