

KIDDERMINSTER MACHINERY SALE – ENTRY FORM



Sale Address: The Gallops, Stanklyn Lane, Stone, Kidderminster, DY10 4AR

Sale Date:

Name:	
Address:	
Postcode:	Tel No:
Mobile No:	Email Address:
VAT Registered? YES / NO	VAT Number:
Halls Account Number:	

Lot No. (office use)	Accurate Description (E.G. Make, Model, Size, Age, Mileage, Reg No)	Keys Yes/No	Documents/ Logbooks Yes/No	Reserve Price (If no Reserve State NR)

ONLY LOTS WITH A MINIMUM VALUE OF £20 WILL BE ACCEPTED.

ITEMS DEEMED TO BE OF A LOWER VALUE MAY NOT BE ACCEPTED, OR WILL BE SOLD WITH OTHER LOTS.

LOADING & UNLOADING AT THE SALE ADDRESS (AS ABOVE): THURSDAY 9AM UNTIL 4PM

PLEASE NOTE –NO ENTRIES WILL BE TAKEN ON THE DAY OF THE SALE.

PLEASE INDICATE BELOW IF THE ITEMS LISTED ARE TO HAVE VAT CHARGED ON THEM OR NOT

NO - I AM NOT VAT REGISTERED ☐ YES - I AM PART OF THE SECOND-HAND VAT MARGIN SCHEME ☐

Signed:	Dated:
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Shrewsbury Auction Centre

Battlefield | Shrewsbury | Shropshire | SY4 3DR

☎ 01743 462620 ✉ market@hallsgb.com ➡ www.hallsgb.com

TERMS & CONDITIONS OF SALE

1. RISK / LIABILITY / UNSOLD LOTS / STORAGE (NOT AVAILABLE)

All plant, machinery, equipment and other goods are entered for sale and placed on the sale ground entirely at the owner's risk. Halls Auctioneers accept no responsibility or liability for any loss, theft damage or deterioration, however caused, whether occurring before, during or after the sale, including whilst items are on the sale ground, in yards, buildings or parking areas. It is the responsibility of the owner to ensure that adequate insurance cover is in place at all times. If lots are unsold, vendors must collect their unsold lots as soon as possible after the sale.

2. ROLE OF THE AUCTIONEERS

The Auctioneers act solely as agents and intermediaries between the seller and the buyer and do not sell goods as principals.

3. CONDITION OF LOTS

All machinery, plant and equipment must be presented for sale with any known faults or issues, whether visible or not, declared to the Auctioneers.

4. POWER TAKE OFF DRIVE SHAFTS

All PTO drive shafts must be securely attached to the respective implement or correctly labelled with the Lot number and place in the Auctioneers' Office. It will be presumed that all PTO drive shafts are not available to purchasers unless a statement is given to the contrary at the time of the sale.

5. RESERVES

Reserve Prices for any lots must be submitted in writing on this entry form in the space provided. If a reserve is in place on any lot, it is the vendors sole responsibility to ensure if the lot has been sold or not on the day of the sale and remove it, as it remains the responsibility of the vendor.

6. TITLE, OWNERSHIP & FINANCE

The vendor warrants that all lots entered are the vendor's absolute property, free from finance or encumbrance, unless declared in writing on this entry form. The vendor shall be solely responsible for discharging any finance, and the Auctioneers accept no liability in respect of title.

7. SUITABILITY

The Auctioneers reserve the right to refuse or withdraw any lot from sale at their absolute discretion, without liability.

8. PAYMENT FOR SOLD LOTS

Payment will be made 15 working days from the day of the sale. Our preferred payment method is by Bank transfer. Please provide your bank details. Please inform us should your bank details change in the future. If no bank details are held, payment will be made via cheque.

9. VAT

Please indicate clearly whether your items are subject to VAT. If so, please provide us with your valid VAT registration number, or you will not be paid. VAT will be charged at the standard rate of 20% on all applicable items.

