

# Terms of Business - Livestock Sales

## General and Important Information for Sellers and Buyers

The majority of Livestock sales undertaken by Kivells in their Markets and Offsite Sales are governed by Conditions of Sale recommended and produced by The Livestock Auctioneers Association (LAA). The current Conditions for Livestock Markets in England and Wales were produced in 2022. These Conditions of Sale are displayed in their entirety at all of Kivells Livestock Markets. In addition they can be viewed in full on Kivells.com (below) and are referred to and/or utilised in Kivells sale catalogues, entry forms, bidder registration forms and other documentation produced for sale and information purposes.

On occasions Kivells will undertake specialist sales under the applicable Society rules. Attendees and prospective purchasers will be advised of the Conditions of Sale applicable to such sales in the sale catalogue, on Kivells.com and the auctioneer's announcements.

In addition to using the LAA Conditions Kivells produce a Notice to Purchasers/Special Conditions. (See example copy below and in Notice to Purchasers dropdown)

The Notice to Purchasers covers information specific to each individual sale. They include, but are not exclusive to Health and Safety and the general terms and Conditions (LAA), directions, parking, start time, payment terms as well as removal timeframe. They are essential reading for all attendees and prospective purchasers.

**The Conditions of Sale together with the Notice to Purchasers form the basis of commercial relationships with Kivells and every Seller (Vendor), Bidder and Purchaser shall be deemed to have full knowledge of such composite documents and agree to be bound by them.**

In the unlikely event of inconsistency or conflict between these documents the Notice to Purchasers/Special Conditions will take precedence.

## Financials Livestock Market Sales

Kivells as auctioneers at Exeter, Holsworthy and Hallworthy Livestock Markets act as principals in all financial transactions relating to the operation of the Livestock Markets

As principals, Kivells guarantee to pay the Seller (Vendor) the proceeds (less agreed charges) for animals sold. Payments are currently made by cheque or BACS transfer. Cheques can either be collected from the relevant market office or received by post. Please note Cheques and BACS payments will be made payable to the trading name used on the Livestock Entry Form provided in order to comply with HMRC anti-money laundering legislation. BACS transfers will only be made following the completion of a BACS Request Form. BACS payments will be made 10 working days after the sale date. Sale proceeds are not paid into a client bank account and consequently, the RICS Client Money Protection Scheme (CMPS) will not apply to protect the Vendor.

Like all other livestock markets in the UK Kivells charges typically include rates of commission and tolls. In addition Kivells are required to collect statutory levies which are deducted from proceeds and in addition charges may be deducted on behalf of Breed Society Sales.

The commission is subject to a minimum amount. The minimum amount is set at a level that sympathetic to the seller but also assists Kivells in maintaining its quality sale services.

Sellers can also elect to improve the presentation of their cattle through clipping, washing, lairage and bedding options. Again these service costs are deducted from the gross proceeds.

In the case of herd sales and important dispersals held at the livestock markets Kivells will advise Sellers as to what other investments may be needed to achieve optimum prices.

In the event of a dispute between Purchaser and Seller under the LAA Conditions of Sale for cattle, calves, sheep and pigs and other livestock at their Livestock Markets, Kivells reserve the right to hold a Seller's cheque as stakeholders until such time as the dispute is resolved.

Purchasers accounts are due for payment on the day of sale unless credit terms have been agreed in advance with the auctioneers. Overdue accounts will attract interest charges and may also attract late payment administration charges.

Please also note the following select LAA clauses that will assist your understanding of the Livestock sale process. See dropdown menu for full LAA Conditions.

## **2 Time limits**

2.1 Time shall be of the essence of all Conditions which contain time limits. Where the time limited 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.

2.2 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.

2.3 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.

2.4 If a time frame for reporting a breach of warranty or taking some other action is not specified within the relevant condition then the reporting of the breach or the other action should be taken before the End of the Day's Sale.

2.5 In the event that an animal is bought for export to Northern Ireland or a country outside the United Kingdom any time frame specified within these Conditions for reporting a breach of warranty or taking some other action will terminate once the animal leaves United Kingdom soil.

## **3 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 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.

## **4 Service of Notices**

4.1 Notwithstanding anything to the contrary in these Conditions, and save as provided by Condition 4.2, any written notice under any of these Conditions may be served on the person to whom it is to be given either personally, or by leaving it for him at his last known address, or by sending it through the post in a prepaid recorded delivery letter addressed to him there, and any such letter shall be deemed to have been received by him at the time at which it would be delivered in the ordinary course of post.

4.2 Any written notice required by any of these Conditions to be given by a Purchaser to a Vendor may be given by such Purchaser to the Auctioneer on the Vendor's behalf, either by leaving it at the office of the Auctioneer, or by sending it through the post in a prepaid recorded delivery letter addressed to the Auctioneer there and any such letter shall be deemed to have been received by the Vendor at the time at which it would be delivered to the Auctioneer in the ordinary course of post.

4.3 On receiving any notice under Condition 4.2 the Auctioneer shall, as soon as reasonably practicable, communicate its contents to the Vendor.

