ONLINE AUCTION ENTRY FORM

Will Barker & Co Ltd
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Start Date:

Name:..... Company:.....

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

Email:..... Collection/Viewing Contact No:.....

Invoice Address Collection Address

....

....

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

Sort Code:..... /..... /..... Account No:.....

ARE YOU VAT REGISTERED? **YES** ☐ **NO** ☐ VAT Reg No:.....

THE VENDOR WILL LOAD THE BUYER (by arrangement)
Loading is included within the purchase price and no additional charges are permitted

LOT	DESCRIPTION	RESERVE NOT LESS THAN £100
	ADD FURTHER ENTRIES OVERLEAF	

The seller has confirmed to the Auctioneer that he/she is the true owner of the property or is authorised by the true owner to offer the lot for sale and is able to transfer good and marketable title to the property free from any third party claims. I/We hereby certify that all of the items which I/we are entering for sale are my/our property and not subject to a Hire Purchase Agreement or Bill of Sale and that I am/we are legally entitled to dispose of the items and to receive the proceeds of sale. I/We agree to abide by the Conditions of Sale.

By signing this form, you agree to Will Barker & Co sending you details regarding machinery auctions and consent to Will Barker & Co giving your contact details to potential buyers for enquiries, viewing and collection purposes.

Signed ..... If on behalf of a Company print name .....

LOT	DESCRIPTION	RESERVE NOT LESS THAN £100

Terms & Conditions

1. **Entry:** The auctioneers reserve the right to refuse acceptance of any lot and/or withdraw any at any time.
2. **Commission:** is charged to the Vendors at the rate of 20% of the sale price for Lots which achieve a hammer price of under £100 and 5% commission on Lots which achieve a hammer price of £100 and above. This commission is also charged on Lots which are bought in. The commission charge is subject to VAT and includes all advertising and promotional costs.
3. **Withdrawal fee:** A withdrawal fee of 10% will be charged on any lot withdrawn from the auction. No lot can be withdrawn once the online sale has started. Withdrawal fees are subject to VAT.
4. **Reserve Prices:** Any reserve price (if required) must be notified to the Auctioneers in writing at least 24 hours prior to the start of the sale otherwise no responsibility can be accepted. Reserve prices of less than £100.00 will not be accepted.
5. **Valued Added Tax:** The Auctioneers will collect VAT from Purchasers on Lots being sold by VAT registered Vendors and will pay it over to such Vendors, who should account for it in the usual way.
6. **Electrical Items:** Electrical items will only be accepted with a safety certificate from a competent qualified electrician. Electrical items without a safety certificate or a failed safety test, will be labelled and sold as SCRAP.
7. **Hire Purchase:** Items subject to a Hire Purchase Agreement will not be accepted unless full details of the Agreement are disclosed at least 21 days before the start of the sale and all necessary consents for the sale have been obtained.
8. **Liability:** The Auctioneers accept no liability whatsoever in respect of any loss or damage to any item entered for the sale. Items are at the risk of the owner, at all times, who should ensure that there is relevant insurance cover.
9. **Conditions of Sale:** The full Conditions of Sale can be found on the sale's online listing or forwarded upon request. The Auctioneers will not be liable for any default on the part of any Purchaser or Vendor.
10. **Health & Safety:** You must ensure that; 1) all lots for use are (as reasonably practicable) safe and without risk to health, 2) ensure lots are supplied in a safe condition, 3) provide adequate information about using the lots, 4) if you do not have practical experience with the lots you should instruct a competent person to ascertain if the lots are safe, 5) lots are kept in a suitable location for potential purchasers to enter, 6) potential purchasers must be warned if there is working machinery or hazardous onsite and given the appropriate PPE. Please follow your usual health and safety procedures for visitors. We reserve the right to refuse lots in which we consider to be in breach of health and safety regulations.
11. **Data Protection** – Will Barker & Co aim to provide our customers and clients with the best possible safe and secure service. We are committed to protecting and respecting your privacy. We have a legitimate interest to use the personal information you share with us, to tailor our services to your requirements and provide you the best possible user experience. How we use your personal information, how we may share it, and how long we keep it for is stated in our privacy policy.