

Name		_____	
Address			

Post Code			

Acc No:	Tel No :	Mobile No :	VAT
_____	_____	_____	YES / NO

I have read and agree to the bound by the terms of consignment (as phrased overleaf) and to the auctions general **TERMS & CONDITIONS** (as displayed in office)

SCALE OF CHARGES: £2 PER LOT MINIMUM COMMISSION CHARGE - SOLD OR UNSOLD 15% UP TO £100 / 10% £100 AND OVER

AUCTION LOT NO	RESERVE PRICE	QTY	DESCRIPTION	PRICE	TOTAL	BUYER
SALE SHEET TOTAL						
			£			

The details listed above are accurate and correct to the best of my knowledge. I am the owner of the items listed and accept the terms of consignment under which they are accepted for sale. I have read and have full knowledge of the General Terms and Conditions of sale (as displayed in the main office)

Signed _____ Full Name _____ Date _____

MACHINERY AUCTION - TERMS OF CONSIGNMENT
CONTRACT BETWEEN SELLER AND AUCTIONEER FOR
THE SALE OF MACHINERY BY AUCTION IN WALES AND
ENGLAND

1. **Definitions:**
 In these conditions the following terms have the following meanings:
 - (i) "Auctioneers" means Morgan Evans and Company Limited or its authorised auctioneer who will conduct the auction.
 - (ii) "Commission" means the commission charged on the sale of Lots in accordance with Clause 10 below.
 - (iii) "Conditions" means the Auctioneers' General terms and conditions of business for machinery as published for the sale in which the Lot is offered. Any further specific conditions will be contained in a separate statement of special conditions.
 - (iv) "Entry Form" means the form to be completed and signed by the Seller describing the Lot in such form as may be required by the Auctioneers before the Lot will be accepted for sale.
 - (v) "Hammer Price" means the price at which a Lot is knocked down by the Auctioneers to the Buyer exclusive of any Value Added Tax and Buyer's Premium.
 - (vi) "Lot" means any item offered for sale or sold as a single transaction in accordance with these Conditions.
 - (vii) "Buyer" means a person, firm or company who purchases any Lot including any person, firm or company acting as an agent for such a party in the purchase of that Lot in accordance with the Conditions.
 - (viii) "Reserve Price" means the minimum price fixed by the Seller in writing at which any Lot is to be sold at the Sale.
 - (ix) "Sale" means a sale of the Lots by auction organised by the Auctioneers.
 - (x) "Saleground" means the venue at which the Sale takes place.
 - (xi) "Sale Proceeds" means the net amount due to the Seller being the Hammer Price of the Lot sold less Commission and expenses and any other amounts due to the Auctioneers by the Seller in whatever capacity and howsoever arising.
 - (xii) "Seller" means a person, firm or company including any person, firm or company acting as an agent for such a party who offers for sale a Lot in accordance with these Conditions.
 - (xiii) "Vehicle" means any tractor, self-propelled machine or other vehicles.
 - (xiv) "Terms of Consignment" means a contract between Seller and Auctioneer.
 - (xv) "Working Day" means each day being calculated from midnight from Monday to Friday inclusive in any week except that a Bank Holiday or other public holiday shall not be a Working Day.
 - (xvi) "VAT Auctioneers Scheme" means the scheme for the treatment of Value Added Tax by the Auctioneers made under The Value Added Tax (Special Provisions) Order 1995 SI 1268 (as amended)

Except where the context otherwise requires:

- words denoting the singular include the plural and vice versa
- words denoting one gender include the other gender
- words denoting persons include both natural and legal persons.

References to any regulation directive statute statutory instrument or other legislation include any amendment re-enactment and any other subsequent alteration of that legislation.

TERMS OF CONSIGNMENT

1. All Lots are accepted subject to the Implement and Machinery Sale Terms of Consignment and to the Auctioneer's General Sale Conditions of which every seller/vendor shall be deemed to have full knowledge.
2. The Auctioneers act only as sole agents. Any contract of sale is made solely between the person or persons entering a Lot and the person or persons whose bid for such Lot is accepted. The Auctioneers shall not in any circumstances be a party to or in any way whatsoever liable under such contract; nor shall they in any circumstances whatsoever be liable for breach or warranty of authority and in the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, they may at their discretion, annul and cancel the sale of such Lot or Lots.
3. All Lots are accepted for sale by the Auctioneers on condition that the Seller warrants his rights to sell the same. The Seller shall indemnify the Auctioneers and Purchasers against all actions, proceedings, claims, demands, costs, charges and expenses which the Auctioneers may sustain or incur by reason of any defect in the Sellers title.
4. **Third party liability:**
 All members of the public on our premises are there at their own risk and must note the lay-out of the accommodation and security arrangements. Accordingly neither the auctioneer nor our employees or agents shall incur liability for death or personal injury (except as required by law by reason of our negligence) or similarly for the safety of the property of persons visiting prior to or at a sale.
5. **Delivery/Collection:**
 Items shall be delivered to the sale yard at specified times as advertised by the auctioneers.
 Any items received before this time shall be at the sole responsibility of the seller/vendor or their agent.
Collectors: Morgan Evans and Company Limited do not themselves undertake the collection of goods but will, if required in writing, instruct a contractor on the vendor's behalf in their capacity as Agents. Morgan Evans and Company Limited disclaim all responsibility for loss or damage to goods or for unauthorised removal of goods and for damage to premises caused by the contractor who should be insured for such risks. Removal charges will be deducted from the sale proceeds.
6. **Insurance:**
 Whilst all reasonable care will be taken by Morgan Evans and Company Limited of items on their premises, vendors are instructed to extend their own insurance cover on items to be removed to the sale premises even though they will be covered for fire and theft.
7. **Trade Descriptions:**
 The Vendor is reminded that under the terms of the Trade Description Act 1968 the Vendor of any Lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