4.4 Except as above, all communications and negotiations with reference to any dispute between any Purchaser and Vendor under these Conditions shall take place directly between the Purchaser and the Vendor respectively without involving the Auctioneer.

## **5 Identification**

5.1 Where someone wishes to make a claim for Breach of Warranty, or any other claim they may be entitled to make, the animal ear tag number or other relevant identification mark(s) must be reported when notifying the relevant person of the claim. The claim will not be valid if the ear tag number or other relevant identification mark(s) cannot be reported.

## **6 Liability of the Auctioneer**

6.1 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.

6.2 The Auctioneer shall not be liable:

6.2.1 in any way for any errors with or deficiencies in the Vendor's ear tagging of his cattle, sheep, pigs and goats nor any shortcomings with the reading equipment used in the CPRC in accordance with the EID Regulations, or any successor U.K. Government legislation, nor any reading or print out produced by the said equipment;

6.2.2 in any way for any errors, mis-description or false declarations in any documentation produced by the Vendor and accompanying any animal presented for sale, including but without prejudice to the generality of this sub-clause details of its breeding, service by a named sire, animal passports, certificates or movement forms, including any livestock moving directly on from a market to an abattoir, nor, in respect of any such documentation provided to the Auctioneer and subsequently passed on to any one or more third parties;

6.2.3 in any way for any accident which happens to any person while on the Sale Premises, unless it arises out of the negligence of the Auctioneer or his employees or contractors;

6.2.4 for any persons entering the Sale Premises who do not observe all specific health and safety notices which are displayed;

6.2.5 in any way in the event of any interruption, suspension, cancellation or disturbance to the telephone or on-line auction service nor any loss arising if any of these events occurs.

6.3 The Auctioneer shall ensure that any weighbridge used at a sale weighs accurately throughout that sale.

## **7 Conduct of sales**

7.1 Every Vendor, bidder and Purchaser shall be deemed to have full knowledge of these Conditions and by taking part in the sale agrees to be bound by them.

7.2 If livestock entered for a sale is advertised by the Auctioneer and the person entering that livestock for the Sale fails to bring it to the Sale the Auctioneer may charge him a fair and reasonable proportion of the expenses incurred.

7.3 If a person who has brought an animal for sale on to the Sale Premises sells the animal by Private Treaty on the day of sale and on the Sale Premises, either before it is offered for sale or, if it fails to sell, afterwards, these Conditions shall, so far as applicable, govern that private sale.

7.3.1 Where a sale by Private Treaty is agreed between the Vendor and Purchaser on the day of the Sale

7.3.1.1 the Vendor and the Purchaser shall immediately notify the sale to the Auctioneer and the purchase money shall be payable to the Auctioneer in full as if the sale had taken place through the sale ring; and

7.3.1.2 the Auctioneer may charge the commission which would have been payable if the animal had been sold through the sale ring for the price obtained on the private sale, and if he exercises that right the Auctioneer may deduct the commission from the purchase money before accounting for it to the Vendor.

7.4 If the Vendor fails to comply with the provisions of 7.3.1.1 he shall be liable to pay the Auctioneer's commission.

7.5 In the event of any dispute arising with regard to the sale of any Lot or if the Purchaser shall refuse to pay or shall only make partial payment of the purchase price, the Auctioneer may at his sole discretion annul and cancel the sale of that Lot.

7.6 The Auctioneer reserves the right to rescind any sale they believe not to be bona-fide, or which they believe may have been achieved fraudulently.

## **8 Exclusion of animals**

8.1 The Auctioneer may in his absolute discretion refuse to offer for sale and/or exclude from the Sale Premises any animal brought to the Sale Premises by any person.

8.2 Without limiting its effect the Auctioneer may exercise his rights under Condition 8.1 in relation to:

8.2.1 any animal which shows any signs of disease, deformity or of being dangerous;

8.2.2 any animal which appears to be overfull or excessively dirty;

8.2.3 any bull aged 8 months or more which is not effectively ringed and haltered unless it is a young bull reared to be sold for bull beef which satisfies all current safety regulations.

8.3 The decision of the Auctioneer under this Condition shall be final and binding on all parties and the Auctioneer shall not be liable in any way to any person for any act reasonably undertaken by him in the exercise of his rights under this clause or for any consequences arising from any such decision.

8.4 If any person brings to the Sale Premises any animal which he knows or should reasonably have known to be dangerous, or any animal the exposure of which in any market, or at any sale is for the time being forbidden by law, he shall be liable for all injuries, damages, costs, losses or expenses which the Auctioneer or any other person may sustain or incur, either directly or indirectly, as a result of the animal's presence at the Sale Premises.

### **9 Reserve prices, order of sale and bidding**

9.1 The Auctioneer reserves on behalf of himself and the Vendor the following rights:

9.1.1 to fix a Reserve Price;

9.1.2 to bid on behalf of the Vendor up to the value of the Reserve Price;

9.1.3 to rearrange, consolidate or withdraw any Lots or to vary the order of the sale; and

9.1.4 without giving any reason, to refuse to accept the bids of any person.

