



## ABERDEEN & NORTHERN MARTS - GENERAL CONDITIONS OF SALE

These Conditions shall apply to all auction sales of machinery, plant, equipment and commercial vehicles conducted by Aberdeen & Northern Marts (a trading division of ANM Group Limited), Thainstone Centre, Inverurie, Aberdeen and every seller, bidder and purchaser by taking part in the sale acknowledges to have received prior written notification of these Conditions and to be bound by them.

1. In these Conditions the term "auctioneers" means Aberdeen & Northern Marts; the term "sale premises" means the land/or buildings used by the auctioneers to conduct the sale.
2. The auctioneers act in all respects only as agents for the seller and no condition or warranty is given by the auctioneers or their employees, and none shall be implied, as to title, description or the quality of any lot sold. Neither the auctioneers nor their employees shall be liable to the purchaser in any respect for any defect of title, error of description or imperfection or for any announcement or statement concerning any lot offered for sale whether made orally or in writing and whether given before, during or after the auction, nor shall they incur any liability in relation to any dispute between any seller and purchaser.
3. The auctioneers shall not be liable in any way for any accident which happens to any person, or for any loss of, or damage or injury to, any goods while on the sale premises or in the auctioneers' custody or under their control unless same arises out of the auctioneers' or their employees' negligence.
4. Time shall be of the essence of all Conditions which contain time limits. Where the time limit for any person to do anything expires on a Sunday, bank or other public holiday, or on the day next following any such day, then such Sunday or bank or other public holiday shall be excluded from the computation of the time. In the computation of any period of time before or after the sale or any other event, the day of the sale or other event, as the case may be, shall be excluded. Any period of time expressed as a number of days shall be taken to refer to that number of clear days, and similarly for any other period of time.
5. If any goods entered for sale are specifically advertised by the auctioneers and the person entering those goods fails to bring them for sale on the relevant day, the auctioneers may charge him a fair and reasonable proportion of the expenses incurred.
6. All lots are accepted for sale by the auctioneers on condition that the seller warrants his right to sell the same. The seller shall indemnify the auctioneers and the purchaser against all actions, proceedings, claims, demands, costs, charges and expenses which the auctioneers may sustain or incur by reason of any defect in the seller's title.
7. Except as expressly provided in these Conditions or as stated in the sale catalogue or at the time of sale there shall be no condition or warranty, otherwise than as to title, in regard to any lots sold and the purchaser shall take delivery of each lot with all its faults, imperfections and errors of description.
  - (a) Vehicles and trailers may not be immediately roadworthy or may be of such design as will not, without alterations, comply with the provisions of the Road Traffic Acts or Regulations. The purchaser shall undertake to comply with such Acts and Regulations.
  - (b) Implements and machinery may not immediately comply with the provisions of the Health and Safety at Work Acts and Regulations. The purchaser shall undertake to comply with such Acts and Regulations.
  - (c) The sellers must comply with the Trade Descriptions Act 1968 and be capable of substantiating all claims, descriptions, quality, manufacture, composition etc of their lots.
  - (d) An item described as being in working or running order or condition shall have no defect which renders it incapable of the reasonable work for which it is intended and must be capable of performing such work.
  - (e) An item described as being in good working or running order or condition shall be mechanically sound and capable of performing the work for which it is intended.
  - (f) No item shall be returnable for any description or warranty other than that affecting its working, running or mechanical condition.
  - (g) Where an item is described as straight from work, recently overhauled etc or similar description this shall be deemed a warranty and the item must be capable of performing the work for which it is intended.
8. If a person who has brought on to the sale premises a lot for sale sells that lot privately on the day of the sale and on the sale premises, either before it is offered for sale at auction or, if it fails to sell at auction, afterwards, these Conditions shall so far as applicable govern that private sale. In the case of a private sale either the seller or the purchaser shall book the transaction with the auctioneers and the purchase money shall be payable to the auctioneers in full and the auctioneers may charge the commission which would have been payable if the lot had been sold at auction for the price obtained on the private sale, and if they exercise that right the auctioneers may deduct the commission from the purchase money before accounting to the seller. If the seller fails to comply with these provisions he shall be liable to pay the auctioneers' commission.
