Morgan Evans & Co Ltd – Established 1964 -

Auctioneers

Valuers

Estate Agents

Please sell on my behalf the items detailed below				
I REQUIRE / DO NOT REQUIRE you to arrange transport (see condition 6). I understand and fully accept the terms and conditions under which the items are accepted for sale (Please tick the box)				
Name of person / estate who will receive the proceeds of the sale:				
Address (the payment is to be sent to):				

Post Code:	Telephone No.			
Adress where the items have come from if different from above:				
Signed Dated:				
Please provide a brief description of items, with reserve prices if required in the margin on the right hand side. (No reserve prices accepted under £25 -10% discretion assumed unless otherwise stated).				
Description	Reserve	Description		Reserve
We can only accept items on specific dates and times -please contact the Saleroom for the exact details.				
Form Received on:	Transport by:		Vendor code:	

MORGAN EVANS & CO LTD SALEROOM CONDITIONS OF ENTRY

Definitions

In these conditions Morgan Evans & Co Ltd, hereinafter called "The Company" act only as Auctioneers and Agents and the representative of The Company, conducting the auctions is called "The Auctioneer".

1. Entry Forms

All items must be listed on this entry form and the form SIGNED. The Company accept the items for sale at their sole discretion and shall be the judges as to the suitability of any items for sale.

2. Reserves

- (a) All reserve prices MUST be on the entry form. Oral instructions as to reserve prices can not be entertained
- (b) Any items with reserve prices unsold will be returned to the vendor and any such items will only be accepted for inclusion in a subsequent sale without a reserve price.
- (c) Vendors are reminded that it is illegal to both instruct a reserve price on an item and to bid themselves on that item in the Saleroom.
- (d) It is the condition of acceptance of any item for sale that in the absence of a written reserve price all will be disposed of at the highest price attainable.
- (e) The Company reserve the right to charge a portion of the full scale commission on unsold items which have failed to attain the reserve price. The charge made will be based on the reserve figure and not on the highest bid attained.
- (f) All goods are put up for sale WITHOUT RESERVE unless written instructions as to reserve prices are received by The Company prior to the commencement of the sale.
- (g) In the event of any reserve price not being reached at auction, The Company are empowered to sell after the auction, by private treaty, at not less than the reserve price, as long as the goods remain on the Company's premises. In the event of such a sale by private treaty the Conditions of Sale applicable to the buyer governing the auction will not apply.

3. Withdrawn Lots

Lots withdrawn from auction after being catalogued are liable to incur a charge of 10% of the low estimate plus VAT, also any expenses will be recovered.

4. Commission Rates and Charges

The rate of commission shall be 20% + VAT

Electrical Safety Charge of £4 per item, if applicable

Please see the "Withdrawn Lots" (no.3)

5. Instructions

As The Company are Auctioneers, all goods delivered to The Company's premises will be deemed to be delivered for sale by auction unless otherwise stated in writing and will be catalogued and sold at The Company's discretion and accepted by The Company subject to all the Sale Conditions. By delivering goods to The Company for inclusion in their auction sales each vendor acknowledges that he or she has accepted and agreed to be bound by all these conditions.

6. Collections

The Company 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. The Company 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.

7. Loss or Damage

The Company disclaim all responsibility for loss or damage to goods for unauthorised removal of goods.

8. Storage

The Company reserves the right to store or arrange for the storage of goods delivered to them for sale either on their own premises or elsewhere at their sole discretion. They exempt themselves from any liability for loss or damage to goods delivered to their Salerooms without significant sale instructions and reserve the right to take a minimum charge per day for such goods.

9. Right to Sell

In the event of a vendor leaving goods on the premises The Company shall have the right to serve written notice calling upon the vendor to remove same. Should the vendor fail to remove the same within 21 days of service of such notice The Company reserve the right to sell the goods to defray the cost of storage and charges.

10. Insurance

Whilst all reasonable care will be taken by The Company of items on the premises, vendors are advised to instruct their insurance companies to extend cover on items to be removed to the Saleroom.

11. Indemnity

The vendor shall duly indemnify The Company against any claims in connection with any goods sold by the Company on the vendor's behalf.

12. Value Added Tax

A vendor who sends for sale by auction and chattel(s) 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 and if so, his registered number and whether or not he intends to operate the special scheme covering works of arts etc. This information must be supplied to the Auctioneer on or prior to the delivery of goods.

13. Lotting

The Auctioneer can not guarantee the individual lotting of single items. It may be necessary to group items from one vendor together to form suitable lots.

14. Unacceptable Items

Old beds, dirty mattresses, old 3-piece suites, fireside chairs, flat-pack furniture and items in a generally worn and poor condition and items not covered by the fire safety triangle are not acceptable.

The Auctioneer reserves the right, without reference to the vendor to dispose, as they see fit or any unsold items, which in the Auctioneer's opinion were not suitable for inclusion in sale.

15. Electrical Items

The vendor warrants that electrical items in working order are SAFE for use by the purchaser. There will be an Electrical Safety test Charge of £4 per electrical item.

16. Payment

Payment for sold goods will be issued seven days following the date of the auction.

17. Complaints

A copy of our Complaints Handling Procedure is on display and available from members of staff.

The vendor agrees to accept the agents Morgan Evans & Co Ltd will not be held liable for payment of any interest accrued on the sale proceeds and all clients monies will be held in The Company's "Client Account" at Barclays Bank, Llangefni, Isle of Anglesey, LL77 7DU.