9.2 A Vendor who wishes to fix a Reserve Price on any Lot owned by him shall notify the Auctioneer in writing before the sale of that Lot, failing which the Auctioneer may sell the Lot to the highest bidder.

9.3 The Auctioneer may refuse to accept bids from a Vendor for a Lot owned by him and a Vendor shall not bid for a Lot owned by him using any agent other than the Auctioneer.

9.4 No person may advance on the previous bid less than the sum announced from time to time by the Auctioneer.

9.5 No bid may be retracted once made.

9.6 The person making the highest bid accepted by the Auctioneer shall be the Purchaser.

9.7 If a dispute arises as to any bidding, then, at the discretion of the Auctioneer, either:

9.7.1 the Lot shall immediately be offered for sale again; or

9.7.2 the Auctioneer shall determine the dispute, and his decision shall be final and binding on all parties

9.8 For the avoidance of any doubt the above Conditions apply whether bidding is at a Public Auction, Online Auction or by, Private Treaty or Tender.

9.9 Where a Purchaser wishes to bid by Telephone Bid or Online Bid or the sale is an Online Auction, the following additional conditions shall apply:

9.9.1 If the Purchaser is not already known to the Auctioneer he shall provide such personal information as the Auctioneer may require for identification, security and financial purposes (i.e. bank debit card details) as well as two telephone numbers, such information to be provided in sufficient time for the Auctioneer to carry out adequate checks;

9.9.2 The Auctioneer reserves the right to refuse bids from prospective Purchasers who have not physically inspected the lots for sale;

9.9.3 Where a Purchaser has not inspected the Lots for sale, and proceeds to bid, he shall be deemed to have done so in full knowledge and acceptance of the Vendor's description;

9.9.4 The bank card details provided will be used by the Auctioneer to pay the purchase price and other charges on or before the End of the Day's Sale.

9.9.5 On-line bidding is allowed in real time but the Vendor and Purchaser shall each pay any additional charge specified in the Conditions in respect of each Lot sold on-line;

### **10 Buyers Premium**

10.1 After notifying Bidders by written notice displayed at the place of the Sale and by clear announcement at the start of the day's Sale the Auctioneer may charge a Purchaser a Buyers Premium (plus Value Added Tax) in addition to the Sale Price.

### **11 Removal of livestock**

11.1 The Purchaser shall remove the Lots he has purchased following payment in full to the Auctioneer but only after the Auctioneer has issued him with a written pass and then at his own expense within such reasonable time after the End of the Day's Sale as the Auctioneer may direct.

11.2 No Lot whether sold or unsold shall be removed from the Sale Premises unless a written pass has been issued by the Auctioneer to the person making the removal and the written pass has been checked at the point of removal by a representative of the Auctioneer.

11.3 Unless otherwise agreed in writing with the Auctioneer all Lots must be removed from the Sale Premises within such period as may be stipulated by the Auctioneer failing which the

Auctioneer shall have the right without further recourse to the owner of the Lot to enter the Lot and to sell it without Reserve Price in any future Sale.

11.4 The Auctioneer may require any Vendor to remove any Lot from the Sale Premises without giving a reason and if the Vendor fails to do so, the Auctioneer may himself remove the Lot and may recover the reasonable costs of doing so from the Vendor.

## **12 Terms of business**

12.1 The Auctioneer shall ensure that his trading terms are clearly communicated to all Vendors and Purchasers by being displayed at the Sale Premises for Public Auctions or otherwise made available for those bidding by Telephone Bid, Online Bid or bidding at an Online Auction and that they include:

12.1.1 an obligation on the Auctioneer to pay to the Vendor within an agreed time the net proceeds of sale (i.e. the price paid by the Purchaser less agreed commission and any other deductions) for each Lot; and

12.1.2 full details of the rates of commission charged by the Auctioneer.

## **13 Statutory levy schemes**

13.1 The Auctioneer shall notify Vendors and Purchasers of any statutory levy schemes which are in force at the time of the Sale and shall clearly designate prior to the start of the Sale the section(s) to which any levy scheme applies. In the case of levy schemes applying to animals designated as slaughter animals and where the Auctioneer has designated a slaughter section of the Sale:

13.1.1 the Vendor accepts a liability to be debited with the amount of any such sum recoverable by the Purchaser in respect of all of the animals in that section

13.1.2 the Purchaser accepts that the sum which he may recover from the Auctioneer will be credited to him only for animals sold in the designated section of the Sale, even though animals within other sections of the Sale may, following their purchase, be sent for immediate slaughter.

13.2 For the purposes of Condition 13.1 the Auctioneer's decision regarding the designation of animals as slaughter animals or non-slaughter animals shall be final and binding on all parties.

## **14 Liability of Vendors and Purchasers for documentation**

14.1 Where under any Enactment an animal must be accompanied by any documentation:

14.1.1 the Vendor shall be responsible for delivering to the Auctioneer all relevant documents and shall indemnify the Auctioneer against any claim by the Purchaser resulting from false or incorrectly completed documents and in the event of the Vendor's non delivery to the Auctioneer of any such documentation the Auctioneer shall refuse to accept such animal(s) for Sale;

14.1.2 the Vendor shall notify the Auctioneer if he has been suspended from any Farm Assurance Scheme, or any similar scheme, and this information shall be included in any catalogue for sale and announced at the Sale by the Auctioneer;

14.1.3 the Purchaser shall be responsible for obtaining from the Auctioneer or the Vendor, as the case may be, all documentation to which he is entitled and shall indemnify the Auctioneer against any claim from any person resulting from the Purchaser's failure to do so.