10. SAFETY & COMPLIANCE

No Lot is sold as complying with PUWER, CE or UKCA marking, or electrical safety regulations unless expressly stated in writing at the time of sale.

11. POCA

Under the Proceeds of Crime Act 2002, we cannot accept single or linked cash payments over 10,000 euros.

For any larger payments, please use bank transfer, debit card, or cheque. Where payment is made by cheque, goods may not be removed from the site until receipt of cleared payment.

All Halls Livestock and Machinery Auction customers must complete IDV checks before their first purchase. Please provide original copies of the following to be copied and held securely on file:

- One form of photo ID (passport, UK driving licence, etc)
- One document confirming your address (utility bill, bank statement, council tax bill, firearm/shotgun certificate).

We reserve the right to carry out online theft and asset verification checks as part of our standard due diligence and customer onboarding procedures. This may include searches via recognised industry databases, including The Equipment Register.

12. DATA PROTECTION

We will use the information provided on this form to administer the auction, prepare sale details, contact you, process the sale and comply with legal requirements. This information may be shared with buyers, sellers and others involved in the auction where necessary. Full details of how we use and protect personal data are available in our Privacy Notice, which can be requested or viewed on our website www.hallsgb.com.

13. GOVERNING LAW

These conditions shall be governed and construed in accordance with the laws of England and Wales.

Halls Holdings Limited is Regulated by the Royal Institute of Chartered Surveyors (RICS)

Client Money Handling:

Halls is a member of the Royal Institute of Chartered Surveyors and a member of the RICS client money protection scheme. All monies are held in accordance with the RICS guidelines. A copy of our Client Money Handling Policy is available upon request and on our website www.hallsgb.com.

In accordance with the Royal Institution of Chartered Surveyors' (RICS) professional statement (Client Money Handling, effective from 1st January 2020), client money held or received by Halls, or any trading name thereof, is banked into a general clients' bank account held at:

Barclays Bank, 1 Churchill Place, London, E14 5HP

Halls Holdings Limited Clients Farm Auction Account:

20-78-01 20997625

Halls Holdings Limited General Clients Account:

20-78-01 23557723

A general clients' bank account is a Client Bank Account which holds client money belonging to more than one client. Client monies are held separately from Hall's own monies, are easily identifiable and immediately available. Within the general clients' bank account, each client's money is recorded in individual client ledgers to maintain segregation of funds. Client money is held in an appropriate banking institution with a minimum rating of BBB+, regulated, and authorised by the Financial Conduct Authority (FCA).

How Interest and Bank Charges are Handled:

The Client Bank Accounts are instant access accounts and Halls will cover transactional banking and account maintenance charges associated with the operation of such accounts. Halls is entitled to retain any interest earned through the aggregation of various client accounts to offset general bank charges and administration costs associated with the operating of the Client Bank Accounts.

14. COMPLAINTS PROCEDURE

Halls operates a complaints procedure in accordance with the requirements of the RICS. In the event you have a complaint regarding the standard of service you have received, our complaint handling procedure will be followed. A copy of our complaint handling procedure is available upon request and on our website www.hallsgb.com. Using our complaint handling procedure will not affect your legal rights.

15. PROFESSIONAL INDEMNITY INSURANCE

Halls Holdings Limited holds Professional Indemnity Insurance (PII) in the sum of £10 million.

16. VENDORS COMMISSION

Workshop Tools, Sundries and Livestock Equipment:

£1 - £1,000 10% plus VAT minimum of £5 plus VAT per lot.

Machinery, Implements, Trailers, Tractors & Vehicles:

10% plus VAT on the first £1,000, then

On items from £1,001 to £9,999 - 7.5% plus VAT on the balance

On items from £10,000 to £30,000 - 5% plus VAT on the balance

On items from £30,001 to £40,000 - 4% plus VAT on the balance

On items from £40,001 to £50,000 - 3% plus VAT on the balance

On items over £50,000 - 2.5% plus VAT on the balance

With a minimum of £5 plus VAT per lot.

