



2023 Auction

TERMS AND CONDITIONS

TERMS

Carters 2023 Auction

Terms & Conditions of Sale (Buyers)

DEFINITIONS

The following terms within these conditions have the following meaning:

'Auctioneers' means Carters Entertainment Ltd, Carters Yard, White Waltham, Maidenhead, Berkshire SL6 3JF

'Lots' means all machines, equipment and any other items to be sold

'Vendor' means the person, or company entering Lots into the auction to be sold

'Reserve Price' is the minimum price for a lot as fixed by the vendor

BUYERS

Intending purchasers shall give their name and address, company number and (VAT number if applicable) to the Auctioneer prior to the auction to obtain a Buyer's Number. If any purchaser fails to comply with any of the conditions the Lot or Lots in respect of which such failure is made may, if the Auctioneer thinks fit, be put up for auction again and resold at any time. If upon such re-sale, a lower price is obtained for any such Lots than was obtained on the first sale the difference in price shall be a debt due from the purchaser in default upon the first sale, no Lot may be transferred. All Lots in the catalogue will be subject to VAT at the standard rate unless otherwise stated

GOODS

Care has been taken to ensure the accuracy of the catalogue, but no sale shall be invalidated by reason of any defect of faults in any of the Lots by reason of any of the Lots being incorrectly described in the catalogue and no compensation shall be paid in result of any such faults or errors in description. The Auctioneers give no warranty as to the genuineness of authenticity of the goods and the purchaser shall accept every Lot with all faults and errors of description.

Any representation or statement by the Auctioneer in any catalogue, brochure, or advertisement of forthcoming auctions as to authorship, attribution, genuineness, authenticity, origin, date, age, provenance, condition or estimated selling price is a statement of opinion only.

All Lots are sold as seen, with all faults, errors and imperfections. Purchasers should satisfy themselves prior to the sale of the lot as to the condition. The Auctioneers are not responsible for errors of description or for the genuineness/authenticity of any lot. No warranty is given by the Auctioneers to any Purchaser of any lot. The Auctioneers may at their discretion or upon the instruction of the Vendor alter or withdraw Lots referred to in the auction catalogue up to the moment at which the hammer falls in relation to the concerned lot. The Auctioneers may at their discretion or upon the instruction of the Vendor enforce a reserve selling price on any lot.

AUCTIONEER ACTING AS AN AGENT

The Auctioneers act as an agent to the Vendor and shall not incur liability too any Purchaser for any statement, representation or warrant as to the title, quality or other matter of any lot.

CARTERS STEAM FAIR AUCTION CATALOGUE

SALE

At the fall of the hammer, the Purchaser is required to provide their name and/or Purchaser's number. If bidding on behalf of a third party, or company this should be made clear to the Auctioneer at this time. Payment for the lot plus VAT is due on the day of the sale. All Lots must be paid for in full by bank transfer, card or cash, or in any other manner acceptable to the Auctioneers on the day of the sale and before any lot is removed. We will NOT accept cheques. Failure to comply with the above shall entitle the Auctioneer to cancel the sale, and re-offer the lot for sale.

TRANSFER OF LOTS

No transfer of Lots or sub-sale by any Purchaser is recognised by the Auctioneer.

BIDDING

Purchasers may bid for Lots either personally, through the Auctioneers, or through any other person. The Auctioneers reserve the right to refuse the bidding of any person, without having to give reason. No person may bid less than the sum named by the Auctioneers. The highest bidder for each lot will be the Purchaser of the lot and in the event of any dispute the Auctioneer shall have absolute discretion either to settle such dispute or to re-offer the lot. Goods may be sold 'provisionally' to a bidder by the Auctioneer. A provisional bid is binding, pending acceptance by the vendor which the auctioneer will endeavour to obtain in a timely manner. A provisional bid may result in further negotiations on the bid price, conducted by the Auctioneer, on behalf of the bidder and the vendor. A bidder may not retract a provisional bid without prior agreement with the Auctioneer, as negotiations will be ongoing with the vendor. The deposit paid by a bidder on a provisional bid may be returned or transferred to another Lot if the bid is not accepted by the vendor. Bidding on separate Lots while a prior provisional bid is pending may result in multiple Lots being won the bidder, the bidder is liable to pay for all Lots. The Auctioneer reserves the right to transfer a deposit or part payment between Lots or divide a deposit or part payment between Lots as necessary.

