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## Rendells Online Conditions of Sale

### General Terms

In addition to the clauses below the online timed auction will be subject to the Central Association of Agricultural Valuers' Conditions of Sale for Machinery in England And Wales and if different Rendells' Terms and Conditions of Sale for Online Timed Auctions will prevail.

Purchasers are strongly recommended to view lots they wish to purchase.

All registrations for the Rendells Online Timed Auctions are provisional and subject to the approval of the auctioneer - Rendells.

Details are provided in good faith and to the best of the auctioneer's knowledge. They should not be relied upon as fact and buyers must make their own investigations where measurements, mileages, hours, condition or authenticity are described. No warranty is offered or implied unless specifically stated otherwise each lot is sold as seen.

Buyers should make themselves satisfied they are happy with the lot before they bid by viewing the lots or by alternative inspection, all bids are non-retractable and is your commitment to purchase. Potential buyers who do not inspect lots prior to bidding, do so at their own risk. The condition and function of an item should be confirmed by the bidder, prior to bidding. There will be NO refunds or allowance given after the closure of the bidding process.

Failure to follow these rules and guidelines will invalidate you from taking part in any future auctions conducted by Rendells.

The auctioneers retain the right to extend an auction by up to 10 minutes where a bid is placed during the last 10 minutes of the scheduled closing time and for a further 10 minutes for any bid received, although this may not always happen. This is done at the auctioneer's discretion.

### Payment

All payments must be made in Pounds Sterling (£).

All lots purchased must be paid upon receipt of the invoice sent by the auctioneers and within five working days of the auction date. There are no payment facilities available through ibidder/bidspotter.

If payment is not received within ten working days of the auction, the auctioneers retain the right to block the bidder from participating in future auctions.

We will only accept the following payment methods:

- a) Cheques are only accepted by prior arrangement and goods will only be released after the cheques have cleared.
- b) We do not accept card payments from overseas buyers, as we are unable to verify the card to the registered address.
- c) Payment by Debit card can be made with no surcharge.
- d) Credit cards are not accepted.
- e) We do not accept American Express
- f) Payment by bank transfer, our bank details are as follows;  
Lloyds Bank  
41 Courtenay Street, Newton Abbot, Devon, TQ12 2QW  
Rendells Farm Sales Clients Account  
Account Number: 02516293  
Sort Code: 30-96-06
- g) Cash up to the equivalent of €10,000. This amount will require two forms of identification (to include one photographic)
- h) In order to comply with the Money Laundering Regulations 2003, we are unable to accept cash payments for the sums in excess of the equivalent of €10,000. This includes single payments amounting to this sum or multiple payments totalling the equivalent of €10,000.

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**Invoice Alterations**

After the sale day, we are unable to change or amend any invoice(s). This includes changing the VAT status of the purchaser, name and address of the buyer etc. Lots are also unable to be transferred between buyers after the sale day unless agreed with the auctioneer prior to the closure of the sale.

**Collection**

Lots must be collected within two weeks of the auction ending unless otherwise indicated, with a paid invoice presented at time of collection. The auctioneers retain the right to re-sell any item not collected or paid for before the advised date relevant to that sale. If a purchaser cannot collect on the advised dates, they must notify the auctioneers before bidding to make alternative arrangements where possible.

**Buyer's Premium**

Buyer's Premium will be charged at the rate stated for the individual auction listing. This is payable on all lots.

**Viewing**

Viewing lots are permitted on the stated viewing dates or by arrangement with the auctioneers or seller.

All persons entering a lot site do so at their own risk and must adhere to all health and safety notices and guidance. The seller or auctioneers can at any point refuse entry to any person without explanation.

**Photographs**

Photographs are provided for reference only. They are not to be taken as a substitute for viewing the items in person.

**VAT**

All Items subject to VAT unless stated otherwise.

**Instructions for Registering to Bid**

Full details including valid email address and phone number must be provided in order to receive approval for bidding on the bidspotter/ibidder website ([www.bidspotter](http://www.bidspotter) or [www.ibidder.com](http://www.ibidder.com)).

First of all you must register to bid by clicking on the 'Register' button on the top right hand corner of the page. Once registered you can 'connect to auction' where you will be prompted to enter your card details and contact numbers. Once approved for the auction you are free to bid.

Rendells will retain all bidder details on our mailing list and may use these details for future sale notifications.

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## Terms and Conditions of Sale for Online Timed Auctions

### 1.0 Definitions

In these conditions the following terms have the following meanings unless inconsistent with the context:

“Auctioneers” means Rendells.

“Host” means ATG Online Auction Software & Services (Bid Spotter) – The software providers for this auction.

“Buyers Premium” means the premium charged to buyers on purchase of Lots.

“Commission” means the commission charged on the sale of Lots.