14.2 If the Purchaser believes that any documentation is false or incorrectly completed he shall notify the Auctioneer by telephone or email (confirmed by notice in writing posted first class to the Auctioneer and supported by a Veterinary Surgeon's Certificate or similar officially authorised certificate) no later than midday on the second Working Day after taking physical possession of the Lot.

14.3 Where any Enactment requires the Auctioneer to give information to any statutory or other authority (such as DEFRA or any of its agencies) or any other organization the Auctioneer may use any documentation or other information in his possession to supply any information that is so required.

14.4 If the Purchaser goes on to export the Lot to Northern Ireland or a country outside of the UK the Purchaser is responsible for ensuring that the documentation, formalities and requirements necessary under any Enactment which governs the export are met.

## **15 Disclosure of owner's name: sale for disclosed principal**

15.1 Each animal shall be entered for Sale in the name of its owner and if required the owner's name as given to the Auctioneer shall be announced when the animal is offered for sale.

15.2 Whether or not a Purchaser requires disclosure of the owner's name the Auctioneer shall for all purposes be deemed to sell as agent for the owner as the disclosed principal.

## **16 Warranty of Title**

All Lots are accepted for Sale by the Auctioneer on condition that the Vendor warrants his right to sell the same. The Vendor shall indemnify the Auctioneer and the Purchaser against all actions,

costs, proceedings, claims, damages, demands, charges and expenses which they may sustain or incur by reason of any defect in the Vendor's title or arising from the false or incorrect completion of any documentation.

**17 Principal and agent: joint and several liability: bids by agents**

17.1 Where animals are offered for Sale by a person in his own name but such animal belongs to another person or persons and he is actually acting as an agent he shall, if so required by the Auctioneer, 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 and any steps authorised by these Conditions or by the general law may be taken against either or both of them.

17.2 Any person intending to bid for any animal as an agent shall inform the Auctioneer before the Sale of such animal begins and shall, if required by the Auctioneer, disclose the name and address of his principal.

17.3 Subject to Condition 17.4, in all cases where a person whose bid is accepted is 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 and:

17.3.1 any steps or proceedings authorised by these Conditions or the general law may be taken or commenced against either or both of them; and

17.3.2 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.

17.4 Condition 17.3 shall not apply if before the commencement of the Sale the person acting as an agent informs the Auctioneer that he intends to bid as a principal, in which case he will be deemed to be solely liable.

**18 Name of Purchaser: payment of purchase money: transfer of title**

18.1 The Purchaser shall give his name and address (and proof of identity) to the Auctioneer when requested to do so.

18.2 The Purchaser shall pay the purchase money for each Lot that he bids for successfully to the Auctioneer as soon after the Contract for Sale as the Auctioneer may require. Any time allowed for payment in respect of any purchase money shall not be construed as a waiver of the right to require earlier payment on any subsequent purchase.

18.3 The Purchaser shall not make any set-off or other plea for nonpayment of the purchase price and shall be liable to the Auctioneer for any unpaid purchase price whether or not the Lot he successfully bid for has been delivered.

18.4 Notwithstanding that the risk in an animal in any Lot may have passed to the Purchaser, title to the animal in any Lot will remain with the Vendor until the Purchaser has paid the purchase price for that Lot in full and in the case of uncleared funds the sum has cleared in the Auctioneer's bank account. Until title has passed to the Purchaser under this condition the Vendor may recover possession of the Lot from the Purchaser and the Vendor or the Auctioneer may enter the Purchaser's premises (or such other premises where the animal is held) in order to do so. For the avoidance of any doubt the reference to Purchaser's premises, or such other premises where the animal is held, includes an abattoir in circumstances where an animal has been sold for slaughter and the reference to animal shall include the carcass of an animal that has been slaughtered.

18.5 In the event of a re-sale by a Purchaser before payment has been made in full to the Auctioneer the Purchaser shall hold the proceeds of such re-sale on trust for the Auctioneer (as agent of the Vendor).

18.6 The Auctioneer does not have any obligation to pay out to the Vendor, until the Purchaser has paid the Purchase Price. Any payment to the Vendor before the Purchaser has made payment in full is made at the Auctioneer's sole discretion.

18.7 If the Auctioneer accounts to the Vendor for the purchase price for a Lot (less the applicable charges) before the Purchaser has made payment in full to the Auctioneer the Auctioneer shall be entitled to any rights in any animal in that Lot which the Vendor may have under Condition 18.4.

**19 Sales of animals by a Purchaser**

19.1 If, before an animal is removed from the Sale Premises, the Purchaser of the animal sells it to another person and notifies the Auctioneer of the name and address of that person then that person shall be treated as the Purchaser of the animal 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 Vendor, or of the Auctioneer as agent for the Vendor, to hold the original Purchaser liable if the subsequent Purchaser fails to fulfil any of those obligations.

