

### **Timed Online Machinery & Collective Sale Entry Form**

#### Entry Forms must be received 10 days before the start date of the sale

Please email all photographs to Will Biddick at w.biddick@lodgeandthomas.co.uk

Name:					
Address:					
Email:			•••••		
Tel:					
Payment P	reference: Cheque / BACS (	please circle)			
BACS details	s (if applicable)				
Account Na	me:				
Account No:		Sort Code:			
I AM/AM NOT registered for VAT. My registered number is					
	Item Description	Comments (if applicable)	Reserve (if applicable)		
	Item Description				
	Item Description				
	Item Description				
	Item Description				
	Item Description				
	Item Description				
	Item Description				

Item Description	Comments (if applicable)	Reserve (if applicable)	
DECLARATION			

If registered: **I AGREE** to the self-billing arrangement operated by the Auctioneers and understand that I must not raise a tax invoice in respect of transactions covered by the arrangement.

I have read and agree to the Conditions of Sale as attached to this entry form and I agree to indemnify the Auctioneers and their servants or agents against all civil claims made against them in relation to all goods entered by me in the above auction for breach of obligation imposed by the Consumer Protection Act 1987 and the Health and Safety at Work Acts in relation to Safety. I further declare that all items entered by me are my own, unencumbered property.

The VAT declaration above and reserves (if applicable) **must** be completed.

Signature:	Dated:
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## **LODGE & THOMAS**

ESTABLISHED 1892

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The Auctioneers appeal to vendors to only enter saleable goods. We will refuse the entry of poor quality items which are unsaleable or of very little value:- e.g.

Second hand window frames, untested electrical goods, sanitary ware, asbestos products, unworkable domestic electrical goods, second hand tyres, metal fuel tanks

Our staff will refuse goods which are not suitable. A minimum commission charge of £2 per lot offered will be made and vendors are encouraged to enter lots with minimum values of £20. We are not permitted to accept asbestos products or machinery with asbestos components.

Please note our commission rates as outlined in Condition 4.

We will not accept badly worn second hand or non-agricultural tyres.

Your attention is drawn to Conditions 11 and 12 overleaf which must be complied with by Vendors under current legislation.

**NB:** Goods for sale must be submitted to the Auctioneers no later than 10 days before the start date of the sale; **GOODS ENTERED AFTER THIS TIME MAY BE TURNED AWAY** 

- 1. The Auctioneers do not charge an entry fee for Timed Online Machinery & Collective Sales, but seek your co-operation in controlling quality of entries. Such items as tyres, domestic goods, furniture, domestic electrical appliances, windows, glass, scrap, etc., **cannot be accepted** and small, low value items must be lotted with others.
- 2. The Auctioneers reserve the right to refuse entry of any tyres that they consider to be unsaleable. It is illegal to sell items containing asbestos and entries containing asbestos will be turned away.
- 3. The Auctioneers reserve the right to refuse any unsuitable goods and to arrange your lots as they think fit.
- 4. Vendor's commission is 10% of the sale price plus VAT. For individual items with a net selling price in excess of £1,000, this rate is reduced to  $7\frac{1}{2}$ % on the amount above £1,000 and up to £5,000 and is 5% on the amount of the selling price above £5,000. A minimum commission charge of £2 per lot will be made in respect of each lot offered for sale whether sold or not.
- 5. Where the vendor sets a reserve price which is not reached, the Auctioneers reserve the right to charge 2% of the reserve price fixed. Any reserves must be clearly stated on the entry form otherwise all items will be sold without reserve. It is the vendor's sole responsibility to check with the Sales Office at the end of the sale that all items subject to a reserve have been sold. The responsibility for any unsold items strictly remains with the vendor after they have been offered for sale.
- 6. No item on Lease or Hire Purchase will be accepted for sale unless consent is obtained from the Lease or Hire Purchase Company and any such Agreement **must** be notified in writing to the Auctioneers.
- 7. Vendors of tractors and any other machines who wish to give warranties or guarantees other than stating them to be in "working order" in order to enhance the sale value, are requested to enter **full details** on the entry form. **Vendors must notify the auctioneers of any known defects or faults on their entry form.**
- 8. Registration Books and Certificates of non-registration should be provided to the auctioneers by means of photographic or scanned document evidence.



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- 9. Where goods are entered and the vendor cancels the entry less than 10 days prior to the auction, the vendor will be responsible for the costs of advertising and all other costs and expenses which may arise as a result of such failure to deliver the goods entered including any claim which may be made by prospective bidders with the intent of bidding for such goods.
- 10. **ELECTRICAL GOODS.** Under the Consumer Protection Act 1987, and The Low Voltage Electrical Equipment (Safety) Regulations 1994 all electrical goods and appliances offered for sale at Auction must have been tested for safety by a properly qualified electrician. Every electrical appliance must display a current safety inspection label and must be accompanied by the electrician's test certificate. Proof of test must be supplied to the auctioneers by means of photographic or scanned document evidence at the point of item entry. The auctioneers will refuse to accept any electrical items which have not passed the safety test. These requirements also apply to electric motors on farm machinery and equipment.
- 11. **SAFETY REGULATIONS.** In respect of Machinery and Equipment, under the Health & Safety at Work Acts all items of machinery and equipment must comply with safety standards and the responsibility of this will rest with the vendors who will indemnify the Auctioneers against any claims made by the purchasers.
- 12. **All lots must be removed from their respective sale locations within two weeks after the sale ends, unless otherwise arranged.** From the time that they have been sold until the time of removal they remain the responsibility of the owner. The Auctioneers reserve the right to charge a storage charge for any items left after this date.
- 13. Other Sale Conditions are exhibited on the Auctioneers' website as well as on the online bidding system.
- 14. Entries **must** be sent in to the auctioneers no later than 10 days prior to the start date of the sale.
- 15. Where vendors are registered for VAT purposes, VAT will be collected by the Auctioneers and passed on to the vendor under the Self Billing arrangement. Where vendors are not registered for VAT no VAT will be charged on the purchase price. It is essential that vendors clearly complete their VAT status where indicated on the Entry Form.
- 16. **VEHICLES.** In respect of vehicles, these conditions of sale will apply in addition to our full vendors vehicle conditions of sale which can be viewed and downloaded on our Machinery Sale page of our website: www.lodgeandthomas.co.uk. A copy of these conditions may be obtained from the Auctioneers offices. Vendors are deemed to have read and accepted these conditions when entering vehicles into this sale.