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

“Lots” means all or any machinery and other lots sold or intended to be sold in accordance with these conditions.

“Purchaser” means a person, firm or Company who purchase any Lot.

“Vendor” means a person, firm or Company who puts forward any Lot intended to be sold at the sale.

“Sale” means a sale of the Lots by auction from time to time organized by the auctioneers.

“Storage Location” means the venue at which the specific lot is stored during the sale period and is available for viewing (Please note Rendells Auctioneers will not always be able to attend viewings along with purchasers).

“Sale price” means the price at which a Lot is sold to the winning buyer.

“Sale Proceeds” means the net amount due to the Vendor being the Sale price of the lot sold less commission and expenses and any other amounts due to the Auctioneer by the Vendor in whatever capacity and howsoever arising.

“Reserve Price” means the minimum price fixed by the Vendor at which any Lot is to be sold in the sale.

“Auction Period” means the duration of the timed auction as advertised. Any time periods running from the end of the Auction Period commence at the closing time of the Auction Period. Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

### 2.0 Conditions of Sale

All persons registered to bid at the Sale in any capacity are deemed to bid on the understanding that they have read and understood these Conditions. These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales, any such special conditions will be noted within the descriptions of specific lots or on under the sale terms & conditions notes.

All sales conducted by Rendells are also subject to ‘Rendells conditions of sale for machinery and implements’ as well as any conditions outlined solely for sales conducted online.

### 3.0 Health and Safety

(i) All persons viewing a lot do so at their own risk and with notice of the condition of the premises and their contents.

(ii) All persons viewing a lot are hereby made aware that there may be significant risks at the Storage Location including moving machinery and equipment; Caution should be exercised at all times and children and animals/pets must be fully supervised at all times.

(iii) All persons viewing a lot must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneer in charge or the owner of the site.

(iv) Any accidents or incidents that occur on the Storage Location must be immediately reported to Rendells and the Vendor and details recorded in the appropriate accident books. No powered machinery or equipment should be started without the prior approval of the auctioneers or the vendor.

(v) Any vehicles brought onto the Storage Location to collect lots should be operated with extreme caution and within a 5mph speed limit. Loading using machinery should only be undertaken by suitably qualified and experienced operators. All loading and unloading of lots are carried out at the purchaser's risk and arrangements to ensure safety at all lots should be in place.

(vi) The Auctioneers shall have the right at their discretion to refuse admission to their premises or those of their clients by any person.

### 4.0 Auctioneers Status

(i) The Auctioneers sell as agents for the Vendor unless otherwise stated.

(ii) The parties to the contract of sale are the Vendor and the Purchaser and the Auctioneers as such are not responsible for any default by Vendor or Purchaser.

- (iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.
- (iv) The auctioneer may announce or publish any statements made and supplied by the seller if they see fit.
- (v) The auctioneer retains the right to refuse bids, divide or combine lots, to withdraw lots from the auction, or re-offer a lot for sale in the case of a dispute.

### **5.0 Exclusion of Liability**

- (i) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of any loss, damage or injury whatsoever to any property real or personal (including any Lots) whether incurred before, during or after the Sale.
- (ii) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect or personal injury to or death of any person 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.

### **6.0 Warranty**

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties.

### **7.0 Reservations**

The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.

### **8.0 Catalogues and Advertisements**

All statements contained in the catalogues and adverts as to any lot are made without responsibility on the part of the Vendors or the Auctioneers, and such statements as to authenticity, genuineness, age, condition or quality, of any lot, are statements of opinion, and are not to be taken as statements or representations of fact.

The auctioneers cannot be held liable for any costs incurred by any person in reliance of the description of a lot, all purchasers should view lots in the flesh or ensure they have satisfied themselves that all descriptions and facts stated are in fact reliable. Similarly, auctioneers cannot be held liable for costs incurred in travel or time should a lot be withdrawn from the auction without purchaser notification.

### **9.0 Reserve Price and Bidding**

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
- (iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. The Purchaser shall not make any set-off or other plea for non-payment of the purchase money, and shall be liable to the Auctioneers for any unpaid purchase money whether or not the lot brought has been delivered.
- (iv) All Lots must be inspected by the Purchaser who bids on the understanding that he has inspected (or is deemed to have inspected the Lot for which he is bidding and agrees to take it with all faults and imperfections.
- (v) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
- (vi) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price and alter this at any time during the auction, for any lot.
- (vii) Although the right to alter reserves is reserved before sale it is required that all vendors must set a reserve prior to commencement of the sale. If no reserve is set prior to the start of the sale, a reserve cannot be added after. Vendors can move reserves down in value but not up in value once the auction has commenced.
- (viii) If more than one maximum bid is placed of the same amount, the maximum bid placed first will be considered the highest bid and a further bid will need to be to be placed to take the lead. Bidders are notified by an automated message which appears on their screen. When bidding 'refresh' your screen to ensure you are aware of current bids.

