

Entry Form for
**COLLECTIVE AUCTION of
SILAGE, HAY, HAYLAGE, STRAW**

throughout Devon & West Somerset

to be held on

Thursday 3rd January 2019 at 7.30 pm

at

The Ruffwell Inn, Thorverton, Exeter, EX5 5NB

By entering the fodder detailed below I agree to abide by the Conditions of Sale printed overleaf.

Name: Trading as:

Address:

..... Postcode:.....

Tel. No.: Mobile:

Email: Signed:

Quantity and size e.g. round/square (if square, please state dimensions	Description of Fodder	Lot location & details such as access, assistance with loading etc	Deadline for removal if prior to 1 st February 2019	Reserve per bale, tonne or Lot

**ENTRY FORMS TO BE RECEIVED BY
WEDNESDAY 26TH DECEMBER**

Please post to: Heards RPS, Two Gates, Holcombe Rogus, Wellington, TA21 0PX
or Email to office@heardsrps.co.uk

Conditions of Sale

1. The fodder has been lotted as detailed in the catalogue but the Auctioneers reserve the right to withdraw, subdivide or amalgamate any lots prior to or at the time of the sale.
2. Where approximate quantities of fodder are stated in the catalogue, this acts only as a guide. **Purchasers are deemed to have inspected and to have satisfied themselves as to the quality and quantity of each lot.**
3. All produce is assumed to have been made in 2018 unless otherwise expressly stated and bales sold are generally expected to be of similar quantity.
4. Big bales (round / square) offered for sale will be sold on a per bale basis. Conventional bales will be sold per lot with the description of the lot confirmed at time of sale.
5. The Vendor will co-operate as far as reasonably possible with the intended Purchaser over viewing (to be arranged at a mutually convenient time between the parties) and with the Purchaser after the sale. Where Vendors have indicated, help with loading will be available. Purchasers must give the Vendor at least 24 hours' notice so that arrangements can be made. Potential purchasers will be required to have a catalogue for all on farm inspections.
6. The lots are to be taken with all faults and errors (if any) of description or otherwise. No misdescription or otherwise shall in any way annul the sale of any lot or in any way alter the purchase money. **The Purchaser must satisfy themselves of any lots description by prior inspection.**
7. If the catalogue states an exact number of bales to be sold, it is up to the Purchaser to make his own arrangements with the Vendor to ensure that the numbers loaded are counted and agreed.
8. Purchased lots must be totally cleared from the Vendors premises by Friday 1st February 2019 unless specifically stated otherwise. **If the removal date should be exceeded, ownership will revert back to the original Vendor with no reimbursement of the purchase price being made to the original Purchaser.**
9. The clearance of each lot is the sole responsibility of the Purchaser who shall indemnify the Vendor for any damage caused during the removal or otherwise of any lot.
10. Insurance of each lot becomes the responsibility of the Purchaser from the fall of the hammer.
11. The highest approved bidder to be the Purchaser and if any dispute shall arise between two or more bidders, the lots in dispute to be put up again and resold at the discretion of the Auctioneer.
12. **The purchase price shall be paid in full on the day of sale to Heards RPS.** Fodder cannot be removed until payment has been received in full and cheques have been cleared. Should any cheques not have cleared by five working days after the sale day the Auctioneers reserve the right to implement Clause 13 of these conditions.
13. Where the Purchaser is in default of any clause of this agreement, the Auctioneers reserve the right to resell the lot and the deficiency (if any) by such second sale, together with all charges relating to the same to be made good by the defaulter.
14. In as much as the Auctioneers act only as agents for the Vendor, they shall not be considered personally responsible for any default on the part of either Purchaser or Vendor.
15. In the case of any dispute between Vendor and Purchaser, the Auctioneers decision will be final and binding.
16. All Vendors and Purchasers will be required to sign a copy of these Sale Conditions at the time of sale and thereby agree to adhere to these Conditions as set down.