



**LAWRIE & SYMINGTON LIMITED**  
**VINTAGE AUCTION TERMS & CONDITIONS OF SALE**

- 1a) **COMMISSION** – Commission will be charged to the Vendors on each lot as follows – Ring Items and Implement Items 10%; and Tractors and Vehicles 5%. Minimum commission £5 per lot.
- 1b) **BUYERS PREMIUM** – Will be charged at 5% on Ring Items and Implement Items; and 2.5% on Tractors and Vehicles.
- 1c) **ENTRY FEE** – Will be charged at £5 per lot Ringstock; £10 per lot for Implements; and £20 per lot on Tractors and Vehicles. Wheels and Tyres – *see Terms and Conditions No. 4 for details. All entry fees are subject to VAT.*
- 2a) **VAT** – Value Added Tax at the standard rate will be charged on all lots marked by an asterisk in the catalogue or otherwise announced at the time of sale.
- 2b) When entering goods for Sale Vendors agree to be self billed by Lawrie & Symington, and that they will not issue VAT invoices for these transactions.
- 2c) If Vendors VAT circumstances change between when items are entered and the date of Sale they must notify the Auctioneers.
- 3) **WHEELS & TYRES** – All wheels and tyres abandoned on the saleground 8 days after the sale will be disposed of and charged to the vendor at the following rates: Car tyres £5 Other tyres £25 each.
- 4) If any lot is sold privately subsequently on the saleground the sale must be booked in through the Auctioneers office and the terms and conditions of sale will apply and commission will be charged
- 5) **RESERVE** – Reserves shall be given in writing to the Auctioneers before the advertised time for the commencement of the sale. Vendors reserve the right to bid through the Auctioneers as their agents, and shall only bid through them. No Vendor Shall In Any Circumstances Whatsoever Bid Or Allow Anyone Else To Bid On His Behalf For Any Lot Owned By Such Vendor. Save that this restriction shall not be extended to lots being sold on dissolution of partnership. Should any improper bidding be discovered full commission will be charged on any lots bought in.
- 6a) **VENDORS/PURCHASERS RISKS** – All lots are accepted and remain on the saleground at the vendors risk. The Auctioneers shall be under no liability to notify the vendors if lots are not sold.
- 6b) Each lot shall be sold at the sole risk of the purchaser on the fall of the hammer.
- 7) **EXCLUSION OF LIABILITY** – The Auctioneers shall not be liable for any expenses, loss, claim or proceedings in 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 proceeding in any respect of 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.
- 8) **COMMISSIONS TO BUY** – The Auctioneers will undertake to buy on behalf of a purchaser, providing any commissions are made in writing to the Auctioneers Office prior to the commencement of the sale, but accept no liability to intending purchasers in the case of error arising out of such commissions.
- 9) **BIDDING** – The highest bidder shall be the Purchaser and any dispute which arises shall be settled by the Auctioneer who shall regulate the bidding and have the right to refuse a bid.
- 10a) **PAYMENT** – All purchases shall be paid for on the day of the sale direct to the Auctioneers before removal and no lot to be removed without the written authority of the Auctioneers. Cheques will not be accepted unless prior arrangements with the Auctioneers have been made. Where a purchaser defaults in payment the Auctioneers reserve the right to re-sell the lot and to charge the Purchaser with any expenses and loss incurred by reason of the failure of the Purchaser to complete his purchases. The Auctioneers reserve the right to charge interest at 7% over Base Rate unless special arrangements have been made with the Auctioneers in this respect
- 10b) Transfers of purchases will only be recognised at the sole discretion of the Auctioneers.
- 10c) Every purchaser shall leave his full name and address at the Auctioneers office whether he intends to remove his purchases on the day of the sale or not.
- 11) **REMOVAL OF LOTS** – All lots must be cleared from the saleground within 5 days of the date of sale and if remaining longer than 5 days without a satisfactory explanation for the non-clearance being given to the Auctioneers, the Auctioneers reserve the right to charge for handling and storage at the rate of £2 per lot per week notwithstanding Clause 7 above.
- 12) **DESCRIPTION** – The descriptions are supplied by the vendor who alone is responsible for details and the Auctioneers will not be answerable in respect of any errors which may occur in the catalogue. The Auctioneers may make any intimation of any alteration or modification of the catalogue description of any lot immediately before asking for bids. The Auctioneers shall be the sole and exclusive judge of the fact of such intimation and the terms in which it is made. Each lot is sold with all faults, imperfections and errors of description and the Auctioneers are not responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot.
- 13a) **WARRANTY** – Unless a warranty is given in the catalogue or at the time of sale, the lots are sold as they stand with all faults, imperfections and errors of descriptions or otherwise. The purchaser shall be deemed to have inspected the lots he buys.
- 13b) Vehicles and trailers may not be immediately roadworthy or may be of such design as will not without alterations, comply with the provisions of Road Traffic Acts or Regulations. The purchaser shall undertake to comply with such Acts and Regulations
- 13c) Implements and machinery may not immediately comply with the provisions of Safety Health & Welfare Acts & Regulations. The purchaser shall undertake to comply with such Acts & Regulations
- 13d) Vendors must comply with the Trade Descriptions Act 1968 and be capable of substantiating all claims, descriptions, quality, manufacture, composition etc of their lots.
- 14a) **COMPLAINTS** – If the Auctioneer receives a complaint in writing by 5pm on Tuesday following the date of the sale the nett proceeds of sale shall be held by the Auctioneers and they shall be under no obligation to account to the Vendor until they are satisfied that such dispute has been settled.
- 14b) No lot shall be subject to the complaint procedure unless paid for on the day of the sale and any such payment subsequently stopped or dishonoured shall not constitute payment
- 14c) The Auctioneers shall have the right to appoint a person to act as arbitrator subject to the Arbitration Acts as modified by these conditions of sale. The Arbitrator's decision shall be final and binding on all parties.
- 14d) The Auctioneers act solely as agent between the Vendor and Purchaser and in the event of a dispute or refusal to pay or non-payment on the part of the Purchaser, they may, at their discretion cancel the sale of such lot or lots.
- 15a) **PAYMENT TO VENDORS** – Vendors shall be entitled to receive the purchase price of any lot or lots sold within 2 weeks after the sale date.
- 15b) Payment shall be withheld for tractors and vehicles sold until a registration book, or certificate of non registration is received.

**Summary of Entries and Amount Due**

Number of Items	Type of Item	Amount per Section
	Ringstock @ £5 (£6 VAT inc.)	£
	Implements @ £10 (£12 VAT inc.)	£
	Tractors/Vehicles @ £25 (£30 VAT inc.)	£
<b>Total Amount Due</b>		
<i>Type of Payment Received (Office Use Only)</i>		

**Declaration of Sale**

I HAVE READ, AND UNDERSTAND THE  
TERMS AND CONDITIONS AND AGREE TO  
ALL TERMS AND CONDITONS.

SIGNED .....

DATE .....

**Entries Close – Friday 22<sup>nd</sup> February, 2019**

Entries should be returned to - Lawrie & Symington Limited, Lanark Agricultural Centre, Lanark, ML11 9AX  
Tel: 01555 662281 Fax: 01555 665100  
Website: [www.lawrieandsymington.com](http://www.lawrieandsymington.com) E-Mail: [jenna@lawrieandsymington.com](mailto:jenna@lawrieandsymington.com)