#### **20 Responsibility for livestock before and after sale**

20.1 All livestock is at the risk of the Vendor before sale and at the risk of the Purchaser after the Contract for Sale.

20.2 The Auctioneer through his employees and/or contractors shall take reasonable care when moving livestock to and from the sale ring.

20.3 If the Auctioneer expressly agrees to take charge of any livestock after the Sale or to forward the same to its destination he shall be liable for any failure to fulfil this obligation which is due to his or his employees' or contractors' negligence, but otherwise, save as provided by Condition 20.2, the Auctioneer shall have no liability or obligation for the safe custody of any livestock after the sale.

#### **21 Default**

21.1 If a Purchaser fails to perform any of his obligations under these Conditions the Auctioneer 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.

21.2 If on such resale a lower price is obtained for any Lot than was obtained on the original sale, the Purchaser shall be liable to the Auctioneer for the difference in price together with all associated resale costs and expenses incurred on the resale.

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## 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, pannage 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 Offices. 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.

**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 productive capacity, its health status 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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## Financials - Livestock Sales on Clients Premises

Kivells act as auctioneers and agents for clients at the client's premises.



Sellers commission and costs vary depending on the type and size of the sale, Kivells' responsibilities and sale location. The commission and all costs are agreed in advance with the Seller and deducted from sale proceeds. Payment terms are agreed with the Seller in advance of the disposal project.

Typically the commission is a percentage of the overall realisation and usually the costs are initially funded by Kivells and then deducted from sale proceeds. Deductions generally include marketing, cataloguing and lot presentation including animal clipping, washing and preparation together with other added value or Health & Safety / Animal Welfare charges.

In the event of a dispute between Purchaser and Seller under the LAA Conditions of Sale for cattle, calves, sheep and pigs and other livestock, Kivells reserve the right to retain an agreed percentage of the sale realisation for an agreed period as stakeholders until such time as the dispute is resolved.

Purchasers accounts are due for payment on the day of sale unless credit terms have been agreed in advance with the auctioneers. Any Buyers Premium and applicable VAT together with other important information will be available on Kivells.com, set out in any catalogue and announced at the sale and displayed on Kivells sale office.

Please also note the select LAA clauses below that will assist your understanding of the Livestock sale process. See dropdown menu for full LAA Conditions.

## **2 Time limits**

2.1 Time shall be of the essence of all Conditions which contain time limits. Where the time limited 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.

2.2 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.

2.3 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.

2.4 If a time frame for reporting a breach of warranty or taking some other action is not specified within the relevant condition then the reporting of the breach or the other action should be taken before the End of the Day's Sale.

2.5 In the event that an animal is bought for export to Northern Ireland or a country outside the United Kingdom any time frame specified within these Conditions for reporting a breach of warranty or taking some other action will terminate once the animal leaves United Kingdom soil.

## **3 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 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.

## **4 Service of Notices**

4.1 Notwithstanding anything to the contrary in these Conditions, and save as provided by Condition 4.2, any written notice under any of these Conditions may be served on the person to whom it is to be given either personally, or by leaving it for him at his last known address, or by sending it through the post in a prepaid recorded delivery letter addressed to him there, and any such letter shall be deemed to have been received by him at the time at which it would be delivered in the ordinary course of post.

4.2 Any written notice required by any of these Conditions to be given by a Purchaser to a Vendor may be given by such Purchaser to the Auctioneer on the Vendor's behalf, either by leaving it at the office of the Auctioneer, or by sending it through the post in a prepaid recorded delivery letter addressed to the Auctioneer there and any such letter shall be deemed to have been received by the Vendor at the time at which it would be delivered to the Auctioneer in the ordinary course of post.

4.3 On receiving any notice under Condition 4.2 the Auctioneer shall, as soon as reasonably practicable, communicate its contents to the Vendor.

4.4 Except as above, all communications and negotiations with reference to any dispute between any Purchaser and Vendor under these Conditions shall take place directly between the Purchaser and the Vendor respectively without involving the Auctioneer.

#### **5 Identification**

5.1 Where someone wishes to make a claim for Breach of Warranty, or any other claim they may be entitled to make, the animal ear tag number or other relevant identification mark(s) must be reported when notifying the relevant person of the claim. The claim will not be valid if the ear tag number or other relevant identification mark(s) cannot be reported.

#### **6 Liability of the Auctioneer**

6.1 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.

6.2 The Auctioneer shall not be liable:

6.2.1 in any way for any errors with or deficiencies in the Vendor's ear tagging of his cattle, sheep, pigs and goats nor any shortcomings with the reading equipment used in the CPRC in accordance with the EID Regulations, or any successor U.K. Government legislation, nor any reading or print out produced by the said equipment;

6.2.2 in any way for any errors, mis-description or false declarations in any documentation produced by the Vendor and accompanying any animal presented for sale, including but without prejudice to the generality of this sub-clause details of its breeding, service by a named sire, animal passports, certificates or movement forms, including any livestock moving directly on from a market to an abattoir, nor, in respect of any such documentation provided to the Auctioneer and subsequently passed on to any one or more third parties;

6.2.3 in any way for any accident which happens to any person while on the Sale Premises, unless it arises out of the negligence of the Auctioneer or his employees or contractors;

6.2.4 for any persons entering the Sale Premises who do not observe all specific health and safety notices which are displayed;

6.2.5 in any way in the event of any interruption, suspension, cancellation or disturbance to the telephone or on-line auction service nor any loss arising if any of these events occurs.

