



**WEYHILL ENTRY FORM
 COLLECTIVE AUCTION OF MACHINERY &
 DEADSTOCK To be held at
 WEYHILL NURSERY, ANDOVER SP11 8ED
 ON FRIDAY 23rd MARCH 2012
 ENTRIES CLOSE FRIDAY 9th MARCH 2012**

VEHICLES, MACHINERY ETC

Office Use	No of Lots	Description	Year	Cond*	Reserve if any

MISCELLANEOUS DEADSTOCK ETC (Complete as above, for further lots of Vehicles & Machinery)

Office Use	No of Lots	No of items in lot	Description	Reserve if any

Please continue overleaf

IMPORTANT NOTICE – VALUE ADDED TAX

Under the Value Added Tax Regulations 1995 we require that all persons wishing to enter goods for this sale shall sign the declaration on the entry form. No item will be accepted for sale until the Auctioneers have received a properly completed Entry Form together with, where appropriate, the Vendors VAT Registration Number. The entry form must be completed by all Vendors whether Registered Traders or not.

Following the sale a Tax Invoice will be prepared by the Auctioneers on behalf of Registered Vendors who will be accountable to HM Customs & Excise for the Output Tax shown thereon. No other Tax Invoice must be issued for the transaction(s).

I AM/AM NOT A REGISTERED TRADER FOR VAT PURPOSES

MY VAT REGISTRATION NO IS

DATE OF SALE DATE ENTERED

I have read and will comply with the above conditions and certify that the goods listed on this form are my/our unencumbered property.

Signed

**** PLEASE COMPLETE ADDRESS DETAILS OVERLEAF ****



ENTRY FORM

**45th WEYHILL COLLECTIVE SALE
OF MACHINERY & DEADSTOCK**

**WEYHILL NURSERY, AMESBURY ROAD,
WEYHILL SP11 8ED
Just off the A303**

ON FRIDAY 23rd MARCH 2012

ENTRIES CLOSE FRIDAY 9th MARCH

*Salisbury Auction Centre
Netherhampton Road
Salisbury
SP2 8RH
Tel 01722 321215*

Please complete the entry form carefully, making sure that you complete your name and address and VAT details

1. Entries will be accepted into the Sale Site on the day prior to the Auction, or early on the day of sale. All items are left in the Sale Site at the Vendors risk until sold. Unsold lots left in the Sale Field after the Auction are also left at Vendors risk. All unsold lots must be removed from the Sale Site by the Vendor not later than 3 days after the sale. Vendors are requested to ascertain from the Auctioneers sales office on site that their goods are sold.
2. The Auctioneers retain the right to refuse items which they consider are unsuitable for the Sale. Worn out or cut tractor tyres are considered unsuitable. No electrical items are acceptable.
3. Payment will be made by cheque by the Auctioneers. In the event of any dispute the Auctioneers reserve the right to withhold payment for any lot(s) involved, until such dispute is settled.
4. Commission will be taken by the Auctioneers at the following rates –
 - Lots realising up to £50, a minimum of £2 or 15% of the Sale Price
 - Lots realising between £51-£200 a minimum of £7.50 or 12.5% of the Sale Price
 - Lots realising between £201-£500 a minimum of £25 or 10% of the Sale Price
 - Lots realising between £501-£1000 a minimum of £50 or 7.5% of the Sale Price
 - Lots realising between £1001-£3000 a minimum of £75 or 5% of the Sale Price
 - Lots realising over £3000 a minimum of £150 or 3% of the Sale PriceVAT will be charged on all deductions at the standard rate.
5. All items will be sold to the highest bidder unless a reserve is placed on them. Reserves must be handed in writing to the Auctioneers prior to the commencement of the sale.
6. Inasmuch as the Auctioneers act only as Agents for the Vendor, they will not be responsible for any default on the part of either Purchaser or Vendor.
7. No sales other than those through the Auctioneers will be allowed in the sale field. Any private sales made after the Auction must be booked through the Auctioneers and will be liable for full commission.
8. The Auctioneers accept no liability for injury to person or persons and all enter the sale ground at their own risk.

