

Conditions of Sale

Every vendor, bidder, purchaser and the general public on the Auctioneers premises shall be deemed to have full knowledge of these Conditions and agree to be bound by them.

1. Entry of Livestock

(a) The Auctioneers do not bind themselves to receive all stock consigned to them for sale, or if received to expose them for sale, and they do not guarantee that stock advertised will be sold.

The Auctioneers, as a Co-operative Society, may refuse to accept for sale livestock submitted by a person who is not a member so as to enable livestock submitted, by a member of the Society to be accepted for entry.

(b) The Auctioneers, shall determine the order of sale and the stock to be exposed for sale shall be described by the Auctioneers at the time of exposure.

2. Name and Title Of Owners/Agents

(a) Disclosure of Owners Name: Sale for Disclosed Principal.

Each lot shall be entered in its owners name and the name of the owner of each lot as given to the Auctioneers shall be declared by them, if required, when the lot is put up for sale; and whether or not a purchaser takes advantage of such an opportunity for obtaining information the auctioneers shall for all purposes be deemed to sell as agents for a disclosed principal.

(b) Principal and Agent: Joint and Several Liabilities

Where a person who is an agent offers animals for sale, he shall be bound to disclose the name and address of his principal and in such a case both the principal and the agent shall be jointly and severally liable under the contract of sale and any steps authorised by these Conditions or by the general law may be taken against either or both of them.

(c) Vendors Warranties

All lots are accepted for sale on the terms that the vendor warrants his right to sell the same and undertakes to indemnify the Auctioneers against all actions, proceedings claims, demands, costs, charges and expenses to which they may be exposed or which they may incur by reason of any defect in the vendors title.

- (d) The Vendor is responsible for all information in respect of the herd or flock from which each animal offered for sale is registered, the testing history regarding each animal, and the identity or description of the owner of each animal.

3. Bidding

The Auctioneers reserve the right to refuse to accept the bids of any person without giving any reason.

- The highest bidder shall be the purchaser, subject to the right of the Auctioneer to refuse any bid or to withdraw any lot for which the bidding is considered insufficient. Should any dispute arise between two or more bidders, the lot in dispute may be put up again for auction and re-sold or the Auctioneer may declare the purchaser.
- No person shall advance any bidding by less than a sum to be named by the auctioneer and no bidding shall be retracted.
- No vendor or vendor's representative shall bid for vendor's livestock.

The Auctioneers reserve the right to fix a reserve price, or to rearrange, consolidate or withdraw any lot or to vary the order of sale.

4. On the Market Selling

The Auctioneers may operate an "On the Market System of Selling" whereby lots are deemed to be "On the Market" from the commencement of bidding. On the fall of the hammer the seller has the option of withdrawing the lot in question if he considers the bidding insufficient in which case this lot shall be declared unsold by the Auctioneers. The Auctioneers reserve to themselves the right to add, cancel, alter, or otherwise modify these General Conditions, or any of them, from time to time at their sole discretion.

5. Private Sales

All livestock must be offered for sale in the ring. Private sales previous to auction will not be recognised. The usual commission will be charged in respect of every animal offered for auction and not sold in the ring and subsequently sold by the owner or his agent. The vendor or (failing him) the purchaser shall notify a private sale to the Auctioneers immediately and the purchase money shall be payable to the Auctioneers in full.

6. Transfer of Ownership

Each lot is at the vendor's risk until sold, but from the fall of the hammer shall be at the purchaser's risk.

Where the Auctioneers have paid out the vendor, before having received the purchase price in full from the purchaser, the title will vest in the Auctioneers.

7. Method of Payment

1. Purchasers must give their names and addresses and, pay the purchase money, by an acceptable form of payment, in full, immediately on the fall of the hammer. New customers must report to the office before buying and must be approved prior to bidding.

8. Transfer of Stock to a Sub-Purchaser

Where the Purchaser notifies the Auctioneers after the sale, that a lot has been bought on behalf of another, and asks the Auctioneers to invoice that person (“the nominee”) the Auctioneers, (at their absolute discretion) may agree to do so, on the basis that the Purchaser, and the nominee, will be jointly and severally liable to pay the purchase price. The Purchaser’s payment obligations in respect of the relevant lot will only be discharged in the event that the nominee has paid the whole of the purchase price. However, where the nominees pay part of the sum due but the remainder is unpaid; the Auctioneer’s claim shall be limited to the unpaid sum.

If before a purchased animal is removed from the sale premises the purchaser resells it to some other person and notifies the Auctioneers of the name and address of the sub-purchaser, then for the purposes of these Conditions or such of them as remain applicable the sub purchaser shall be entitled to all the rights and be subject to all the obligations of the original purchaser accordingly but without prejudice to the right of the seller and of the Auctioneers as agents for the seller to hold the original purchaser liable and to pursue all lawful remedies against him, in the event of the sub-purchaser not fulfilling any of those obligations

Where a person whose bid is accepted is in fact acting as an agent he shall if so required by the Auctioneers be bound to disclose the name and address of his principal and in such a case both the principal and the agent shall be jointly liable under the contract of sale and any steps authorised by these Conditions or by the general law may be taken against either or both of them.

9. Delivery of Stock

1. No lot shall be allowed to leave the sales yard without a written order or a pass-out from the Auctioneers.
2. Each lot must be removed at the purchaser’s expense at the close of the sale.
3. In the event of the Auctioneers being unable to deliver any lot or lots to a purchaser for any reason whatsoever they shall refund the purchaser his sale price of such lot or lots only and shall not be under any liability to him for any additional sum whatsoever, whether the same be claimed by him as loss of profit or otherwise.

