

# Health and Safety













**Introduction** – The information, set out below, captures some advice to attendees in relation to sales and visits to Kivells livestock markets and offsite sale events. Kivells act as disposal agent for many types of sales with varying lot content. This information is from Kivells Notice to Purchasers and signage and these vary according to sale location and content.

# KIVELLS

**LIVESTOCK MARKET  
IMPORTANT INFORMATION**

[www.kivells.com](http://www.kivells.com)

## FOR YOUR INFORMATION BUT PRIMARILY FOR YOUR SAFETY AND THE SAFETY OF ALL ATTENDEES, PLEASE NOTE THE FOLLOWING:

-  Any person entering the Livestock Market premises does so at their own risk and must comply with the requirements of any Health and Safety notices, any Auctioneers Statements, any Notice to Purchasers, Animal Health and Biosecurity Notices.
-  The Auctioneers reserve the right to refuse admission to any person or vehicle into the Livestock Market premises without giving reason.
-  Please be aware that the Livestock Market premises flooring is multi-level and may be slippery so take care, do not run and wear appropriate footwear.
-  No vehicle will be allowed in any Lot Display Area during any sale without the express permission of the Auctioneers.
-  Kivells strongly advise that no persons access the sale ring, pennaage or livestock passageways during the sale or whilst animals are being moved through passageways.
-  Permission from the Auctioneers is required ahead of starting powered equipment or machinery.
-  All vehicles and their contents are left at the owners own risk.
-  Children are not permitted to sit on, lean on, push or climb into any machinery, mobile plant etc and should be kept well away from any powered machinery and equipment. Children are not permitted to enter, sit on, lean on, push or climb into any pens or the sale ring.
-  All dogs to be kept on leads.
-  The maximum speed in the Livestock Market premises is 5 mph.
-  Any incidents or accidents on the Livestock Market premises should be reported to the Auctioneers' office immediately.
-  Sellers and Purchasers and their agents are under a duty of care to others when unloading and removing items from the Livestock Market premises and should use appropriate protective equipment and clothing. Sellers and Purchasers and their agents are responsible for ensuring their transport, lifting equipment and methodology conform to current Health & Safety Executive, LOLER, Road Traffic Act etc. requirements and relevant Animal Welfare Regulations.

**THINK SAFE. ACT SAFE.**

## Notice to Purchasers - Livestock Markets

**Viewing** - Please consult individual markets/sales or catalogues (if applicable) for opening and viewing times for each individual sale/market.

**Health & Safety** - Kivells accept no liability for any damage or injury to persons, livestock, vehicles or plant not arising out of their negligence. Any person entering the livestock market premises does so at their own risk and must comply with the requirements of any Health and Safety notices. All persons entering the livestock markets premises are hereby given notice that there are potential hazards due to the type, penning, herding, loading and unloading of livestock and vehicle movement. Caution should be exercised and children must be fully supervised at all times. Kivells reserve the right to refuse admission to any person or vehicle into the livestock market premises without giving reason. Kivells strongly advise that no persons access the sale ring, pennage or livestock passageways during the sale or whilst animals are being moved through passageways. Should any person decide to enter these aforementioned areas they do so entirely at their own risk. Any incidents or accidents in the livestock market premises should be reported to Kivells market office immediately.

**Biosecurity and Livestock Welfare** - All persons entering Kivells livestock market premises must comply with all current Biosecurity legislation, rules and conditions. All persons should be in clean clothing and disinfect footwear upon entry and exit from the livestock market premises. Hand wash facilities, disinfectant boot dips and brushes are available and should be used. Vehicles used to transport animals to or from the livestock market premises must comply with current cleaning and disinfection legislation. All vendors, purchasers, agents and hauliers must comply with all current legislation governing the welfare of livestock whilst at Kivells livestock market premises or in transport to or from the livestock market premises. Any concerns over Biosecurity and Animal Welfare should be reported to Kivells Biosecurity and Animal Welfare officers, whose details are located in the Kivells market office.

