



SHREWSBURY TRADITIONAL, NATIVE AND RARE SHOW AND SALE SALE OF POULTRY TO BE HELD ON 28TH JULY 2019

To be held at the Shrewsbury Auction Centre, Bowmen Way, Battlefield, Shrewsbury SY4 3DR
Poultry Entry Form

Name:.....Address:.....

Postcode:.....Tel Number:..... Mobile:..... VAT Regd? Yes/No VAT Number:.....

E-mail address.....

SECTION*	YEAR OF HATCH	BREED AND COLOUR	NUMBER**	RESERVE (IF ANY)	SECTION*	YEAR OF HATCH	BREED AND COLOUR	NUMBER**	RESERVE (IF ANY)

*Sections: Large Fowl Chicken, Bantam Chicken, Waterfowl, Deadstock

**Number: Pair (1 Hen & 1 Cockerel), Trio (2 Hens & 1 Cockerel), Quartet (3 Hens & 1 Cockerel), Quintet (4 Hens & 1 Cockerel), POL (Point of Lay) Maximum 5 birds per pen

TOTAL ENTRY FEE @ £1.00 PER BIRD (NON-REFUNDABLE) TO ACCOMPANY THIS ENTRY FORM. (Cheques payable to HALLS HOLDINGS LTD)

**BUYER'S
PREMIUM
10%**

COMPLETED FORMS TO: HALLS, SHREWSBURY AUCTION CENTRE, BOWMEN WAY, BATTLEFIELD, SHREWSBURY SY4 3DR
For further information contact the Auction Office on 01743 462620 ENTRIES CLOSE 14th JULY 2019

**SALE
COMMISSION
15%**

BY SIGNING THE DECLARATION THE SELLER UNDERTAKES TO:

1. Abide by the Terms and Conditions of Sale set out overleaf.
 2. Present the items for sale and deliver them to the sale ground during the time stated.
 3. Indemnify bidders, purchasers and auctioneers against any liability arising out of inaccuracies in the information supplied.
- AND CERTIFIES THAT:**
4. All items entered above are the sole property of the seller and not subject to any Hire Purchase, Lease, Contract Hire or any other contract so that the seller can transfer unencumbered title to the items to purchasers.
 5. No items entered above have been recorded by any Insurance Company as a write off or subject to a major insurance claim.

NOTES (Also see over):

1. The auctioneers give no undertaking to accept any lots entered for the sale.
2. The sale ground will be open from 07:30 for reception of items prior to the sale. All birds to be penned by 08:45. Sale commences 10.00.
3. A supply of wood shavings & water will be available, **all vendors expected to provide their own drinkers.**
4. Only 1 cockerel/drake/gander per cage; NO SINGLE COCKERELS/DRAKES/GANDERS
5. **All unsold lots must be removed at the end of the sale or will incur a £25 per lot per day charge**

Signed Date:

Terms and Conditions of Sale

DEFINITIONS

In these conditions the following terms have the following meanings unless inconsistent with the context.

"Auctioneers" means Halls Holdings Ltd., whose registered office is Bowmen Way, Battlefield, Shrewsbury SY4 3DR

"Commission" means the commission charged on sale of Lots in accordance with clause 1 below.

"Conditions" means the standard terms and condition of business set out in this document.

"Lots" means all machinery and all other items sold or intended to be sold in accordance with these conditions.

"Purchaser" means a person, firm or company who purchases Lots.

"Vendor" means any person, firm or company who puts forward Lots intended to be sold at the sale.

"Sale" means a sale of the Lots by auction from time to time organised by the Auctioneers.

"Saleground" means Halls Auction Market, Bowmen Way, Battlefield, Shrewsbury, Shropshire, SY 4 3DR

"Reserve Price" means the minimum price fixed by either the Auctioneers or the Vendor at which Lots are to be sold.

Except where the context otherwise requires words denoting the singular include the plural and vice versa words denoting one gender include all genders, words denoting persons include corporations and vice versa.

1. COMMISSION:

Commission will be charged to the vendors on each lot as follows: **15% + VAT**

2. UNSOLD/NOT FORWARD LOTS:

The Auctioneers reserve the right to charge on unsold and not forward lots as follows:

Items reserved at £100 or less: £2; Items reserved over £100: £5.

All charges are subject to VAT.

3. VAT:

The vendor must state to the Auctioneers whether he is registered for Value Added Tax and if registered his Value Added Tax registration number and whether he operates under a flat rate scheme or any other VAT Margin Scheme.

The Auctioneers will add Value Added Tax at the appropriate rate to the Hammer Price of a Lot.

4. RESERVES:

The Auctioneers and / or Vendor reserve the right to fix a Reserve Price for any lot.

Reserves shall be given in writing to the Auctioneers at point of entry. Vendors reserve the right to bid through the Auctioneers as their Agents, and shall only bid through them. **NO VENDOR SHALL IN ANY CIRCUMSTANCE WHATSOEVER BID OR ALLOW ANYONE ELSE TO BID ON HIS BEHALF FOR ANY LOT OWNED BY SUCH VENDOR**, save that this restriction shall not be extended to lots being sold on a dissolution of partnership. Should any improper bidder be discovered, full commission will be charged on any lots bought in.