Please note: Your highest bid will be treated as a valid bid even if at the time of placing it the reserve is not met. Vendors may ask us to reduce the reserves in the closing hours and put items on sale. Remember when placing a bid you are bidding to buy!

### 10.0 Payment

- (i) All Purchasers must register their names and addresses before they are permitted to bid in an online sale, The Auctioneers reserve the right to reject or terminate any registration at its sole discretion.
- (ii) On conclusion of the Auction period Rendells will notify the buyer by email, post or telephone to confirm:
  - (a) That the Buyer is the winning bidder
  - (b) The amount of the successful bid
- (iii) Attached to the notification email or posted invoice will be an invoice for the amount of the winning bid plus any relevant commission and VAT.
- (iv) All lots must be paid for within five working days of the conclusion of the Auction period unless alternative arrangements are made prior to the auction ending and have been confirmed by the auctioneers.
- (v) The Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.
- (vi) All payments must be made by Cheque, Bankers Draft, Debit Card or BACS as stated on payment section of Rendells Online Timed Auctions Terms.
- (vii) The auctioneers reserve the right to charge the buyer interest on any payment outstanding from five working days after the date of the invoice together with any reasonable debt recovery charges such rates and charges for all transactions to be those prescribed by the Late Payment of Commercial Debts (interest) Act 1988 as amended.

### 11.0 Reservation of Title

- (i) Even though risk in the lot has passed to the Purchaser, title to any lot will remain with the Vendor until the Purchaser has paid the purchase money for that lot in full, and in the case of uncleared funds the sum until full payment has cleared the Auctioneers' bank account. Until title has passed to the Purchaser under this Condition, the Vendor may recover possession of the lot from the Purchaser, and the Vendor or the Auctioneers may enter upon the Purchaser's premises (or such premises where the lot is held) in order to do so.

### 12.0 Responsibility for Lots

After the close of the sale such risk and duty shall devolve upon the Purchaser to ensure the lot is used safely, kept secure and is in a legal condition to travel or operate and the Auctioneer accepts no liability for damage loss or theft of any lots.

### 13.0 Value Added Tax on Purchase Price

The Buyer shall pay any VAT at the standard applicable rate will be added to the sale price of all lots unless the lots are not VAT registered.

Exports: Buyers must inform the Auctioneers, in writing, of their intention to export purchased items at the time of payment. All Export VAT refund applications will be subject to a £40.00 plus vat administration fee. The VAT on this fee will not be refunded. Refunds will be made in GBP and the Auctioneers will not be liable for any currency fluctuations which may occur.

Non-EC Purchasers: VAT will be charged at the UK prevailing rate. Upon receipt of a copy of the bill of lading as proof of export, the VAT will be refunded on the hammer price. VAT will not be refunded unless proof of export is provided within 3 months from the date of the sale. VAT will not be refunded on the buyer's premium.

Companies Registered in an EC Member State: VAT will be charged at the UK prevailing rate. Upon receipt of a copy of the bill of lading as proof of export, the VAT will be refunded on the hammer price. VAT will not be refunded unless proof of export is provided within 3 months from the date of the sale. The Auctioneers will also require the customer's VAT number shown on company headed paper in order to zero rate the supply.

### 14.0 Warranty and Inspection of Lots

- (i) Unless a warranty is specifically given for a Lot at the time of the Sale all Lots are sold as seen with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description and not rely on the vendors or auctioneer's description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the

genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

(ii) If any Lots are described at the same time of the Sale as in “working order” such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of three working days commencing at 12:00 noon following collection of the lots.

Any Lot described by the Vendor as “just overhauled”, “straight from work”, “worked up to date of Sale” or “as new” or any other description calculated to mislead Purchasers will be deemed to have been sold with a warranty that such Lot is in “working order” and therefore has no defect which renders it capable of the reasonable work for which it is intended and it must be capable of performing such work for a period of three working days commencing at 12:00 noon following collection of the lots.

All electrical lots require a current Electrician’s Safety Certificate and any item entered into the sale without a Certificate will either be refused entry or have the lead and plug removed. 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 them.

The Auctioneers and Vendor shall have no responsibility for the safe use of the item and no complaints regarding faulty or incomplete items will be entertained unless a warranty is specifically stated.

#### **15.0 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 authorization necessary before such vehicle or trailer can be used on the road.

#### **16.0 Health & Safety at Work Act 1974 And All Other Acts and Regulations Applicable to Health and Safety**

(i) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

(ii) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.

