

HUMBER REGION ONLINE TIMED AUCTION ENTRY FORM

Date of Sale: 7th May 2024 to 14th May 2024

Please email this completed form with 3 or 4 photographs of each item and a short video if possible, to:
anita.riggall@brown-co.com or james.walton@brown-co.com

When completing the form please ensure details such as make/model, year of manufacture, registration number (where applicable), engine hours or mileage (where applicable), along with any other information critical to the item are entered to ensure that you give your item(s) maximum chance of being sold.

Photos should be of a sufficient quality and be taken of the item cleaned and unobstructed. Rule of thumb is that photographs should show the necessary detail that you would expect to view if buying the item yourself.

Brown & Co reserve the right to omit an item from entry if the quality of the description or photos are not up to a sufficient level to show the item(s) clearly to potential buyers.

For your items to be included in advertising we require entries to be submitted to us by **Friday 5th April 2024**.

For guidance on how to enter your item(s) please contact: **James Walton - 07920 496350 or Anita Riggall - 07966 597930**

| Make/Model | Serial Number | Registration Number | Description and Condition | Year | Reserve (not less than £250) |
|------------|---------------|---------------------|---------------------------|------|---------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

☐

Please tick this box to confirm that none of the lots entered have been subject to an insurance claim and been written off under any category of the Salvage Code

This section must be fully completed & returned to Brown & Co

Business Name:.....

Are you VAT registered: Yes/No

VAT Number:.....

Contact Name:

Email:

Telephone Number:

Invoice Address:

.....

Collection Address:

.....

Bank Account details for payments to be made:

Account Name:

Account No:

Bank Name:

Sort Code:.....

Brown & Co - Clients' Account

Under the Royal Institution of Chartered Surveyors' (RICS) client money handling guidelines, we are required to inform you of the arrangements for the monies that we might hold on your behalf from time to time. Whilst the list below is by no means exhaustive, I hope you will find the summary helpful and that the contents meet with your approval. To acknowledge your acceptance, I would be grateful if you could sign and return this letter.

1. Brown & Co operates seven separate clients' accounts which are maintained in accordance with the RICS client money handling professional statement. These are held with National Westminster Bank plc, 27-28 St Peter's Hill, Grantham, Lincolnshire, NG31 6QG; Barclays Bank plc, 3 St James Court, Norwich, Norfolk, NR3 1RJ; Barclays Bank plc, 32 Bridge Street, Banbury, Oxfordshire, OX16 5PN; Barclays Bank plc, 41 High Street, St Neots, Cambridgeshire, PE19 1AS; Barclays Bank plc, Market Hill, Huntingdon, Cambridgeshire, PE29 3AE; National Westminster Bank plc, 1 Granby Street, Leicester, LE1 6EJ; and HSBC Bank plc, 221 High Street, Lincoln, LN1 1TS; and all are in the name of 'Brown & Co Property and Business Consultants LLP Clients Account'.
2. Brown & Co has exclusive control over the clients' money.
3. Our clients' accounts are audited in accordance with the RICS regulations and our procedures for dealing with these monies are as per the RICS client money handling professional statement.
4. There is a client money protection scheme available. Where fees are paid to us in advance for services other than property agency services, this money is not covered by the client money protection scheme.
5. Whilst monies are held in our clients' accounts, Brown & Co is entitled to the benefit of these monies. This means that no interest will be paid to you in respect of this money.
6. In accounting to you we will be entitled to offset any sums due to us in respect of fees, commissions, expenses and VAT.

I am entitled to sell the above lots and offer them in accordance with the conditions of entry overleaf. I/we hereby certify that all goods and chattels sold on my/our behalf are my/our sole property and not subject to a Hire Purchase Agreement or Bill of Sale, and that I am/we are the lawful person(s) to whom the proceeds of sales should be paid. I/we agree to abide by the Conditions of Sale set out in our letter and enclosures with this entry form.

Signed:

Date:

CONDITIONS OF ENTRY

Conditions

These conditions of entry set out the terms between the vendor (**you**) and Brown & Co (**we** or **us**) in relation to the auction sale of lots. Any reference to us shall include our subsidiaries, and these conditions shall be for our benefit and the benefit of us and shall be enforceable by each such subsidiary, in addition to us. Any reference to you shall include your employees, agents and sub-contractors each such subsidiary.

Appointment

You appoint us as your agent to promote and sell the lots on your behalf.

Undertakings

You undertake and agree at all times: (a) to act towards us conscientiously and in good faith; (b) at your own expense to insure and keep insured all of the lots with a reputable insurer to full replacement value against all the risks for which a prudent trader would insure his own property of the same type; (c) to issue invoices to purchasers (in a form suitable for value added tax or other sales tax purposes) in respect of the sale of lots; (d) within a reasonable period of becoming aware of the same, and subject to its rights thereunder, perform any contracts for the sale of the lots made on your behalf by us; (e) to promptly and efficiently to deal with any complaint, dispute or after-sales enquiry relating to the lots raised by a purchaser; and (f) allow all potential purchasers to attend or give them possibility to attend the lots person during the auction period.

Health and Safety

You warrant, represent and undertake that: (a) all lots for use at work ensure, so far as reasonably practicable, be safe and without risks to health; and (b) all lots have previously been put into service or placed on the market in the EEA.