RISK

All Lots remain at the risk of the Vendor until sold and following sale, the risk will be with the Purchaser Each Lot shall be at the purchaser's risk from the fall of the hammer and must be paid for in full before collection and removed by the purchaser at their own expense and risk no later than 5pm Tuesday 11th July 2023 in which the Lot was purchased, has concluded. If any Lot is not so taken away by the purchaser, the vendor or the Auctioneer shall be entitled at the risk of the purchaser to remove the same to any place of storage and shall not be responsible for any expense of such removal or storage or any damage or destruction or loss thereby occasioned. Furthermore, where goods by agreement are stored after a sale at the purchaser's request on either the vendors or Auctioneers' premises, the items so stored will be entirely at the risk of the purchaser and no responsibility can be accepted by either the vendor or the Auctioneers for loss, damage or destruction thereby arising. In addition to the above, upon failure to remove the Lot from the premises as required, the Auctioneers reserve the right to re-enter the Lot into auction and charge an entry fee to the buyer.

Any damage occasioned to the premises at which the auction takes place or to Lots or any part or parts thereof occasioned by such removal by the Auctioneer under the last condition and all damage occasioned by a removal by the purchaser, shall be made good by the purchaser and principals shall be responsible for the acts of their servants and agents. Upon failure to apply with the above conditions, the money deposited in part payments shall be forfeited, and the Lot shall be resold by public auction or private sale and any deficiency arising upon the resale together with the expenses thereof shall be made good by the defaulter at this sale.

OWNERSHIP

The Auctioneer and Purchaser assume that the Vendor is the true owner of the lot, or is properly authorised to sell the lot by the true owner.

RESERVATION OF TITLE

The Purchaser assumes all risk of damage to the lot immediately upon sale (the fall of the hammer). The Purchaser must, until payment has been made in full, keep the lot in good marketable condition and readily identifiable In the event of any sale by the Purchaser of a lot before full payment has been made, the Purchaser shall forward the proceeds of the sale to the Auctioneer. At any time before the title to the lot has passed to the Purchaser, the Vendors or Auctioneers reserve the right to enter the Purchasers property for the purpose of recovering the lot.

REMOVAL OF LOTS FROM THE SALE

All Lots may not be removed from the sale without a paid invoice/receipt for removal of Lots. Paid invoice/receipt are obtained from the office. All Lots must be checked out.

CARTERS STEAM FAIR AUCTION CATALOGUE

All smaller/manhandle-able Lots purchased must be cleared from the saleground on the day of the sale, all larger Lots no later than 5pm Tuesday 11th July 2023 unless otherwise stated in the catalogue, or agreed with the Auctioneers. Failure to remove the Lots within the agreed time will result in a daily charge of £10 (Plus VAT) per day - payable on collection of the lot.

Any lot not collected within one month of the Auction date (unless by prior agreement with the Auctioneers), will be deemed abandoned and the Auctioneers will be entitled to dispose of the abandoned lot at their discretion. Any monies arising from the disposal will be the property of the Auctioneers.

PAYMENT

All Purchasers are required to register online in advance preferably, as per catalogue instructions, OR by exception on the day at the office before bidding.

All Lots must be paid for on the day of the sale by the Purchaser.

EXCLUSION OF LIABILITY

The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of any loss or damage, to any property real or personal, including all Lots, whether incurred before, during or after the sale.

The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of personal injury or death of any persons arising out of or in the course of or caused by the sale

HEALTH & SAFETY AT WORK ACT 1974

The Purchaser of any lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

GOVERNING LAW AND JURISDICTION

For the avoidance of doubt, all contracts entered into between the Purchaser and Vendor and between either of them and the Auctioneers on the basis of these standard terms and conditions of business governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Carters Entertainment Ltd

Carters Yard, White Waltham, Maidenhead, Berkshire SL6 3JF

Email: admin@cartersfair.com

Website: <https://www.carterssteamfair.co.uk/open-weekend-and-auction/>

June 2023

* Lots 346 + 347 are payable in full direct to the owners of the vehicles and are not subject to VAT. Payment can be made via bank transfer/cash/cheque (NOT CARD) cleared funds are required before removal of the vehicles and re-issue of V5C and any other documentation.

END TERMS AND CONDITIONS

CARTERS STEAM FAIR AUCTION CATALOGUE

FIND US AT:

Carters Yard
Grove Park Industrial Estate
White Waltham
Maidenhead
SL6 3JF

AUCTION TIMES:

- Preview lots at our Open day on Saturday 8 July, 9-5pm
- Doors open 8am Sunday 9 July
- Auction starts at 10am on Sunday
- Register online by 4pm Saturday 8 July

FOR MORE INFORMATION SEE OUR WEBSITE:

www.carterssteamfair.co.uk/open-weekend-and-auction

To place bids you must be registered, see the online registration form here:

<https://forms.office.com/e/mpSUHuu9Zd>

Or scan the code below using your phone:

