

ABERDEEN & NORTHERN MARTS

SPECIAL CONDITIONS OF SALE

SINGLE FARM PAYMENT SCHEME (SFPS) ENTITLEMENTS, WITHOUT LAND

These Special Conditions of Sale together with Aberdeen & Northern Marts' General Conditions of Sale (non-livestock) shall apply to all auction and other sales of SFPS entitlements (without land) carried out by Aberdeen & Northern Marts ("the Auctioneers"). In the event of any inconsistency between these Special Conditions and said General Conditions then these Special Conditions shall prevail.

1. Seller
The seller is described in the Entry Form annexed and signed as relative hereto. The seller warrants that the details contained in said Entry Form are correct. The seller will be responsible for all losses and expenses incurred by the buyer and/or the Auctioneers as a result of any inaccuracy in said details.
2. Buyer
The buyer is described in the Confirmation of Purchase annexed and signed as relative hereto. The buyer warrants that the details contained in said Confirmation of Purchase are correct. The buyer will be responsible for all losses and expenses incurred by the seller and/or the Auctioneers as a result of any inaccuracy in said details.
3. Subjects
The subjects are as described in the Lot Description in the sale catalogue and in the said Confirmation of Purchase annexed and signed as relative hereto.
4. Price
The price payable by the buyer shall be as specified in said Confirmation of Purchase. Payment will be made by the buyer to the Auctioneers on the day of the sale. No application for transfer of the subjects (the entitlements) will be made by or on behalf of the seller until such time as the Auctioneers are in receipt of cleared funds.
5. Date of Transfer
The effective date of the transaction (the "Date of Transfer") shall be 6 weeks after the date of lodging of the application for transfer of the subjects unless within that period SEERAD objects to the transfer and notifies the Auctioneers of said objection. The application for transfer will normally be lodged by the Auctioneers 2 weeks after the day of sale provided that by that date the Auctioneers are in receipt of cleared funds for the price payable by the buyer.
6. The price shall be held by the Auctioneers and will not be released to the seller until such time as SEERAD confirms the transfer of the subjects from the seller to the buyer. In the event that prior to the Date of Transfer SEERAD objects to the transfer the Auctioneers will as soon as reasonably practicable refund the price to the buyer.

7. Warranties

- a) In addition to the warranty contained in 1 above the seller warrants that:-
 - 1) The seller has been awarded payment entitlements under the SFPS, has established them by completing an Integrated Administration and Control System (IACS) Single Application Form (SAF) 2005 in Scotland, has declared at least 0.3 ha and has met applicable rules on usage;
 - 2) Is not transferring entitlements received from the National Reserve;
 - 3) There is no legal impediment to prevent the transfer of the subjects;
 - 4) Is a "farmer" within the definition of current European regulations and is over the age of 16 years;
 - 5) Has claimed payment on and has met conditions of the SFPS to be paid on at least 80 per cent of the seller's entitlements during at least one calendar year under the SFPS or has voluntarily given up to the National Reserve all the seller's entitlements that have not been activated.
- b) In addition to the warranty contained in Clause 2 above the buyer warrants:-
 - 1) that the buyer is a "farmer" within the definition of current European regulations, that is a natural or legal person whose holding is situated within Scotland and who exercises an agricultural activity and is registered with SEERAD as having a Farm Code Number and Business Reference Number;
 - 2) that the buyer is over the age of 16 years.

8. Indemnities

- (i) The seller shall indemnify and keep indemnified the buyer and/or Auctioneers against any claim, losses or liabilities incurred by the buyer and/or Auctioneers in the event of any objection by SEERAD to the transfer of the subjects arising as a result of error, fault or omission on the part of the seller or arising out of any non-compliance by the seller with Clauses 1 and 7a) hereof.
- (ii) The buyer shall indemnify and keep indemnified the seller and/or Auctioneers against any claim, losses or liabilities incurred by the seller and/or Auctioneers in the event of (1) any objection to the transfer by SEERAD of the subjects arising as a result of error, fault or omission on the part of the buyer or arising out of any non-compliance by the buyer with Clauses 2 and 7b) hereof; and (2) the inability of the Auctioneers to submit the application for transfer of the subjects as a result of any delay on the part of the buyer in paying the price in terms of Clause 4 hereof.

9. It may be advisable for a formal contract to be entered into between seller and buyer. Both parties are advised to take legal advice on this matter and both parties accept that these conditions of sale do not guarantee compliance with the rules of the SFPS

Signature of seller/buyer
Date
FULL NAME (seller/buyer) (BLOCK CAPITALS)
ADDRESS
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