



**Clitheroe Auction Mart**

*Auctioneers and valuers of  
breeding, store & prime livestock and machinery*

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# **ENTRY FORM**

## **Collective Sale of Vintage & Classic Tractors & Associated Lots**

**Saturday 11th May 2019**



Held at  
**Clitheroe Auction Mart**  
**The Ribblesdale Centre**  
**Lincoln Way**  
**Clitheroe**  
**Lancashire**

# **CONDITIONS OF SALE**

## **1 Definitions/Interpretation**

In these Conditions, CAM act as auctioneers and agents for the vendor and the representative of CAM conducting the auction is called "The Auctioneer". Any reference to CAM shall include a reference to its employees and agents from time to time. Words importing one gender include all other genders and words importing the singular include the plural and vice versa. Reference to a person includes an individual, firm, corporation (limited or unlimited) or any other body. The clause headings are not to be taken into account in the construction and interpretation of these Conditions.

## **2 General**

Whilst CAM make every effort to ensure the accuracy of their catalogue and the description of any lot:

(a) Each lot as set out in the catalogue or as divided or combined with any other lot or lots is sold by the vendor with all faults, imperfections and errors of descriptions.

(b) CAM do not accept responsibility for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot, unless they have been instructed in writing by the vendor so to certify and in such cases do so as agents of the vendor and are not themselves responsible for such claims.

(c) All statements, whether printed in the catalogue or made orally, as to any of the matters set out in (b) above are statements of opinion only and are not to be taken as being or implying any warranties or representations of fact by CAM, unless they have been instructed in writing by the vendor so to certify and in such cases CAM do so as agents of the vendor and are not themselves responsible for such claims.

(d) Any claim under any Statute must be received in writing by CAM within ten days of the day of the sale.

## **3 The Auction**

The Auctioneer has absolute discretion to divide any lot, to combine any two or more lots or to withdraw any lot or lots from the sale, to refuse bids, regulate bidding or cancel the sale without in any case giving any reason or without previous notice. He may bid on behalf of the vendor for all goods which are being offered subject to reserve or at the Auctioneer's discretion.

The highest bidder shall be the buyer except in the case of a dispute. If during the auction the Auctioneer considers that a dispute has arisen, he has absolute discretion to settle it or to re-offer the lot. The Auctioneer may at his sole discretion determine the advance of bidding or refuse a bid.

(c) Each lot is put up for sale subject to any reserve price placed by the vendor. Where there is no reserve price (but not otherwise) the seller has the right to bid either personally or by any one person (who may be the Auctioneer).

(d) All conditions, notices, descriptions, statements and other matters in the catalogue and elsewhere concerning any lot are subject to any statements modifying or affecting the same made by the Auctioneer from the rostrum prior to any bid being accepted for the lot.

## **4 Rescission**

Notwithstanding any other terms of these Conditions, if within three years after the sale CAM have received from the buyer of any lot notice in writing that in his view the lot is a deliberate forgery and within one month after such notification the buyer returns the same to CAM in the same condition as at the time of sale and by producing evidence, the burden of proof to be upon the buyer, satisfies CAM that considered in the light of the entry in the catalogue the lot is a deliberate forgery; then

the sale of the lot will be rescinded and CAM will reimburse the buyer for the amount paid for the relevant lot within seven days of the vendor refunding to CAM the amount paid to the vendor in respect of the lot. In the event of a dispute then the matter shall be settled by arbitration, the arbitrator to be nominated by the President of the Royal Institution of Chartered Surveyors. Both the buyer and the vendor agree to be bound by the decision. Payment of costs of arbitration shall be determined by the arbitrator.

## **5 Default**

CAM disclaim responsibility for default by either the buyer or the vendor because they act as agents for the vendor only and therefore do not pay out to the vendor until payment is received from the buyer. Instructions given by telephone are accepted at the sender's risk and must be confirmed in writing forthwith.

## **6 Private Treaty**

In the event of a sale by private treaty the buyer agrees to be bound by these Conditions and any Special Conditions advised to the buyer before the sale.

## **7 Instructions**

As CAM are auctioneers, all goods delivered to CAM's premises will be deemed to be delivered for sale by auction unless otherwise stated in writing and will be catalogued and sold at CAM's discretion and accepted by CAM subject to all the Sale Conditions. By delivering the goods to CAM for inclusion in their auction sales each vendor acknowledges that he has accepted and agreed to be bound by all these Conditions.