**Registration** - In order to bid, all new Buyers are required to register before the auction, at the Kivells market office or as otherwise advised by the Auctioneers. All such Buyers will be asked for two forms of identification and a credit reference will be required. Acceptable identification includes Driving Licence/Passport together with a Utility Bill/Proof of Address/Business Letter Heading/Business Card. The Auctioneers reserve the right to request a deposit ahead of any purchase or during sale proceedings and to refuse registration or any bid or bidder without giving reason. New Buyers are strongly advised to contact the Auctioneers well in advance of the sale.

**Payment** - All Lots must be paid for on the day of the Sale by the Buyer prior to any removal or consolidation, unless alternative arrangements have been agreed with the Auctioneers. At the fall of the hammer the highest bidder will be deemed to be the Buyer and transfers of purchases will only be permitted with prior approval from the Auctioneers. Any payment is to be by a means approved by the Auctioneers. Our preferred payment terms are debit card or cash and Kivells reserve the right to stipulate payment by these methods. Kivells may also accept bank transfers and cheques with prior approval. Our Bank Account details are: Sort Code 56-00-49 Account Number 32376359. Payment in Cash - In order to comply with money laundering regulations we cannot accept Cash payments above the maximum permitted at the time of sale. The maximum varies according to exchange rates and currently it is circa £9,000. Buyers are advised to check with the Auctioneers ahead of the sale.

**Conditions of Sale** - It is strongly recommended that Bidders and Buyers visit Kivells.com and read the full Conditions of Sale produced by the Livestock Auctioneers Association (LAA) ahead of the sale. Unless advised otherwise you will be bidding and buying under these Conditions and you will be obligated to abide by these Conditions and these Notice to Purchasers. The LAA Conditions of Sale are also displayed in Kivells market office. This catalogue may also contain reference to Warranties as defined by the LAA Conditions of Sale. Warranty issues will not be considered if payment in full has not been received.

**Risk** - All livestock are at the risk of the Vendor before they are sold and at the risk of the Buyer when they are sold (fall of the hammer). It is strongly advised that Vendors and Buyers ensure that their insurance policies cover livestock at market premises and that Buyers have immediate cover for animals purchased. Any lots left at the sale venue are left entirely at the risk of the Buyer.

**Removal of Lots** - Lots can only be removed once payment has been made in full and/or a pass issued by the Auctioneers. All Lots need to be cleared from the sale premises by 5pm on the day of sale unless otherwise agreed with the Auctioneers.

**Descriptions of Lots** - Buyers should satisfy themselves prior to making bids as to the condition of any Lot and should rely on their own judgement as to whether the Lot accords with its description. All Lots are sold under the Livestock Auctioneers Association Conditions of Sale as referred to above to include the following two clauses:

**Statements of Fact** - Unless otherwise announced all statements of fact made in any sale catalogue or at the time of sale regarding the breeding of any animal, its health status, its productive capacity or other tests carried out on any animal are statements of fact made by the Vendor and not the Auctioneer and the Auctioneer accepts no responsibility for any misstatement nor does he nor the Vendor accept any responsibility for any subsequent reaction by an animal sold to any relevant test administered after the sale.

**Liability of The Auctioneer** - The Auctioneer acts in all respects only as agent for the Vendor and no warranty is given by the Auctioneer or his employees or contractors, and none shall be implied, as to title, description or the quality of any Lot. Neither the Auctioneer nor his employees or contractors 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 (whether in a sale catalogue, order of sale, advertisement for the sale or otherwise) and whether given before, during or after the sale, nor shall he incur any liability in relation to any dispute between a Vendor and Purchaser.

**Bidding Form** - The Auctioneers will bid on your behalf if written instructions are received on the form supplied, or an email or text has been received confirming instructions and acceptance of the terms set out in the form, and adequate time is available to enter such bids. The Auctioneers reserve the right to request a deposit as part of the instruction process. It is entirely at the discretion of the Auctioneers whether other forms of bids are acceptable however in every case there is no liability on the auctioneers.