(iii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as Agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

#### **17.0 Notification of Defective Lots**

(i) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of the Lot purchased shall notify the Auctioneers as soon as practicable and no later than 12.00 noon on the third working day following the Sale at which the Lot was purchased. The purchaser shall return such Lot to the Storage Location not later than seven days following such Sale together with a competent engineer’s report (if so required by the Auctioneer) setting out full details of the defect alleged.

(ii) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

#### **18.0 Resale Due to Failure of Compliance**

(i) On failure of compliance with the Conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.

(ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.

(iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, carriage, care, storage, keep and otherwise.

#### **19.0 Auctioneers' Right to Annul Sales**

(i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot of Lots.

#### **20.0 Removal of Lots from Storage Location**

(i) All Lots whether sold or unsold may not be removed from the Storage Location without a pass or paid invoice for the removal of Lots. Passes or Paid invoices must be obtained from the Auctioneers' Offices or by email or post. All Lots must be checked out by a Representative of the Auctioneers or the Vendors themselves.

(ii) The buyer has no right to anything not described in the catalogue.

(iii) The buyer will be responsible for removal of lots at his own expense and must provide his own labour and equipment. Such removal must be carried out safely and lawfully and in accordance with any conditions of sale of which the buyer is notified.

(iv) All Lots purchased must be cleared from the Storage Location within seven days of the date of the Sale in which they were purchased unless otherwise stated or arranged.

(v) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Storage Location for longer than the times specified in clause 20 (iv) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Storage Location.

(vi) Purchasers may arrange their own courier service if they wish and the auctioneers will cooperate as much as is reasonably possible with this. Couriers must possess documentary evidence of the item(s) being collected, who the item(s) are for and where the item(s) are going otherwise they will not be allowed to collect.

#### **21.0 Seller's Warranties**

The Seller warrants to the Auctioneers and to the Buyer: -

(i) His or Her identity.

(ii) That he/she is the true owner of the lot or is authorised by the true owner to act as Agent in offering the lot for sale.

(iii) That he is able to transfer a good and marketable title to the lot free from any third-party claims liens and encumbrances.

(iv) That no lot is subject to a Hire Purchase lease contract hire or any other similar agreement or has been recorded by an insurance company as a write off or as subject to a major insurance claim.

(v) That all statements on the Entry Form are correct so that the lot is not misdescribed being aware that providing a false description can be an offence under the Trade Descriptions Act 1968 and the Fraud Act 2006 punishable by a fine or imprisonment.

(vi) That as far as reasonably practicable he has taken sufficient steps to ensure the Lot is safe and without risk to health and safety and that suitable testing and examination has been arranged and that he indemnifies the Auctioneer against all claims under the Consumer Safety Act 1978 and Part 1 of the Consumer Protection Act 1987.

(vii) That he has declared in writing on the Entry Form any risk posed by the lot to health and safety so that it is clear to the Auctioneer and prospective Buyers.

(viii) That unless previously disclosed to the Auctioneers any vehicle entered is in a roadworthy condition and complies with regulations made under section 41 of the Road Traffic Act 1988 and has the benefit of any unexpired vehicle excise licence and any current MOT certificate relating to it which will be transferred to the Buyer.

(ix) That he will provide all operators' handbooks and instruction manuals in his possession for the lot.

(x) That where information required by this Clause has not been provided or the Auctioneers have reason to doubt it the Auctioneer may using his powers under Clause 4(iii) above instruct a suitably qualified person to inspect the lots and report on any such matter the cost of which shall be borne by the Seller.

(xi) That he will indemnify the Auctioneers their servants and agents and the Buyer against any loss or damage suffered by them in consequence of any breach of the above warranties.

#### **22.0 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 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 commencement 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" from the Auctioneers' office prior to collection of the Lot purchased so that Value Added Tax is not charged at the standard UK rate and be irrecoverable.
- (x) 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.

### **23.0 Applicable Law**

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.

### **24.0 Members' Accounts Regulations 1993 - Notice Required Under Regulation 2a**

Rendells Farm Sales Clients account complies with the requirements of the requirements of the Members' Accounts Regulations of the Royal Institution of Chartered Surveyors.

### **25.0 Settlement**

After the sale settlement of the net sum due to you normally takes place within 10 working days of the sale, unless the buyer has not paid for the good(s). In this case no settlement of the sale item will take place until we have received payment and we will take your instructions as to whether you would like the item re-offered.

### **26.0 Toxic Chemicals and Dangerous Substances**

It is expressly brought to the attention of Bidders (successful or otherwise) that certain types of plant or main service installations could contain blue or white asbestos, dangerous chemicals etc. which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Act 1974 Section 2-9 and Control of Substances Hazardous to Health Regulations 1988 (COSHH) or any other current legislations covering the use of such substances in a working environment.