

Name..... Landline.....

Business Name..... Mobile.....

Address..... Email.....

..... Are you registered for VATYes/No

Postcode..... VAT Reg. No.....

If you would like to be paid by bank transfer please complete:

Account Name.....

Bank Account Number.....

Sort Code.....

Brown & Co - Clients' Account

Under the Royal Institution of Chartered Surveyors Members' Account Regulations, 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 below.

1. Brown & Co operates four separate clients' accounts which are maintained in accordance with the RICS Members' Account Regulations. These are held with National Westminster Bank plc, 27/28 St Peter's Hill, Grantham, Lincs, NG31 6QG; Barclays Bank Plc, 3 St James Court, Whitefriars, Norwich, NR3 1RJ; Barclays Bank PLC, 32 Bridge Street, Banbury, Oxfordshire OX16 5PN; and Barclays Bank PLC, Market Hill, Huntingdon PE29 3AE; and all are in the name of 'Brown & Co Property and Business Consultants LLP, Clients a/c'.
2. Our clients' accounts will be audited in accordance with the RICS Regulations.
3. Under the RICS Members' Account Regulations there is a clients' money protection scheme available.
4. 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.
5. 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 which may at any time be in our possession, custody or control, 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; and (e) to promptly and efficiently to deal with any complaint, dispute or after-sales enquiry relating to the lots raised by a purchaser.

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. 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 and enclosures with this entry form.

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".

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 the auctioneers for further details.

Delivery of Lots

Entries **must** be delivered to the sale field at the following times, Thursday 9th November 2017 (9am – 4pm) and Friday 10th November 2017 (9am – 12 noon). No lots can be accepted after this time due to Health & Safety restrictions on vehicle movements and the need to register the items prior to the auction. Brown & Co reserve the right to refuse entries considered unsuitable for the sale.

Loss or Damage

We accept no liability whatsoever in respect of loss or damage to any lot entered for sale.

Entry Fee

A non-refundable Entry Fee of £5 plus VAT per lot will be charged on entry of lots. Entries received after 3rd November will incur an Entry Fee of £10 plus vat.

Commission

Commission will be charged at 5% for Tractors and 10% for all other lots subject to a minimum of £5.

Reserve Prices

These must be notified on the entry form. No reserve of less than £50 can be accepted. We reserve the right to charge a fee on unsold lots based on 2½% of the reserve price.

Lot Removal

In the event of an entry not being sold, you will be notified after the sale and these lots must be removed from the sale field **by 5pm on the day of the sale**. We accept no responsibility for the loss or damage of lots during this period. Any lots left after seven days will, without notice, either be sold by us at your expense, or returned to you carriage forward.

Conditions of Sale

A copy of our full conditions of sale is available upon request.

Default

We shall not be responsible for any default by you or the purchaser and any remedy shall be against you 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. If you are registered for VAT we will collect the tax from each purchaser and pay the tax to you who should, in turn, account for it as if the lots had been sold to us. Our commission is subject to VAT at the prevailing 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.

Commission

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. You will be charged a proportion of our sale expenses which will be calculated by reference to the percentage of the total sale proceeds which your items achieve.

Ownership

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

Indemnity

In this clause, a reference to us shall include our subsidiaries, and the provisions of this clause 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.

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 these Conditions; (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 were the payment not subject to tax.

Insurance

Brown & Co act as agents only in the sale of your property. You need to ensure that adequate insurance cover is held by you in the event of the theft of any lot or default by the purchaser for any reason. We also suggest that you confirm that you are covered for third party liability as well.

Complaints Handling Procedure

In accordance with the rules of the RICS, Brown & Co have a complaints handling procedure. If you require further information or have reason to make a complaint because you are dissatisfied with our service, further details can be obtained from our offices.

Data Protection

In order to comply with the Data Protection Act 1998, we must inform you that Brown & Co intends to process data relating to our clients for the purposes of both performing the contract and marketing our services. If you have any objection to this, please let us know.

Money Laundering

In order to comply with current Money Laundering Regulations we are required to obtain information confirming the identity of a vendor if the value of goods sold exceed €15,000. Please inform us when receiving this entry form if you consider that the combined value of the items you intend to sell exceed the above figure. Further details relating to the information required under the regulations is obtainable from the auctioneer's office.