

# Poultry Auctions: Regulations and Conditions of Sale

## Entering Lots

1. All entries must be in place and booked in by 11.00 am on the day of the sale. Birds will not be accepted before 7am.
2. The Auctioneers reserve the right to refuse entry or to cancel any entry already accepted and will do so in respect of any bird which in its opinion does not conform to the required health or breed standard or where the boxed entry does not allow the birds adequate space to move or headroom. Entry fees will be forfeited in such cases.
3. Entry Fees - There will be an entry fee of £1 for each cage and £1 for each box entered in the sale.
4. Only pure bred hatching eggs will be accepted, in minimum lots of 12 eggs unless otherwise specified.
5. Once entered, the vendor may not sell or withdraw the Lots from the sale without the auctioneer's permission. Commission on the Lots will still be payable to the auctioneers where the Lot is withdrawn.
6. A reserve price may be placed on any Lot.
7. Commission - The Auctioneers will charge vendors 18% commission on the sale price of each lot. There will be a minimum commission charge of £1.20. Buyers premium of 10% will be charged on all birds purchased.

## The Sale

1. Prospective purchasers must register their full name, address, telephone number and email at the office prior to bidding. The bidding number issued is for the sole use of the registered purchaser(s). Any registered purchaser allowing their number to be used by a third party will be responsible for any purchases made under that number.
2. The bidding to be regulated by the Auctioneers.
3. The highest bidder to be the buyer, if any dispute arises concerning any bidding, the lot to be put up again and resold at the auctioneers discretion.
4. A Lot will be the contents of the cage/box unless otherwise specified.
5. The Lots will be sold per bird in £'s, except for hens & chicks which will be sold as a single lot.
6. The buyer will be deemed to have purchased the entire Lot.
7. All lots are the responsibility of the Vendor up to the fall of the hammer and at the risk of the Purchaser thereafter.
8. In the case of the lots upon which there is a reserve, the Auctioneers shall have the right to bid on behalf of the Vendor.

## Financial

9. No lots to be transferable and all accounts to be settled at the close of sale.
10. Sales may be made privately, providing the Lot has first been offered by auction and the sale is booked through the Auctioneers and commission paid.

11. Settlement is due to the Auctioneers on the day of the sale. Payment will be made to Vendors on the day of the sale in cash, or can be collected during office hours.
12. All financial transactions within this auction are conducted with the Auctioneers acting as principal, sales proceeds will not be held in a client money account.

## Removal of Lots

13. Purchasers must provide their own means of transporting birds, which must comply with the Welfare of Animals in Auctions Order 1990.
14. Purchased lots to be taken away whether genuine and authentic or not, with all faults and errors of every description, and to be at the risk of the Purchaser immediately after the fall of the hammer. The Auctioneers will not hold themselves responsible for the correct description or authenticity of, or any fault or defect in any lot, and make no warranty.
15. Clearance. All Lots must be cleared from the market premises within one hour of the completion of the sale. Failure to do so will result in the Lot becoming the property of the Auctioneers. Purchasers may **NOT** remove Lots without first presenting proof of ownership (i.e. a receipted bill) to an official steward. Vendors with unsold Lots must also produce a PASS from the office before removing the Lots.

## Health and Safety

16. Animal Welfare. All birds must be transported in suitable containers. Sacks are unacceptable for this purpose. Boxes must be large enough for the birds to be able to stand up and move around. The auctioneers do not provide any boxes. Supplies of water will be available but owners must provide their own containers. DEFRA Biosecurity regulations must be adhered to.
17. Neither the Auctioneers nor any of their employees shall be in anyway responsible or accountable for any loss or damage howsoever caused whilst on the market premises prior to, during or after the sale. Each vendor will be solely responsible for any consequential or other loss, injury or damage done to or occasioned by or arising from any bird entered by him and shall indemnify the Auctioneers against all legal or other proceedings in relation thereto.
18. The cost of any veterinary attendance or treatment before, during or after the sale shall be borne by the owner of the bird concerned.
19. Vendors and purchasers are responsible for the behaviour, and the consequences of any misbehaviour of anyone assisting them whilst at Penkrigde Market.
20. No poultry may be slaughtered on Penkrigde Markets' property.

## Failure to Comply

21. If any person neglects or refuses to comply with any of the foregoing conditions the Auctioneers shall be at liberty to re-sell the lot and any deficiency that may arise in the re-sale together with all expenses attending it, shall be made good by the defaulter.