**Refreshments and Facilities** - Canteen and toilets are on site.

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-  Any person entering the Livestock Market premises does so at their own risk and must comply with the requirements of any Health and Safety notices, any Auctioneers Statements, an Notice to Purchasers, Animal Health and Biosecurity Notices.
-  The Auctioneers reserve the right to refuse admission to any person or vehicle into the Livestock Market premises without giving reason.
-  Please be aware that the Livestock Market premises flooring is multi-level and may be slippery so take care, do not run and wear appropriate footwear.
-  No vehicle will be allowed in any Lot Display Area during any sale without the express permission of the Auctioneers.
-  Kivells strongly advise that no persons access the sale ring, penage or livestock passageways during the sale or whilst animals are being moved through passageways.
-  Permission from the Auctioneers is required ahead of starting powered equipment or machinery.
-  All vehicles and their contents are left at the owners own risk.
-  Children are not permitted to sit on, lean on, push or climb into any machinery, mobile plant etc and should be kept well away from any powered machinery and equipment. Children are not permitted to enter, sit on, lean on, push or climb into any pens or the sale ring.
-  All dogs to be kept on leads.
-  The maximum speed in the Livestock Market premises is 5 mph.
-  Any incidents or accidents on the Livestock Market premises should be reported to the Auctioneers' office immediately.
-  Sellers and Purchasers and their agents are under a duty of care to others when unloading and removing items from the Livestock Market premises and should use appropriate protective equipment and clothing. Sellers and Purchasers and their agents are responsible for ensuring their transport, lifting equipment and methodology conform to current Health & Safety Executive, LOLER, Road Traffic Act etc. requirements and relevant Animal Welfare Regulations.

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## Notice to Purchasers - On Farm Sales

**Travel** - Kivells' website/catalogues will contain directions to the sale and a location plan. Signs to the sale will be roadside in the vicinity of the sale.

**Parking** - Our staff will be present on the day of sale to assist with car parking. Please follow signs and instructions from the stewards.

**Viewing** - Kivells' website/catalogues will contain viewing times

**Health & Safety** - Neither Kivells nor their Vendor Clients accept any liability for any damage or injury to persons, livestock, vehicles or plant not arising out of their negligence. Any person entering the sale premises does so at their own risk and must comply with the requirements of any Health and Safety notices. All persons entering the sale premises are hereby given notice

that there are potential hazards due to the type, penning, herding, loading and unloading of livestock, machinery and lot layout and vehicle movement. Caution should be exercised and children must be fully supervised at all times. Kivells reserve the right to refuse admission to any person or vehicle into the sale premises without giving reason. Kivells strongly advise that no persons access the sale ring, pinnage or livestock passageways during the sale or whilst animals are being moved through passageways. Should any person decide to enter these aforementioned areas they do so entirely at their own risk. Children are not permitted to sit on, lean on, push or climb into any machinery, mobile plant etc and should be kept well away from any powered machinery and equipment. Any incidents or accidents on the sale premises should be reported to Kivells sales office immediately.

**Biosecurity and Animal Welfare** - All persons entering Kivells on farm livestock sales must comply with all current Biosecurity legislation, rules and conditions. All persons should be in clean clothing and disinfect footwear upon entry and exit of the sale premises. Hand wash facilities, disinfectant boot dips and brushes are available and should be used. Vehicles used to transport animals from the sale premises must comply with current cleaning and disinfection legislation. All vendors, purchasers, agents and hauliers must comply with all current legislation governing the welfare of livestock whilst at Kivells on farm Kivells livestock sale premises or in transport from the sale premises. Any concerns over Biosecurity or Animal Welfare should be reported to the Kivells sales office.

