

# Online Timed Auctions

## Conditions of Entry



**Conditions** - In signing the Entry Form the Seller (you) (a) accepts the full Online Contract with Seller Conditions and the Auctioneers' Online Machinery Conditions of Sale for each Lot listed on the Entry Form; (b) confirms that Auctioneers (we or us) are instructed to sell as agents for the Seller in accordance with these Conditions; (c) accepts that the Lot is subject to any entry fee Commission and other expenses and charges set out in the Conditions and on the Entry Form; (d) **accepts that once the Lot has been listed in the Online Catalogue, any withdrawal of the Lot will incur a charge of 2.5% of the reserve price, with a minimum of £15 per entry.**

**Undertakings & Warranties** - You warrant to us and to the Purchaser that (a) all statements on the Entry Form are correct so that the Lot is not misdescribed being aware that providing a false description can be an offence; (b) you are the true owner of the Lot or are authorised by the true owner to act as Agent in offering the Lot for sale and that you are able to transfer title to the Lot free from any third party claims liens and encumbrances; (c) that no Lot is subject to a Hire Purchase lease contract hire or any other similar agreement or has been recorded by an insurance company as a write off or as subject to a major insurance claim; (d) to act towards us in a conscientious manner and in good faith; (e) **any Lot included by you on an Entry Form and accepted by us to be offered for sale must be offered for sale by auction and must not be sold privately before the Sale.**

We undertake to (a) issue appropriate invoices to Purchasers for the sale of Lots within a reasonable period of becoming aware of the sale; (b) promptly and efficiently deal with any complaint, dispute or after-sales enquiry raised by a Purchaser in regard to the Lots; (c) hold monies received from Purchasers in a separate identifiable Clients' account.

Until sold each Lot remains entirely the responsibility of you and is to be insured as such. We accept no liability for any Lot and will not provide insurance cover for any Lot.

**Health and Safety** - You warrant and undertake that (a) as far as reasonably practicable, all Lots are safe and without risk to health and safety, including older equipment that did not require CE marking; (b) that where CE marked, Lots are supplied in the same condition with regard to health and safety; (c) you indemnify us against all claims under the Consumer Safety Act 1978 and Part 1 of the Consumer Protection Act 1987; (d) you will indemnify us our servants and agents and the Purchaser against any loss or damage suffered by you in consequence of any breach of the above warranties; (e) you have declared in writing on the Entry Form any risk posed by the Lot to health and safety so that it is clear to us and prospective Purchasers.

The above shall not apply where Lots are described as being "sold for scrap", spares and/or are clearly not intended for use, thereby not requiring either instructions/manuals or to be made safe.

All entries must be kept in an area suitable for a prospective Purchaser to enter and they must be warned of any working machinery on site and supplied with appropriate safety wear in accordance with your visitor health and safety procedures.

**Entries** - Lots must be entered by **5pm on Friday 15<sup>th</sup> February 2019**. No lots will be accepted after this time. We shall not be liable for any expense loss claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including any Lot) nor in any respect of personal injury to or death of any person before or 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 us.

**Description** - We shall have discretion as to the description of any item and may take expert advice on any item, whether from a qualified electrician, agricultural engineer or other person, at your expense to ensure that the item is sold in a professional and legal manner. We reserve the right to refuse Lots for any reason. Any Lot described as in 'working order' or similar wording must have no defect which renders them incapable of the reasonable work for which they are intended for a period of seven days from time and date of sale.

You shall be entitled to place a Reserve Price on a Lot being the minimum amount for which the Lot may be sold which shall be advised to us in writing on the Entry Form by email or letter no later than two Working Days before (or as advised in the special conditions) the start of the Sale and without such a Reserve Price the Lot will be offered for sale without a Reserve Price. Any such instruction shall not be binding unless we have confirmed receipt of it in writing.

**Cancellation** - should an item be removed from the auction after it has been entered, a fee of 2.5% of the reserve, with a minimum of £15 will be payable.

**Commission & Payment** - Commission will be charged at 10% on the first £1,000 and 5% from £1,001 - £8,000, (capped at £450 per Lot). Commission is subject to VAT and will be deducted from the proceeds of sale, with a Statement issued at the time of accounting to you. We aim to issue payment of the Sale Proceeds to you within ten Working Days of receiving cleared funds in our bank from the Buyer for the relevant Lot.

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**Sale Date: Monday 18<sup>th</sup> to Wednesday 27<sup>th</sup> February 2019**

Please email completed form to [www.heardsrps.co.uk](http://www.heardsrps.co.uk) with at least 3 photos of each Lot and where possible a short video. Entries close at 5pm on Friday 15<sup>th</sup> February 2019.

Trading Name: ..... VAT Reg. No.: .....

Invoice Address: ..... Home Number: .....

..... Mobile No.: .....

..... Email: .....

..... **BACS payment details:**

Location of Lots: ..... Account Name: .....

..... Bank Name.: .....

..... Sort Code: .....

..... Account No.: .....

By signing this Entry Form I/we warrant that I/we (a) are entitled to sell the Lots below/attached and offer them in accordance with and thereby agree to the Online Contract with Seller Conditions summarised overleaf and available in full at [www.heardsrps.co.uk](http://www.heardsrps.co.uk); (b) consent to Heards RPS sending me further information regarding machinery auctions and to forward my details to prospective Purchasers for the purposes of enquiries, viewing and collection; (c) declare that all Lots are safe and fit for purpose unless declared as for scrap or spares.

Signed: ..... Date: .....

**THIS SECTION MUST BE COMPLETED IN FULL**

Make/Model	Logbook/ Manuals/ Serial No.	Reg. No./ Year/Age	Description/Condition/Intended for scrap/Safety Issues	Reserve