You must: (a) provide adequate information about using the lots (normally this will be a copy of the original instructions); (b) in respect of any lots that were originally CE marked, ensure, as far as the health and safety aspects are concerned, that it is supplied in the same condition with regard its safety, as when the lots were originally placed on the market or first brought into use; (c) provide copies of the last record of inspection of lots; and (d) in respect of older equipment, including equipment that did not require CE marking, ensure that such lots are supplied in a safe condition (in some cases this may require additions to what was originally provided).

The above health and safety obligations on you set out in this provision shall not apply if the lots are described as being “sold for scrap” or spare parts and are clearly not intended for use, and so do not need to be made safe or supplied with instructions for use.

We reserve the right to refuse lots which we consider to be in breach of statutory safety or other regulations. Second hand electrical goods will only be accepted if accompanied by a safety certificate signed by a competent qualified electrician. If you have electrical goods to enter we may have an electrician visiting the site to test other goods. Please telephone us for further details. All entries must be kept in a storage area suitable for a potential purchaser to enter. The potential purchaser must be warned if there is any working machinery on site and given a high-vis jacket if appropriate. Please follow your usual health and safety procedures for visitors. If you are without practical experience of the lots, you should instruct a competent person to establish if the lots are safe.

Warranties

You warrant, represent and undertake that: (a) you will not, without our prior written consent, make or give any representations, warranties or other promises concerning the lots beyond those given to us; (b) the lots shall correspond with their description; and (c) the lots shall be of satisfactory quality and fit for any purpose held out by you. You hereby certify that all goods and chattels sold on your behalf are your sole property and are not subject to a hire purchase agreement or bill of sale, and that you are the lawful person(s) to whom the proceeds of sales should be paid. You agree to abide by our conditions of sale set and conditions of entry enclosures with this entry form. You agree to refrain from privately marketing your lots whilst they are listed in the sale.

Description

If you describe a lot as in “working order”, you must ensure that such lots shall have no defect which renders them incapable of the reasonable work for which they are intended, and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale. Any lots described by you as “just overhauled”, “straight from work”, “worked up to date of Sale” or “as new” or any other similar description you will be deemed to have been sold with a warranty that such lot is in “working order”.

Lots

Entries must be entered into the auction by **3rd May 2024**. No lots can be accepted after this time. We reserve the right to refuse entries considered unsuitable for the sale. We accept no liability whatsoever in respect of loss or damage to any machine or article entered for sale. Please provide details on the entry form of any guards/warning stickers that are missing from the machinery.

Cancellation Fee (**PLEASE NOTE**)

A cancellation fee of **2.5% of reserve** is payable if the item is removed from the auction after it has been entered.

Commission

Lots entered will be subject to a commission charged at **10% per lot where the item is sold for less than £1,000** and **6.5% on all other lots**. Our commission and VAT will be deducted from the proceeds of sale, and we will issue a receipted VAT invoice at the time of accounting to you. All lots that are successfully sold are subject to a minimum fee of £50. Our commission and VAT will be deducted from the proceeds of sale, and we will issue a receipted VAT invoice at the time of accounting to you.

Reserve Prices (PLEASE NOTE)

These must be notified on the entry form. **No reserve of less than £250 can be accepted**. We reserve the right to refuse entry to lots subject to an unrealistic reserve but will endeavour to advise on realistic reserves.

Conditions of Sale

Conditions of Sale are available on our website.

Hire Purchase

We will not offer for sale any articles subject to the conditions of a hire purchase agreement unless the existence of such an agreement is disclosed to us, at least 20 days prior to the sale and all consents necessary to the sale obtained prior to the date of the sale.

Default

We shall not be considered responsible for any default on the part of either the purchaser or the seller and any remedy shall be against them only and not us.

Value Added Tax

For the purposes of VAT only, we will be deemed to be the principal in the sale of each lot. For VAT registered sellers we will collect the tax from each purchaser and pay the tax to the sellers who should, in turn, account for it as if the goods had been sold to us. All commission is subject to VAT at the standard rate.

Payment

We operate a separate Clients Account, which is maintained and audited in accordance with the RICS Members Account Regulations. There is a clients money protection scheme available. We are entitled to the benefit of monies held in the Clients Account. The proceeds of the sale will be paid over to you after 10 working days following the sale in order to allow purchaser's cheques to be cleared through our bank. In accounting to you we will be entitled to offset any sums due to us in respect of fees, commissions, expenses and VAT.

Internet Surcharge

An internet surcharge of 2% of the value of each lot will be charged to the purchaser of each lot.

Ownership

We shall not become the owner of any lots nor of any other goods delivered from you to us.

Indemnity

You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with: (a) any breach of your obligations under these conditions, including the undertakings or of the warranties above; (b) your breach or negligent performance or non-performance of; (c) the enforcement of these conditions; (d) any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the lots; (e) any claim made against us by a third party arising out of or in connection with the lots, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by you; and (f) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with defective lots, to the extent that the defect in the lots is attributable to your acts or omissions. This indemnity shall apply whether or not we have been negligent or at fault.

If a payment due from you under this clause is subject to tax (whether by way of direct assessment or withholding at its source), we shall be entitled to receive from you such amounts as shall ensure that the net receipt, after tax, to us in respect of the payment is the same as it would have been where the payment not subject to tax.

Note

In the event of non-sale in the timed auction any further negotiations to be through the auctioneers as agents for the vendor when these conditions apply, subject to arrangements to the contrary.