Collective Machinery Sales in 2012

Friday 24 th February	Wessex
Friday 23 rd March	Weyhill
Monday 2 nd April	Isle of Wight
Saturday 14 th April	Horticultural at Salisbury Market
Friday 27 th April	Wessex
Friday 11 th May	Cuckoo, Landford
Friday 25 th May	Hare & Hounds, Sway
Friday 8 th June	Bridport
Friday 29 th June	Wessex
Monday 24 th September	Isle of Wight
Friday 28 th September	Weyhill
Friday 12 th October	Brangsgore
Friday 26 th October	Wessex

Deadstock Sale every Tuesday at Salisbury Market

VINTAGE MACHINERY SALES IN 2012

Saturday 3 rd March	Shaftesbury Market
Friday 31 st August	Stourpaine
Saturday 3 rd November	Shaftesbury Market

SPORTING GOODS SALES IN 2011

Saturday 10 th March	Salisbury Market
Saturday 26 th May	Salisbury Market
Saturday 11 th August	Salisbury Market
Saturday 24 th November	Salisbury Market

Conditions of Sale

1. The highest bidder for any lot shall be the Purchaser and if any dispute should arise between 2 or more bidders the lot may be put up again at the highest undisputed bidding and resold or the Auctioneers may determine the dispute at their election and their decision shall be final and conclusive.
2. No person at any bidding shall advance less than the sum stated by the Auctioneers at the time of selling nor shall any bidding be retracted.
3. Each Purchaser shall give his or her name and place of abode in writing (if required) and pay the full purchase money at the close of the Sale, or if required, the whole or a portion of the purchase money as the Auctioneers may determine during the course of the Sale.
4. The Auctioneers have described the lots to the best of their ability and belief from the information furnished by the Vendor. The Vendor who supplies such statements is alone responsible for any error or mis-statement which there may be.
5. No lot/s shall be removed from the premises until paid for, but each and every lot shall immediately at the fall of the hammer be considered as, and be and remain in every respect at the absolute risk of the respective Purchaser/s thereof, and shall be removed from the Sale at the Purchasers expense, save as may be provided for under the terms of clause 7 herein. All goods sold will remain the property of the Auctioneers until the purchase price has been paid in full. The purchaser will remain a bailee only until payment is made.
6. The lots are sold as seen with all faults, imperfections and errors of description, neither the Auctioneers nor the Vendor being responsible for the current description, genuineness or authenticity of any fault or defect in any lot, and giving no condition, warranty or undertaking in those regards whatever, whether by law, statute, custom trade usage or otherwise save where such undertaking is required by law to be given. The Purchaser/s hereby agree that they have by reason of his or their own inspection and investigation of the lot satisfied himself or themselves of the accuracy of any description or other statement whatsoever given or made in connection with the sale, and of the state, nature and condition of the said lot.
7. Notwithstanding the provisions of Condition 5, where the Purchaser/s contends after the fall of the hammer but prior to his or their making payment that the Vendor or the Auctioneer has mis-represented the mechanical condition or state or the accuracy of the description of the lot in such a way to have influenced the Purchaser/s in making his or their bid, the Auctioneer may at his sole and absolute discretion have the lot removed to the premises of an independent expert selected by him at his sole discretion for specialist examination which, if necessary or appropriate, may include the dismantling and reconstruction of the lot. If in the opinion of the expert the Purchaser/s claim is justified, then provided there is no contention as to whether or not such a misrepresentation was made, the Vendor shall bear all costs incurred by the expert including those in respect of transport or delivery to his premises and any storage or charge for custody and the Purchaser/s may have the option of cancelling the sale or negotiating a lesser price with the Auctioneer. If in the opinion of the expert the claim of the Purchaser/s is not justified then the Purchaser/s shall bear all of the experts costs, including those of transport and delivery to his premises and any storage or charge for custody.
8. Inasmuch as the Auctioneers act only as Agents for the Vendor, they shall not be held personally liable for any default on the part of either Vendor or Purchaser.
9. No undertaking of the Auctioneers or their servants to take charge of any lots after the Sale, or to forward them to their destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of the foregoing Conditions.
10. Purchasers paying by cheque must be prepared, if required, to produce a letter of credit from their Banker.
11. In all cases of transfer the original Purchaser shall be held responsible for the purchase money.
12. The Auctioneers reserve to themselves the right of refusing any bidding they may deem it advisable to decline, and of withdrawing any lot/s from the Sale and to sell in such order as they may think fit.
13. Purchasers or their Agents are requested to obtain accounts and delivery orders at the Auctioneers office before leaving the place of Sale, and carefully to examine same. The Auctioneers cannot hold themselves responsible for any errors in accounts or delivery orders unless they are notified of such errors on the day of the Sale.
14. VAT - The Auctioneers will offer the lots for Sale exclusive of Value Added Tax. VAT at Standard Rate will be added when the accounts are made up.
15. All private sales made on the day of sale must be booked through the Auctioneers.
16. On the fourteenth day after the Sale Vendors shall be entitled to receive the purchase price (less commission) of any lot/s provided that the Auctioneers shall have received same and that in the event of any acknowledged debt of the Vendor/s being owed to the Auctioneers the latter shall have the right to set off such debt against the proceeds of Sale.