10. Warranties of Fitness and Description

1. The Auctioneers accept no responsibility for any error in description or weight exhibited in the sales ring. Each lot will be sold as it stands and no warranty is given with any animal unless expressly stated at the time of sale.

2. The content or accuracy of any representation or statement is solely made by the Vendor in relation to any lot. The Auctioneers do not accept any liability for any loss resulting from any errors or omissions contained therein. Descriptions and pedigrees are supplied by the vendors, who alone are responsible for their accuracy.
3. In the event of any animal having an undisclosed defect or deformity, the sale shall be voidable at the purchaser's option provided he notifies the auctioneers before the animal leaves the sales yard. In the case of a dispute the Auctioneers reserve the right to obtain a veterinary surgeon's opinion. The opinion of the veterinary surgeon shall be considered final and the vendor and purchaser shall abide by such decision. The expenses of the Veterinary Surgeon shall be borne by the party against whom the determination is made in each instance. In any case where such an animal is one of a lot being sold the Auctioneers' decision shall be conclusive as to the portion of the purchase price to be allowed against the animal not taken. Defect or deformity shall mean any condition, state or formation which in the opinion of a qualified Veterinary surgeon constitutes a departure from the normal, and adversely affects the value of the animal and can be detected by a qualified veterinary surgeon on ordinary examination by means of sight and touch.

11. Purchasers Obligations

If any person fails to pay for any lot purchased by him the Auctioneers may:-

(a) Either by themselves or their agents retain the lot at the Purchasers sole risk until payment, and for the period of such non-payment shall have a lien upon the lot for all expenses including freight incurred by them or their agent in keeping, maintaining, treating or otherwise dealing with the lot. Such lien shall not be lost by reason of the fact that the lot is kept elsewhere than on the premises of the Auctioneers.

(b) To resell the lot at any time by private or public sale and the deficiency, if any together with all costs and charges attending such re-sale shall be immediately made good by the person failing to pay.

Such re-sale shall be without warranty or reserve and without notice to the purchaser.

Purchasers not complying with any or all of these Conditions of Sale will be subject, without further notice, to have their lot or lots re-sold either by public auction or private contract at the discretion of the Auctioneers, and the defaulter shall be held liable for any loss and charges that may accrue upon such re-sale after taking into account the deposit, if any, paid.

12. Redress in the Event of a Dispute

In the event of a dispute the purchaser's redress, if any, shall be against the vendor and the vendor's remedy shall be against the purchaser, and not against the Auctioneers who act as agents between the vendor and the purchaser.

13. LIABILITY OF AUCTIONEERS/UN SOUNDNESS/DESCRIPTIONS

- (a) The Auctioneers act in all respects solely as agents for the seller and it shall be deemed that no condition or warranty expressed or implied has in any circumstances been given by the Auctioneers or any servant of the Auctioneers, whether as to title, description, the quality or merchantability of any lot sold or otherwise. The Auctioneers and their servants or agents shall not incur any liability to the purchaser in respect of any announcement or statement relating to or affecting any lot offered for sale whether made orally or in writing and whether given before, during or after the auction, nor shall they incur any liability in relation to any dispute between any purchaser and seller
- (b) Purchasers should ensure that they receive on the day of sale correct identification cards for all animals. The Auctioneer shall not be liable for any losses incurred by purchasers due to any discrepancies or otherwise in the Identification cards documentation if not brought to the attention of the Auctioneers on day of sale. The authenticity of the identification cards is the responsibility of the vendor.

Injury or Damage

The Auctioneers shall not be responsible for any injury or damage that happens to any person, stock, vehicle or other property while on the Auctioneer's premises.

Stock/Property/Stolen

Each lot shall be taken away by the purchaser / vendor at the end of the sale, except where the owners have made prior arrangements with the Auctioneers. However the Auctioneers accept no responsibility for stock left on mart premises overnight.

Entry to Premises

The Auctioneers reserve the right to exclude or remove any person from their premises without giving any reason.

Commission Charges/Entry Fees

The scale of commission charges / Entry fees / European Involvement Fund Levy payable by the Vendor and the Purchaser shall be as fixed from time to time by the Auctioneers, and may be displayed on the Mart

14. Special Conditions

The Auctioneers may also adopt Special Conditions, from time to time, as regards the sale or sales of any particular class or classes of stock, and in the event of the Special Conditions being repugnant to, or inconsistent with the General Conditions, the Special Conditions shall prevail as regards the sale, or sales, to which they apply to the extent only that they are not repugnant or inconsistent.

The Auctioneers have relied solely on such representation made to them by the vendor and they accept no responsibility or liability for the accuracy or otherwise of such information.

Public Display

The Conditions of Sale, with any additions, cancellations, alterations, or modifications, and also the Special Conditions, to include additional Notices on display throughout the sales yard shall be displayed on the Mart premises.

Approval

The above Conditions of Sale have been approved by the Board of Directors of Golden Vale Co-Operative Livestock Mart Ltd.

Definitions

The word "Auctioneers" wherever it occurs in the foregoing Conditions of Sale shall mean the Golden Vale Co-Operative Mart Ltd. and the word "Auctioneer" shall mean the person appointed by the said Society to conduct the sale on its behalf.