6.3 The Auctioneer shall ensure that any weighbridge used at a sale weighs accurately throughout that sale.

#### **7 Conduct of sales**

7.1 Every Vendor, bidder and Purchaser shall be deemed to have full knowledge of these Conditions and by taking part in the sale agrees to be bound by them.

7.2 If livestock entered for a sale is advertised by the Auctioneer and the person entering that livestock for the Sale fails to bring it to the Sale the Auctioneer may charge him a fair and reasonable proportion of the expenses incurred.

7.3 If a person who has brought an animal for sale on to the Sale Premises sells the animal by Private Treaty on the day of sale and on the Sale Premises, either before it is offered for sale or, if it fails to sell, afterwards, these Conditions shall, so far as applicable, govern that private sale.

7.3.1 Where a sale by Private Treaty is agreed between the Vendor and Purchaser on the day of the Sale

7.3.1.1 the Vendor and the Purchaser shall immediately notify the sale to the Auctioneer and the purchase money shall be payable to the Auctioneer in full as if the sale had taken place through the sale ring; and

7.3.1.2 the Auctioneer may charge the commission which would have been payable if the animal had been sold through the sale ring for the price obtained on the private sale, and if he exercises that right the Auctioneer may deduct the commission from the purchase money before accounting for it to the Vendor.

7.4 If the Vendor fails to comply with the provisions of 7.3.1.1 he shall be liable to pay the Auctioneer's commission.

7.5 In the event of any dispute arising with regard to the sale of any Lot or if the Purchaser shall refuse to pay or shall only make partial payment of the purchase price, the Auctioneer may at his sole discretion annul and cancel the sale of that Lot.

7.6 The Auctioneer reserves the right to rescind any sale they believe not to be bona-fide, or which they believe may have been achieved fraudulently.

### **8 Exclusion of animals**

8.1 The Auctioneer may in his absolute discretion refuse to offer for sale and/or exclude from the Sale Premises any animal brought to the Sale Premises by any person.

8.2 Without limiting its effect the Auctioneer may exercise his rights under Condition 8.1 in relation to:

8.2.1 any animal which shows any signs of disease, deformity or of being dangerous;

8.2.2 any animal which appears to be overfull or excessively dirty;

8.2.3 any bull aged 8 months or more which is not effectively ringed and haltered unless it is a young bull reared to be sold for bull beef which satisfies all current safety regulations.

8.3 The decision of the Auctioneer under this Condition shall be final and binding on all parties and the Auctioneer shall not be liable in any way to any person for any act reasonably undertaken by him in the exercise of his rights under this clause or for any consequences arising from any such decision.

8.4 If any person brings to the Sale Premises any animal which he knows or should reasonably have known to be dangerous, or any animal the exposure of which in any market, or at any sale is for the time being forbidden by law, he shall be liable for all injuries, damages, costs, losses or expenses which the Auctioneer or any other person may sustain or incur, either directly or indirectly, as a result of the animal's presence at the Sale Premises.

### **9 Reserve prices, order of sale and bidding**

9.1 The Auctioneer reserves on behalf of himself and the Vendor the following rights:

9.1.1 to fix a Reserve Price;

9.1.2 to bid on behalf of the Vendor up to the value of the Reserve Price;

9.1.3 to rearrange, consolidate or withdraw any Lots or to vary the order of the sale; and

9.1.4 without giving any reason, to refuse to accept the bids of any person.

9.2 A Vendor who wishes to fix a Reserve Price on any Lot owned by him shall notify the Auctioneer in writing before the sale of that Lot, failing which the Auctioneer may sell the Lot to the highest bidder.

9.3 The Auctioneer may refuse to accept bids from a Vendor for a Lot owned by him and a Vendor shall not bid for a Lot owned by him using any agent other than the Auctioneer.

9.4 No person may advance on the previous bid less than the sum announced from time to time by the Auctioneer.

9.5 No bid may be retracted once made.

9.6 The person making the highest bid accepted by the Auctioneer shall be the Purchaser.

9.7 If a dispute arises as to any bidding, then, at the discretion of the Auctioneer, either:

9.7.1 the Lot shall immediately be offered for sale again; or

9.7.2 the Auctioneer shall determine the dispute, and his decision shall be final and binding on all parties

9.8 For the avoidance of any doubt the above Conditions apply whether bidding is at a Public Auction, Online Auction or by, Private Treaty or Tender.