## **8 Commission**

The Vendor shall pay commission (subject to VAT) to the Auctioneers as follows;

**Vintage & Classic Tractors** - sliding scale of 5% up to £3000, 4% from £3000 to £6000 and 3% thereafter

**Part & Accessories** - 10% with a minimum of £1 per lot (plus VAT)  
Advertising charges at discretion of Auctioneers

## **9 Reserves**

All goods are put up for sale WITHOUT RESERVE at the Auctioneers discretion unless written instructions as to reserves are received by CAM prior to the commencement of the sale.

## **10 Value Added Tax**

A vendor who sends for sale by auction or private treaty any item which is an asset of his business must disclose to CAM and the Auctioneer whether or not he is a registered person for Value Added Tax purposes in the UK or any other EU country and if so, declare his registered number and whether or not he intends to operate the special scheme for second hand goods. This information must be supplied to CAM on, or prior to, the items being consigned to CAM.

## **11 Vendor Authorisation**

The vendor authorises CAM to deduct commission and expenses at the stated rates from the hammer price.

## **12 Rights to Photographs And Illustrations**

The vendor gives CAM full and absolute right to photograph and illustrate any lot placed in its hands for sale and to use such photographs and illustrations and any photographs provided by the vendor at any time at its absolute discretion (whether or not in connection with the auction). The buyer gives CAM absolute right to use at any time any photographs and illustrations of lots sold at auction or privately at its absolute discretion (whether or not in connection with the auction).

CAM is a abbreviation of Clitheroe Auction Mart Co Ltd

NAME .....

ADDRESS .....

.....

.....

POST CODE.....TEL NUMBER .....

EMAIL ADDRESS .....

ARE YOU REGISTERED FOR VAT? YES/NO IF YES, VAT REG NUMBER .....

I/we certify that all the goods sold are on my/our behalf and that I am/we are the lawful person(s) to whom the proceeds of the

Office Use	Description of Lot	Reserve (£)

sale should be paid. I/we agree to abide by the Conditions of Sale set out on this entry from.

ENTRY FEE PAYABLE OF £10 in advance (FOR VEHICLES) - refundable upon sale

Signed ..... Date .....

ENTRIES FOR THE PRE SALE CATALOGUE CLOSE ON WEDNESDAY 24th APRIL

Vendors - wherever possible, please provide photographs of items entered in the sale, either by accompanying the entry form or by e-mail to [lauren@auctionmart.co.uk](mailto:lauren@auctionmart.co.uk)  
(This will enable us to market your entries to the best of our ability, which will be of benefit to all)

### **Delivery of Lots**

We encourage ALL Tractors and parts to be delivered on  
Friday 10th May from 8:30am - 4:00pm

We will accept Tractors on morning of Sale from 7:30am - 10am, but these will not be listed in the Sale day catalogue

(Other times available by appointment)

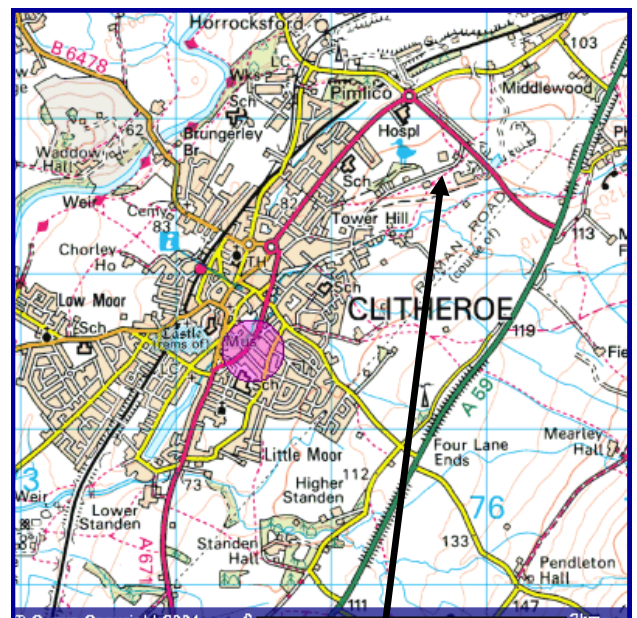
Late entries of Tractors and Parts will be accepted to follow catalogued Lots  
Clitheroe Auction reserves the right to refuse entries considered unsuitable for the Sale

All Tractors must be in a drivable or winchable state  
Complete Tractors & Tractors for restoration are accepted at the Sale

Vendors will be paid out by cheque or BACS 7 working days following the Sale



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**Clitheroe Auction Mart**

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**Just off the A59, approx 20 miles from M6/M66 & M65 junctions**