**Registration** - In order to bid, all Buyers are required to register before the auction, at the Kivells sales office or as otherwise advised by the Auctioneers. All Buyers unknown to the Auctioneers will be asked for two forms of identification. Acceptable identification includes Driving Licence/Passport together with a Utility Bill/Proof of Address/Business Letter Heading/Business Card. The Auctioneers reserve the right to request a credit reference or a deposit ahead of any purchase or during sale proceedings. Kivells reserve the right to refuse registration or any bid or bidder without giving reason. Contact with the Auctioneers well in advance of the sale is strongly advised.

**Payment** - All lots must be paid for on the day of the Sale by the Buyer prior to any removal or consolidation, unless alternative arrangements have been agreed with the Auctioneers. At the fall of the hammer the highest bidder will be deemed to be the Buyer and transfers of purchases will only be permitted with prior approval from the Auctioneers. Any payment is to be by a means approved by the Auctioneers. Our preferred payment terms are debit card or cash and Kivells reserve the right to stipulate payment by these methods. Kivells may also accept bank transfers and cheques with prior approval. Our Bank Account details are: Sort Code 56-00-49 Account Number 32376359. Payment in Cash - In order to comply with money laundering regulations we cannot accept Cash payments above the maximum permitted at the time of sale. The maximum varies according to exchange rates and currently it is circa £9,000. Buyers are advised to check with the Auctioneers ahead of the sale.

**Conditions of Sale** - It is strongly recommended that Bidders and Buyers visit Kivells.com and read the full Conditions of Sale produced by The Livestock Auctioneers Association (LAA) and the Conditions of Sale relating to the disposal of Machinery and Equipment ahead of the sale. You will be signing to the effect that you have read, agree with and will abide by these Conditions and these Notice to Purchasers. Both sets of Conditions of Sale will also be available in Kivells sales office. Reference will also be made to these conditions in the sale catalogues. This catalogue may also contain reference to Warranties as defined by the LAA Livestock Conditions of Sale. Warranty issues will not be considered if payment in full has not been received.

**Risk** - All lots are at the risk of the Purchaser immediately after they are sold (fall of the hammer). It is strongly advised that Buyers ensure that their insurance policies cover on farm sale premises and that they have immediate cover for animals or machinery purchased. Any lots left at the sale venue are left entirely at the risk of the Buyer.

**Removal of Lots** - Lots can only be removed once payment has been made in full and/or a pass issued by the auctioneers. All lots need to be cleared from the sale premises by 5pm on the day of sale unless otherwise agreed with the Auctioneers.

**Descriptions of Lots** - Buyers should satisfy themselves prior to making bids as to the condition of any lot and should rely on their own judgement as to whether the lot accords with its description. All lots are sold under the Conditions of Sale as referred to above to include the following two clauses:

**Statements of Fact** - Unless otherwise announced all statements of fact made in any sale catalogue or at the time of sale regarding the breeding of any animal, its health status its

productive capacity or other tests carried out on any animal are statements of fact made by the Vendor and not the Auctioneer and the Auctioneer accepts no responsibility for any misstatement nor does he nor the Vendor accept any responsibility for any subsequent reaction by an animal sold to any relevant test administered after the sale. This Statement of Fact clause also applies all non-livestock lots in this sale.

**Liability of The Auctioneer** - The Auctioneer acts in all respects only as agent for the Vendor and no warranty is given by the Auctioneer or his employees or contractors, and none shall be implied, as to title, description or the quality of any Lot. Neither the Auctioneer nor his employees or contractors 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 (whether in a sale catalogue, order of sale, advertisement for the sale or otherwise) and whether given before, during or after the sale, nor shall he incur any liability in relation to any dispute between a Vendor and Purchaser.

**Bidding Form** - The Auctioneers will bid on your behalf if written instructions are received on the form supplied, or an email or text has been received confirming instructions and acceptance of the terms set out in the form, and adequate time is available to enter such bids. The Auctioneers reserve the right to request a deposit as part of the instruction process. It is entirely at the discretion of the Auctioneers whether other forms of bids are acceptable however in every case there is no liability on the auctioneers.

**Refreshments and Facilities** - These will be detailed on the Kivells website and relevant catalogues.