9.9 Where a Purchaser wishes to bid by Telephone Bid or Online Bid or the sale is an Online Auction, the following additional conditions shall apply:

9.9.1 If the Purchaser is not already known to the Auctioneer he shall provide such personal information as the Auctioneer may require for identification, security and financial purposes (i.e. bank debit card details) as well as two telephone numbers, such information to be provided in sufficient time for the Auctioneer to carry out adequate checks;

9.9.2 The Auctioneer reserves the right to refuse bids from prospective Purchasers who have not physically inspected the lots for sale;

9.9.3 Where a Purchaser has not inspected the Lots for sale, and proceeds to bid, he shall be deemed to have done so in full knowledge and acceptance of the Vendor's description;

9.9.4 The bank card details provided will be used by the Auctioneer to pay the purchase price and other charges on or before the End of the Day's Sale.

9.9.5 On-line bidding is allowed in real time but the Vendor and Purchaser shall each pay any additional charge specified in the Conditions in respect of each Lot sold on-line;

### **10 Buyers Premium**

10.1 After notifying Bidders by written notice displayed at the place of the Sale and by clear announcement at the start of the day's Sale the Auctioneer may charge a Purchaser a Buyers Premium (plus Value Added Tax) in addition to the Sale Price.

## **11 Removal of livestock**

11.1 The Purchaser shall remove the Lots he has purchased following payment in full to the Auctioneer but only after the Auctioneer has issued him with a written pass and then at his own expense within such reasonable time after the End of the Day's Sale as the Auctioneer may direct.

11.2 No Lot whether sold or unsold shall be removed from the Sale Premises unless a written pass has been issued by the Auctioneer to the person making the removal and the written pass has been checked at the point of removal by a representative of the Auctioneer.

11.3 Unless otherwise agreed in writing with the Auctioneer all Lots must be removed from the Sale Premises within such period as may be stipulated by the Auctioneer failing which the Auctioneer shall have the right without further recourse to the owner of the Lot to enter the Lot and to sell it without Reserve Price in any future Sale.

11.4 The Auctioneer may require any Vendor to remove any Lot from the Sale Premises without giving a reason and if the Vendor fails to do so, the Auctioneer may himself remove the Lot and may recover the reasonable costs of doing so from the Vendor.

## **12 Terms of business**

12.1 The Auctioneer shall ensure that his trading terms are clearly communicated to all Vendors and Purchasers by being displayed at the Sale Premises for Public Auctions or otherwise made available for those bidding by Telephone Bid, Online Bid or bidding at an Online Auction and that they include:

12.1.1 an obligation on the Auctioneer to pay to the Vendor within an agreed time the net proceeds of sale (i.e. the price paid by the Purchaser less agreed commission and any other deductions) for each Lot; and

12.1.2 full details of the rates of commission charged by the Auctioneer.

## **13 Statutory levy schemes**

13.1 The Auctioneer shall notify Vendors and Purchasers of any statutory levy schemes which are in force at the time of the Sale and shall clearly designate prior to the start of the Sale the section(s) to which any levy scheme applies. In the case of levy schemes applying to animals designated as slaughter animals and where the Auctioneer has designated a slaughter section of the Sale:

13.1.1 the Vendor accepts a liability to be debited with the amount of any such sum recoverable by the Purchaser in respect of all of the animals in that section

13.1.2 the Purchaser accepts that the sum which he may recover from the Auctioneer will be credited to him only for animals sold in the designated section of the Sale, even though animals within other sections of the Sale may, following their purchase, be sent for immediate slaughter.

13.2 For the purposes of Condition 13.1 the Auctioneer's decision regarding the designation of animals as slaughter animals or non-slaughter animals shall be final and binding on all parties.

## **14 Liability of Vendors and Purchasers for documentation**

14.1 Where under any Enactment an animal must be accompanied by any documentation:

14.1.1 the Vendor shall be responsible for delivering to the Auctioneer all relevant documents and shall indemnify the Auctioneer against any claim by the Purchaser resulting from false or incorrectly completed documents and in the event of the Vendor's non delivery to the Auctioneer of any such documentation the Auctioneer shall refuse to accept such animal(s) for Sale;

14.1.2 the Vendor shall notify the Auctioneer if he has been suspended from any Farm Assurance Scheme, or any similar scheme, and this information shall be included in any catalogue for sale and announced at the Sale by the Auctioneer;

14.1.3 the Purchaser shall be responsible for obtaining from the Auctioneer or the Vendor, as the case may be, all documentation to which he is entitled and shall indemnify the Auctioneer against any claim from any person resulting from the Purchaser's failure to do so.

14.2 If the Purchaser believes that any documentation is false or incorrectly completed he shall notify the Auctioneer by telephone or email (confirmed by notice in writing posted first class to the Auctioneer and supported by a Veterinary Surgeon's Certificate or similar officially authorised certificate) no later than midday on the second Working Day after taking physical possession of the Lot.

14.3 Where any Enactment requires the Auctioneer to give information to any statutory or other authority (such as DEFRA or any of its agencies) or any other organization the Auctioneer may use any documentation or other information in his possession to supply any information that is so required.

14.4 If the Purchaser goes on to export the Lot to Northern Ireland or a country outside of the UK the Purchaser is responsible for ensuring that the documentation, formalities and requirements necessary under any Enactment which governs the export are met.