Please assist us with accurate information as to the condition of the items entered where it is relevant. There is strict liability for the accuracy of descriptions under modern consumer legislation and in some circumstances responsibility lies with seller if inaccuracies occur. Where we are obliged to

return the price to the Buyer when the lot is deliberately miss-described under Condition 9 of the General Terms and Conditions of Sale and we have accounted to you for the proceeds of sale you agree to reimburse to us the sale proceeds.

The liability to reimburse the sale proceeds shall not arise where you are acting reasonably and honestly and are unaware of the fault but we are or ought to have been aware of it.

Any lot described as working or in running order or condition shall have no defect which renders it incapable of the reasonable work for which it is intended and must be capable of performing such work.

8. Value Added Tax:

A Vendor who sends for sale by auction any goods which is an asset of his business must disclose to the Auctioneer whether or not he is a registered person for Value Added Tax purposes. If so his registered number and intention to operate any special scheme must be supplied to the auctioneer prior to the sale.

9. The Auctioneers reserve the right:

- (a) To refuse admission by any persons onto the premises
- (b) To choose the size of bidding increments
- (c) To refuse to accept any bid by any person or persons
- (d) In the event of any dispute or arising out of or over any bidding, to reasonably determine such dispute at their sole discretion or to put the Lot up for sale again at the last undisputed bid
- (e) To, refuse, withdraw, combine or divide any lot at any time
- (f) To bid or to accept a bid on behalf of the person entering the Lot for sale.

Their decision shall be final and binding on all parties.

10. Commissions:

The vendor shall pay commission to the auctioneers at the following rates:

15% up to £100 : 10% £100 and over (subject to a £2 per Lot min charge)

The commission is subject to VAT at the current rate.

The Vendor shall agree to have the commission deducted from the proceeds held, to include all expenses incurred, if any.

The Vendor agrees to accept the agents Morgan Evans and Company Limited will not be held liable for payment of any interest accrued on the sale proceeds and all clients monies will be held in Morgan Evans and Company Limited clients account at Barclays Bank, Llangefni, Isle of Anglesey, LL77 7DU

The Auctioneers are compelled to withhold payment for Tractors, Vehicles and Self-Propelled Machines sold until a Registration Book, or Certificate of Non-Registration is received, and a valid MOT certificate where applicable.

If any goods entered for sale are specifically advertised by the Auctioneers and the Vendor of these goods fails to bring them for sale on the relevant day, the Auctioneers reserve the right to recoup from the Vendor all reasonable fees and expenses.

In all cases where a Lot once entered is not offered for sale on the Seller's instructions the Auctioneers shall be indemnified by the Seller for all expenses incurred in relation thereto and against all claims from third parties that may arise.

11. (i) **Reserve Prices/Sold/Unsold Items:**
The auctioneers on request will advise the seller on reserve prices and a seller who wishes to fix a reserve price on any Lot owned by him shall so notify the Auctioneers in writing in the appropriate section of this document before the sale begins. Failing which the Auctioneers may sell the Lot to the highest bidder.

(ii) The Auctioneers may refuse to accept bids from a Seller for a Lot owned by him and a Seller shall not bid for a Lot owned by him by any agent other than the Auctioneer.

(iii) If a Lot remains unsold following the sale day for which it has been entered and remains in the sale ground the Auctioneers reserve the right to sell such Lot at the reserve price without further consultation with the Vendor.

(iv) It is the vendor/seller's responsibility to check that all lots have been sold. The auctioneer accepts no responsibility to inform the seller if any items are not sold and such items shall be held by the auctioneers at the vendors risk.

(v) Any lot that fails to attract a minimum bid (as applicable) will be disposed of by the auctioneers and any costs will be payable by the seller.

(vi) The maker of the highest bid accepted by the auctioneer conducting the sale shall be the purchaser and will be responsible for the lot on the fall of the hammer accepting the risk for each lot purchased. The ownership of the lots remain vested in the vendor and shall not pass to the purchaser until payment is received in full by the auctioneers.

