

HARRISON & HETHERINGTON LIMITED

AUCTIONEERS TERMS AND CONDITIONS OF SALE

1. The bidding to be regulated by the Auctioneers and the highest bidder, subject to the Vendors reserve (if any), to be the purchaser. No bid shall be retracted and if any dispute should arise between two or more bidders, the Lot in dispute shall be put up again and resold, or the Auctioneers may determine the dispute at their own discretion and their decision shall be final. The Auctioneers reserve the right to refuse the bid of any person without being called upon to give reason for such action.
2. The Purchaser to give his full name and dwelling place and pay for all Lots immediately at the close of sale. No Lot or Lots shall be removed from the sale premises until paid for and a pass-out slip obtained from the Auctioneer's clerk but each and every Lot shall immediately at the fall of the hammer be considered as delivered and be and remain in every respect at the absolute risk and expense of the respective purchaser or purchasers thereof and shall be removed from the sale premises at the purchaser's expense. The right of property shall not pass until the full purchase price is paid.
3. Purchasers paying by cheque must be prepared, if required, to produce a banker's reference. As a result of the Money Laundering Regulations (2003) the auctioneers are unable to accept cash payments in excess of nine thousand pounds sterling (£9,000.00) for any single or linked purchase transaction. Card facilities will be available, 2% surcharge will be added to a credit card payment.
4. All statements in the catalogue, or made by the Auctioneers at the time of sale, also the correct identification of the animals, are the entire responsibility of the Vendors. The Auctioneers take no personal responsibility for the correctness of such statements or identities.
5. All statements in the catalogue, or any made by the Auctioneers at the time of sale, relating to any veterinary or other tests are to be taken as statements of fact only. No such statements shall guarantee the purchaser of any animal against loss arising from the subsequent reaction of such animal to any test administered after the sale and the Vendors shall not be liable in any way should this occur.
6. All stock is sold subject to the Conditions of Sale recommended for use at markets by the Livestock Auctioneers' Market Committee for England and Wales except insofar as these conflict with any Special Conditions applicable to the sale of pedigree stock, when the latter Conditions shall prevail.
7. Neither the Vendors nor the Auctioneers will be responsible for any accident or injury to persons or property, through fire or any other cause whatsoever, nor for any damage by animals prior to, during or after the sale.

8. No undertaking by the Auctioneers or their servants to take charge of any Lot or Lots after the sale or to forward them to their destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of these Conditions.

9. Inasmuch as the Auctioneers act as agents for a disclosed principal they shall not be considered personally responsible for any default on the part of either purchasers or Vendors and the remedy shall be against them only and not against the Auctioneers.

10. If these conditions are unfulfilled, the Vendors or Auctioneers shall have the power to resell the Lots, retaining any surplus and charging any deficiency and expense to the defaulter.

11. You have a right to know how we will use the information you have provided to us. We may share the information with other members of our group and may make this information available to relevant media groups and other interested parties on request. We and other members of the group may contact you by telephone, e-mail, post or fax to inform you of products or services available. If you do not want to be contacted for marketing purposes or do not wish for your information to be made available to any other parties please notify us in writing.