Dee Atkinson & Harrison Rural
The Exchange, Exchange Street, Driffield, East Yorkshire, YO25 6LD
VAT No: 551 9091 39
Tel: **01377 253151**
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ONLINE AUCTION ENTRY FORM

Date of Sale 19 / 04 / 2022

Name:……

Tel No: ……Tel number for arranging viewings: ……..
(by providing this you consent to this phone number being disclosed to prospective buyers to arrange viewings)

Full Address:……

……Postcode:……

Email Address: ……

Bank Account in the name of:……

Sort Code:……/…….. /…… Account Number:……

VAT Registered? **YES / NO**

Number of Lots		DESCRIPTION	Reserve (if required)
		FOR FURTHER ENTRIES USE OVERLEAF	

The seller has confirmed to the Auctioneer that he/she is the true owner of the property contained in the lot 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.

Signed:…… **Date: ……/……/……..**

Number of Lots		DESCRIPTION	Reserve (if required)

COMMISSION – Sellers Commission will be charged on each lot as follows **10% up to £1000, 7.5% over £1000 and 5% over £5000 of the sale price.** The commission charge is subject to VAT and it includes all advertising and promotional costs.

PAYMENT - All lots sold in the Online Auction will be paid to the seller either by cheque or by BACS payment within 2-3 weeks of the sale closing. In the event of a dispute, Dee Atkinson & Harrison retain the right to withhold sale funds until the dispute is resolved. Where buyers fail to pay within 2 weeks of the sale closing and all reasonable measures have been taken to ensure payment is made, Dee Atkinson and Harrison withhold the right to nullify any sale. Please note that we ask in any circumstances that no items should leave your premises until the auctioneers have confirmed that payment has been received.

LOT WITHDRAWAL - Any lot that is withdrawn during the auction will be subject to a 5% charge based upon the reserve price or estimated value subject to a minimum of £50.00 to cover administration, listing and advertising costs.

VIEWINGS- Sellers where possible will provide contact details and assist viewing by prospective buyers by directly communicating with buyers and the auctioneers during the auction duration.

RESERVE PRICE - The seller shall be entitled to place a reserve price on any Lot prior to the sale being the minimum amount for which the Lot may be sold. Such a reserve shall be advised to the Auctioneers in writing no later than 24 hours before the start of the sale. Unless given in person to the Auctioneer or stated on the entry form, any such instruction shall not be binding unless the Auctioneer has confirmed his receipt of it in writing.

CONDITIONS OF SALE - The full Conditions of Sale can be found on the Dee Atkinson and Harrison website or can be forwarded upon request. The Auctioneers will not be liable for any default on the part of any Buyer or Seller.

VALUED ADDED TAX - The Auctioneers will collect VAT from Buyers on Lots being sold by VAT registered Vs and will pay it over to such Sellers, who should account for it in the usual way.

AUCTIONEERS STATUS - The parties to the contract of sale are the Seller and Buyer. The Auctioneers sell as agents for the Seller and as such are not responsible for any default of the Seller or Buyer. The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale. The Auctioneers shall have discretion as to the description of any item and may take expert advice on any item, whether from a qualified electrician, agricultural engineer or other person, at the Seller's expense to ensure that the item is sold in a professional and legal manner. The Auctioneers may make such announcements or publish such information supplied by a Seller about any Lot as they in their discretion think fit. The Auctioneers shall have absolute discretion without giving any reason: (a) to refuse any viewing (b)to refuse any bid (c) to divide any Lot (d) to combine any two or more Lots (e) to withdraw any Lot from the auction, and (f) in case of dispute, to offer any Lot for sale again.

EXCLUSION OF LIABILITY - The Auctioneers shall not be liable for any expense loss claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including any Lot) nor in any respect of personal injury to or death of any person before or arising out of or in the course of or caused by the Sale except to the extent that the same is due to the negligence of the Auctioneers their servants or agents.