(vii) If the auctioneers account to the seller for the purchase money for a lot (less applicable charges) before the purchaser has made payment in full to the auctioneers then the auctioneers shall be entitled to any rights in the goods in that lot which the seller may have under the preceding condition. Under any of these Conditions, the auctioneers may either (1) hold the goods as their own absolute and exclusive property and dispose of and deal with the same as and when they think fit, or (2) immediately resell such goods by public sale or private bargain and hold the purchaser responsible for any loss on such resale, including all expenses incurred thereby.

12 **Private Sales:**
Vendors and Purchasers are reminded that all goods sold and bought privately in our sale yard must be booked through the Auctioneer's office, and that FAILURE TO REPORT SUCH TRANSACTIONS IS AN OFFENCE. All goods sold privately whilst in our sale yard are subject to the terms of sale as if sold by auction, but in the event of goods being sold and the Auctioneers not being informed, commission at the rate of 20% will be payable by the Vendor and the buyer will not be given delivery of such Lot until the commission is paid.

13 **Computer Equipment:**
It is the vendors/sellers responsibility to ensure that all computers or electronic storage devices are wiped clean and all data is removed to ensure that no data is recoverable prior to sale or after removal.

14 **Payment to Vendors/Sellers:**
The vendor will be entitled to collect sale proceeds on the 7th day following the sale otherwise cheques will be posted by 1st class post.

Provided:
(i) The auctioneers have received full payment for the lots

(ii) All relevant documentation has been received

(iii) The vendor has no outstanding debt

(iv) The complaints procedure has not been invoked by or on behalf of the purchaser.

15. **Removal of Lots:**
No Lot whether sold or unsold may be removed from the Saleground without the written authority of the Auctioneers. Passes for such removal must be obtained from the Auctioneers' Offices and each Lot will be checked out by the Auctioneers or their duly authorised representative. The Auctioneers accept no liability for Lots while on the Saleground whether sold or unsold. Where the Saleground is in the permanent occupation of the Auctioneers any Lot which (without the express written consent of the Auctioneers) has not been collected within six calendar months from the day on which it was sold or last offered for sale or such other period as shall have been announced in the special conditions will be deemed to be abandoned. The Auctioneers will then be entitled to dispose of such an abandoned Lot at their unfettered discretion. For the avoidance of doubt, any monies arising from such a disposal will be paid to and retained by the Auctioneers. The Auctioneers may make a charge for handling and storage of the Lot if it remains on the Saleground more than five Working Days after the sale.

(ii) Where the Saleground is not in the permanent occupation of the Auctioneers the Auctioneers are entitled to dispose of any Lot which (without express written consent of the Auctioneers) has not been collected within five Working Days from the day on which it was sold or last offered for sale or such period as shall have been announced in the special conditions. For the avoidance of doubt any monies arising from such a disposal will be paid to and retained by the Auctioneers.

(iii) **Complaints:**
A copy of Morgan Evans and Company Limited complaints handling procedure is displayed in the office and is available from any member of staff. The auctioneers shall have the right to appoint a person to act as arbitrator subject to the Arbitration Acts as modified by these conditions of sale. The arbitrators decision shall be final and binding on all parties.

16 **Applicable Law:**
These Conditions shall be governed by and construed in accordance with the law of England and Wales. All transactions to which these Conditions apply and all connected matters shall also be governed by the law of England and Wales.

17.

11. The details listed overleaf are accurate and correct to the best of my knowledge.

I am the owner of the items listed over and accept the terms of consignment under which they are accepted for sale.

I have read and have full knowledge of the General Terms and conditions of sale (as displayed in the main office)

Signed

Full Name:

Date:

OUR PROCEDURE FOR HANDLING COMPLAINTS COMPLYING WITH THE REQUIREMENTS OF THE ROYAL INSTITUTION OF CHARTERED SURVEYORS

If you have a complaint, then this note sets out the procedure, which we will follow in dealing with that complaint.

1. A person has been appointed to deal with complaints and you should not hesitate to contact the relevant person. Details are set out below.

Simon H Jones, Director, Morgan Evans and Company Limited, Gaerwen Auction Centre, Lon Groes, Gaerwen, Isle of Anglesey, LL60 6DF
Tel No: (01248) 421 582

2. Where your complaint is initially made orally, you will be requested to send a written summary of your complaint to the person dealing with it.

3. Once we have received your written summary of the complaint, we will contact you in writing within seven days to inform you of our understanding of the circumstances leading to your complaint. You will be invited to make any comments that you may have in relation to this.

4. Within twenty-one days of receiving your written summary, the person dealing with your complaint will write to you, in order to inform you of the outcome of the investigation into your complaint and let you know what actions have been or will be taken.

5. If you are dissatisfied with any aspect of our handling of your complaint, you should contact Mrs Sheila Simpson, Director, Morgan Evans and Company Limited, Head Office, 28-30 Church Street, Llangefni, Anglesey, LL77 7DU. Tel No: (01248) 723 303, who will personally conduct a separate review of your complaint and contact you within fourteen days to inform you of the conclusion of this review.

6. If you remain dissatisfied with any aspect of our handling of your complaints, then we will attempt to resolve this promptly through negotiations, and otherwise agree to enter into mediation with you.