**15 Disclosure of owner's name: sale for disclosed principal**

15.1 Each animal shall be entered for Sale in the name of its owner and if required the owner's name as given to the Auctioneer shall be announced when the animal is offered for sale.

15.2 Whether or not a Purchaser requires disclosure of the owner's name the Auctioneer shall for all purposes be deemed to sell as agent for the owner as the disclosed principal.

**16 Warranty of Title**

All Lots are accepted for Sale by the Auctioneer on condition that the Vendor warrants his right to sell the same. The Vendor shall indemnify the Auctioneer and the Purchaser against all actions, costs, proceedings, claims, damages, demands, charges and expenses which they may sustain or incur by reason of any defect in the Vendor's title or arising from the false or incorrect completion of any documentation.

**17 Principal and agent: joint and several liability: bids by agents**

17.1 Where animals are offered for Sale by a person in his own name but such animal belongs to another person or persons and he is actually acting as an agent he shall, if so required by the Auctioneer, 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 and any steps authorised by these Conditions or by the general law may be taken against either or both of them.

17.2 Any person intending to bid for any animal as an agent shall inform the Auctioneer before the Sale of such animal begins and shall, if required by the Auctioneer, disclose the name and address of his principal.

17.3 Subject to Condition 17.4, in all cases where a person whose bid is accepted is 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 and:

17.3.1 any steps or proceedings authorised by these Conditions or the general law may be taken or commenced against either or both of them; and

17.3.2 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.

17.4 Condition 17.3 shall not apply if before the commencement of the Sale the person acting as an agent informs the Auctioneer that he intends to bid as a principal, in which case he will be deemed to be solely liable.

**18 Name of Purchaser: payment of purchase money: transfer of title**

18.1 The Purchaser shall give his name and address (and proof of identity) to the Auctioneer when requested to do so.

18.2 The Purchaser shall pay the purchase money for each Lot that he bids for successfully to the Auctioneer as soon after the Contract for Sale as the Auctioneer may require. Any time allowed for payment in respect of any purchase money shall not be construed as a waiver of the right to require earlier payment on any subsequent purchase.

18.3 The Purchaser shall not make any set-off or other plea for nonpayment of the purchase price and shall be liable to the Auctioneer for any unpaid purchase price whether or not the Lot he successfully bid for has been delivered.

18.4 Notwithstanding that the risk in an animal in any Lot may have passed to the Purchaser, title to the animal in any Lot will remain with the Vendor until the Purchaser has paid the purchase price for that Lot in full and in the case of uncleared funds the sum has cleared in the Auctioneer's bank account. Until title has passed to the Purchaser under this condition the Vendor may recover possession of the Lot from the Purchaser and the Vendor or the Auctioneer may enter the Purchaser's premises (or such other premises where the animal is held) in order to do so. For the avoidance of any doubt the reference to Purchaser's premises, or such other premises where the animal is held, includes an abattoir in circumstances where an animal has been sold for slaughter and the reference to animal shall include the carcass of an animal that has been slaughtered.

18.5 In the event of a re-sale by a Purchaser before payment has been made in full to the Auctioneer the Purchaser shall hold the proceeds of such re-sale on trust for the Auctioneer (as agent of the Vendor).

18.6 The Auctioneer does not have any obligation to pay out to the Vendor, until the Purchaser has paid the Purchase Price. Any payment to the Vendor before the Purchaser has made payment in full is made at the Auctioneer's sole discretion.

18.7 If the Auctioneer accounts to the Vendor for the purchase price for a Lot (less the applicable charges) before the Purchaser has made payment in full to the Auctioneer the Auctioneer shall be entitled to any rights in any animal in that Lot which the Vendor may have under Condition 18.4.

#### **19 Sales of animals by a Purchaser**

19.1 If, before an animal is removed from the Sale Premises, the Purchaser of the animal sells it to another person and notifies the Auctioneer of the name and address of that person then that person shall be treated as the Purchaser of the animal 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 Vendor, or of the Auctioneer as agent for the Vendor, to hold the original Purchaser liable if the subsequent Purchaser fails to fulfil any of those obligations.

#### **20 Responsibility for livestock before and after sale**

20.1 All livestock is at the risk of the Vendor before sale and at the risk of the Purchaser after the Contract for Sale.

20.2 The Auctioneer through his employees and/or contractors shall take reasonable care when moving livestock to and from the sale ring.

20.3 If the Auctioneer expressly agrees to take charge of any livestock after the Sale or to forward the same to its destination he shall be liable for any failure to fulfil this obligation which is due to his or his employees' or contractors' negligence, but otherwise, save as provided by Condition 20.2, the Auctioneer shall have no liability or obligation for the safe custody of any livestock after the sale.

#### **21 Default**

21.1 If a Purchaser fails to perform any of his obligations under these Conditions the Auctioneer 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.

21.2 If on such resale a lower price is obtained for any Lot than was obtained on the original sale, the Purchaser shall be liable to the Auctioneer for the difference in price together with all associated resale costs and expenses incurred on the resale.

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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, penning 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.