5. VENDORS/PURCHASERS RISKS:

a) All lots are accepted and remain on the sale ground entirely at the Vendor's risk. No liability is accepted for loss or damage whatsoever.

b) On the fall of the hammer all lots remain on the sale ground entirely at the purchaser's risk. No liability is accepted for loss or damage whatsoever.

6. EXCLUSION OF LIABILITY:

The Auctioneers shall not be liable for any expenses, loss, claim or proceedings in respect of any loss or damage whatsoever 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 respect of personal injury to or death of any person arising out of or in the course of or caused by the sale, except to the extent that the same is due to the negligence of the Auctioneers, their Servants or Agents. Halls Holdings Ltd. hold the right to cancel the sale or alter the sale date in whatever circumstances.

7. COMMISSIONS TO BUY:

The Auctioneers will undertake commissions to buy provided that they are made in writing to the Auctioneers' office and proof of finance has been shown prior to the day of sale, but accept no liability to intending purchasers in the case of error arising out of such commissions.

8. BIDDING:

The highest bidder shall be the Purchaser and any dispute which arises shall be settled by the Auctioneer who shall regulate the bidding and have the right to refuse a bid.

9. PAYMENT:

a) All purchases shall be paid for on the day of the sale direct to the Auctioneers before removal and no lot to be removed without the written authority of the Auctioneers. Cheques will not be accepted unless prior arrangements with the Auctioneers have been made.

b) Transfers of purchases will only be recognised at the sole discretion of the Auctioneers.

c) All Purchasers must register at the market office before bidding.

10. REMOVAL OF LOTS:

All lots must be cleared from the sale ground by no later than 5:00pm on the day of the sale and if remaining longer without a satisfactory explanation for the non-clearance being given to the Auctioneers, the Auctioneers reserve the right to charge for handling and storage at the rate of £25 per lot per day.

11. DESCRIPTION:

The descriptions are supplied by the Vendors who alone are responsible for details and the Auctioneers will not be answerable in respect of any errors which may occur in the catalogue. Each lot is sold with all faults, imperfections and errors of description and the Auctioneers are not responsible for the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any lot.

12. COMPLAINTS:

a) If the Auctioneer receives a complaint in writing by 5:00pm on Tuesday following the date of the sale the net proceeds of sale shall be held by the Auctioneers and they shall be under no obligation to account to the Vendor until they are satisfied that such dispute has been settled.

b) No lot shall be subject to the complaints procedure unless paid for on the day of the sale and any such payment subsequently stopped or dishonoured shall not constitute payment.

c) The Auctioneers shall have the right to appoint a person to act as arbitrator or independent expert subject to the Arbitration Act (where applicable) as modified by these conditions of sale. The Arbitrator's decision shall be final and binding on all parties. Costs to be awarded at the direction of the Arbitrator/Independent expert.

d) The Auctioneers act solely as agent between the Vendor and Purchaser and in the event of a dispute or refusal to pay or non-payment on the part of the Purchaser, they may, at their discretion, annul and cancel the sale of such lot or lots.

13. PAYMENT TO VENDORS:

Vendors shall be entitled to receive the purchase price of any lot or lots sold on the 14th day after the sale, provided that the Auctioneers shall have received the same and the complaints procedure shall not have been invoked by or on behalf of the Purchaser, when payment of what is due will be made to whom it is due as soon as practicable by the Auctioneers after settlement of the complaint and:

That in the event of any acknowledged debt of the Vendor being owed to the Auctioneers the latter shall have the right to set off such debt against the proceeds of sale.

FURTHER NOTES

14. Vendors will be charged an advanced non-refundable entry fee of £1.00 per bird. Payment must be sent with the booking form

15. If more than 8 pens are required please complete additional booking forms accordingly

16. Late entries will be accepted but will not be included in the catalogue.

17. Pens will be allocated according to the catalogued lot numbers

18. Vendors are requested NOT to place any straw in the pens. Wood shavings are acceptable

19. **NO BIRDS SHOULD BE TAKEN FROM A PEN WITHOUT A STEWARD BEING PRESENT**

20. Vendors with unsold lots must collect tickets from the Auctioneers Sales Office and contact a Steward for release of their birds.

21. The Auctioneers reserve the right to remove any lots from sale that do not meet satisfactory condition for sale

22. This is a pure breed auction however should there be unallocated pen space Hybrid entries will be given consideration

23. All entries will be checked on the day, and incorrectly described birds will be either marked to alert prospective buyers or removed from the sale.

NO OTHER POULTRY APART FROM THOSE ENTERED IN THE SALE SHOULD BE BROUGHT TO THE SALEGROUND. THIS IS A DEFRA LICENCED SALE, PRIVATE SALES AND PRE-ARRANGED COLLECTION OF ANY BIRD IS STRICTLY FORBIDDEN.

Should anyone see anything suspicious regarding the above they are urged to contact the sale staff and action will be taken immediately.

VENDORS & PURCHASERS SHOULD MAKE NO ATTEMPT TO COLLECT THEIR BIRDS FROM THE PENS WITHOUT A STEWARD BEING PRESENT.

NO TELEPHONE ENTRIES WILL BE ACCEPTED. FORMS PRESENTED WITHOUT THE CORRECT PAYMENT WILL NOT BE ACCEPTED AND WILL BE RETURNED LATE ENTRIES WILL NOT BE CATALOGUED