9. All entries for inclusion in a sale catalogue will be as directed by and at the discretion of the auctioneers. The order of sale will be determined by the auctioneers. Each lot shall be entered for sale in its owner's name and if required by the auctioneers the owner's name as given to the auctioneers shall be declared by them, when the lot is put up for sale. Where or not a purchaser requires disclosure of the owner's name the auctioneers shall for all purposes be deemed to sell as agents for a disclosed principal. Where goods are offered for sale by a person in his own name but he is in fact acting as an agent he shall, if so required by the auctioneers, be bound to disclose the name and address of his principal and in such a case both the principal and the agent shall be jointly and severally liable under the contract and any steps authorised by these Conditions or by the general law may be taken against either or both of them.
12. Any lot not forward when it fails to be sold will be passed over and exposed thereafter at the discretion of the auctioneers, usually at the conclusion of the sale.
13. Any person intending to bid for any goods as an agent shall so inform the auctioneers before the sale of such goods begins and shall, if required by the auctioneers, disclose the name and address of his principal. Where a person whose bid is accepted is in fact acting as an agent, whether or not he has disclosed that fact, he and his principal shall be deemed to be and shall remain jointly and severally liable on the contract and any steps or proceedings authorised by these Conditions or the general law may be taken or commenced against either or both of them and no steps taken or proceedings commenced against the principal or the agent shall be deemed to operate as an election discharging the other from liability unless such steps or proceedings result in a final satisfied judgement. If before the commencement of the sale the person acting as an agent informs the auctioneers that he intends to act as a principal he will be deemed to be solely liable on the contract.
14. The auctioneers reserve to themselves full power to exclude or remove any person from the sale premises.
15. The auctioneers reserve on behalf of themselves and the seller the following rights:
  - (a) to fix a reserve price;
  - (b) to bid on behalf of the seller;
  - (c) to rearrange, consolidate or withdraw any lots or to vary the order of the sale; and
  - (d) without giving any reason, to refuse to accept bids of any person.A seller who wishes to fix a reserve price on any lot owned by him shall so notify the auctioneers in writing before the sale of that lot begins, failing which the auctioneers may sell the lot to the highest bidder. The auctioneers may refuse to accept bids from a seller for a lot owned by him and a seller shall not bid for a lot owned by him by any agent other than the auctioneers. No person may advance on the previous bid less than the sum named from time to time by the auctioneers. No bid may be retracted. If a dispute arises as to any bidding, then, at the sole discretion of the auctioneers, either:
  - (a) the relevant lot shall immediately be put up again; or
  - (b) the auctioneers shall determine the dispute, and their decision shall be final and binding on all parties.
16. A sale by auction is complete when the auctioneers announce its completion by the fall of the hammer or in other customary manner.
17. The purchaser shall give his name and address to the auctioneers when required. The purchaser shall pay the purchase money for each lot to the auctioneers as soon after the fall of the hammer as the auctioneers may require. Any time allowed for payment in respect of any purchase shall not be construed as a waiver of the right to require earlier payment on any subsequent purchase. The purchaser shall not make any set-off or any 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 bought has been delivered.
19. The purchaser shall remove his lots at his own expense within such reasonable time after the end of the day's sale as the auctioneers may direct but only after the auctioneers have issued a written pass.
20. Even though risk in any goods in any lot may have passed to the purchaser, title to the goods in any lot will remain with the seller until the purchaser has paid the purchase money for that lot in full and, in the case of uncleared funds, the sum has cleared in the auctioneers' bank account. Until title has passed to the purchaser under this condition the seller may recover possession of the goods from the purchaser and the seller or the auctioneers may enter upon the purchaser's premises (or such other premises where the goods are held) in order to do so.
21. If the auctioneers account to the seller for the purchase money for a lot (less applicable charges) before the purchaser has made payment in full to the auctioneers then the auctioneers shall be entitled to any rights in the goods in that lot which the seller may have under the preceding condition. Under any of these Conditions, the auctioneers may either (1) hold the goods as their own absolute and exclusive property and dispose of and deal with the same as and when they think fit; or (2) immediately resell such goods by public sale or private bargain and hold the purchaser responsible for any loss on such resale, including all expenses incurred thereby.
22. Notwithstanding the foregoing Condition, however, the auctioneers shall in the event of a purchaser failing to take delivery and pay the price of any goods sold be entitled, in their discretion, to return such goods to the seller who shall in that event be entitled to proceed against the purchaser for implement of the contract of sale or for recovery of all loss, damage and expenses incurred by the seller in consequence for the purchaser's failure to implement the contract of sale. The auctioneers shall also be entitled, but not bound, to retain in their own hands for such time as they in their sole discretion shall deem necessary, the price of any goods sold, and that without being in any way personally liable to either the seller or purchaser of such goods. No interest shall be payable by the auctioneers on the price of any goods so retained.
23. The auctioneers shall have power in all cases when goods are left in or returned to their custody or re-taken possession of under Condition 20 hereof or otherwise retained by them, to sell the same by auction after three days' notice to the seller and the purchaser who shall be liable, jointly and severally to the auctioneers in all loss incurred on such resale including the keep of such goods pending such resale, the whole expenses connected with the resale, and all interest accrued under these Conditions.
24. If, before the goods are removed from the sale premises, the purchaser of those goods sells them to some other party and notifies the auctioneers of the name and address of that party then that party shall be treated as the purchaser of those goods and shall be entitled to all the rights, and subject to all the obligations, of the original purchaser under these Conditions but this will not affect the right of the seller or of the auctioneers as agents for the seller to hold the original purchaser liable if that party fails to fulfill any of those obligations. All goods are at the risk of the seller before sale and the risk of the purchaser after sale. The auctioneers shall have no liability or obligation for the safe custody of any lot after the sale. No undertaking of the auctioneers or their employees to take charge of any goods before or after sale or to forward them to their destination or elsewhere shall be held to impose upon the auctioneers or their employees any legal obligations or to vitiate the foregoing. If the auctioneers receive a complaint in writing by 5.00pm on the Tuesday following the date of the sale the net proceeds of the sale shall be held by the auctioneers and they shall be under no obligation to account to the seller until they are satisfied that such dispute has been settled. 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. 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.
27. The seller shall be entitled to receive the purchase price of any lot or lots sold on the tenth day after the sale, provided that the auctioneers shall have received the same and:
  - (i) the complaints procedure has not been invoked by or on behalf of the purchaser;
  - (ii) in the event of any acknowledged debt of the seller being owed to the auctioneers the latter shall have the right to set off such debt against the proceeds of sale;
  - (iii) payment shall be withheld for tractors and vehicles sold until a registration book or certificate of non-registration is received.
28. If a purchaser fails to perform any of the obligations incumbent on the purchaser in terms of these Conditions and, in particular, fails to make payment of the price as soon as required by the auctioneers then the auctioneers may cause the lot in respect of which the failure is made to be resold by public or private sale without warranty or reserve and without notice to the purchaser. If on such resale a lower price is obtained for the lot than was obtained on the first sale the purchaser shall be liable for the difference in price together with all associated resale costs and expenses.
29. The expenses of keep and the treatment of goods left with, returned to, retained by the auctioneers, or detained upon the sale premises by or in consequence of the order of any public, local or other authority shall, with all interest due thereon form a first charge on the sale or removal of such goods.
30. The auctioneers shall have the right of general retention or lien over all goods and monies of any seller or purchaser coming into their possession for any debt or liability (howsoever arising) of such seller or purchaser and shall be entitled without any process of law to sell the same by auction after three days' notice to such seller or purchaser and to apply the net sale proceeds of such sale in satisfaction pro tanto of said debt or liability.
31. The auctioneers shall have full right to sue at their own instance, without consent of the owner, for the price and keep and any other expenses incurred by them in connection with any goods and no defence whatever in such action shall be competent to the purchaser who shall have recourse only against the owner or seller of the goods.

ANM values the personal data of our customers and will never share your data, unless required to do so by law.

We collect and store your information as part of our legal obligation for business accounting purposes.