

# Auction - Test Timed Auction 11/01/2021 11:10 AM GMT

Lot Title/Description

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1	Lemken Europal 8 mounted onland/infurrow 7furrow (6+1) reversible plough with press arm and C40 bodies
2	1998 Maschio Aquila mounted hydraulic folding power harrow with packer roller, 4m Serial No. 989870135
3	Agrotec mounted stone burier with packer roller, 7ft
4	Vaderstad Topdown 600 trailed hydraulic folding cultivator with double row leading discs, hydraulic tines and press, 6m Serial No. 122
5	2015 Padagas SL-450 mounted hydraulic maize blade Serial No. 666
6	2008 Accord Optima HD trailed 8row maize drill with bout markers and fertiliser kit Serial No. 7900
7	John Deere 592 HiFlow net wrap round baler
8	Cousins mounted 7leg cultivator
9	Kongskilde mounted folding springtine cultivator, 14ft
10	Kidd double chop forage harvester Serial No. 80D005
11	Lemken furrow press
12	Kongskilde springtine cultivator, 7ft
13	Kverneland Accord DA-X piggyback drill, 4m
14	2012 Sumo Trio 3 mounted min-till cultivator with subsoiler legs, discs and press, 3mSerial No. 12290
15	2009 Rabe Raven mounted 6furrow reversible plough with slatted mouldboardsSerial No. 105849-1Type: 2300 VI
20	2017 Richard Larrington Majestic 19tonne tandem axle steel monocoque trailer with air brakes, hydraulic tailgate, silage sides and sprung drawbar on 600/50R22.5 wheels and tyres Serial No. 1824RL0317

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## CONDITIONS OF BUSINESS (ON-LINE)

### Information for Buyers

#### **1. Introduction**

1.1 The following informative notes are intended to assist Bidders and Buyers and form part of the Conditions of Sale for the Auction.

Terms of Consignment for Sellers, which are readily available for inspection on our web-site ([www.cheffins.co.uk](#)) with the required A/B Bidders. All Buyers will be required to read and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if there is anything available for the Auctioneers office and will include original copies of the relevant Export Lodgement Advice and a satisfactory Bill of Lading or Certificate of

1.2 Please refer to Clause 1 of the Conditions of Sale if you are unsure about the meaning of any shipment clearly identifying the goods. If acceptable documents are not received within the relevant time limits, the VAT Deposit will be paid directly to HMRC as VAT.

1.3 Except where the context otherwise requires words denoting the singular include the plural and vice versa. Words denoting one gender include all genders and words denoting persons include corporations and vice versa.

1.4 The Auctioneers may supplement or supersede these Conditions in whole or part with Special Conditions applicable to a specific sale. No employee or agent of the Auctioneers has any authority to vary these Conditions.

#### **2. Buyers Premium**

2.1 All purchases will be subject to a buyer's premium as stated in the foreword or special conditions in the Lot by which they intend to buy at pre-arranged viewings. Accordingly, the Auctioneers accept bids from potential Buyers on the basis that the Buyers (or their authorised agent) inspected the Lot prior to bidding and have satisfied themselves prior to bidding in relation to the condition and accuracy of the description of the Lot.

2.2 VAT at the standard rate will be charged on all charges except those detailed in 4.2 below.

#### **3. Entry to the Sale Site**

3.1 Any person entering the Sale Site does so at their own risk.

3.2 Any person entering the Sale Site must comply with the requirements of all Health and Safety notices.

3.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lots in the Sale Site to the extent that they are in the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords to its description. Neither the Auctioneers, their servants nor agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their

#### **4. Value Added Tax**

4.1 VAT at the standard UK rate will be added to the hammer price on all Lots unless the Lot is sold under either the Margin Scheme (including second hand motor vehicles) or the Auctioneers' Margin Scheme when VAT will not be added separately to the hammer price. Under the Margin Scheme condition of sale, the Buyer's Premium will be inclusive of VAT which cannot be reclaimed as input tax. The Auctioneers may choose, entirely at their discretion, to use one or both of these Schemes in any Auction for eligible items. Lots included under one of these schemes will be marked in the catalogue with either an 'M' or an 'A'. The other Lots in the catalogue will be marked with either a 'Z' or an 'E' and will not attract VAT. Prospective Purchasers should check with the Auctioneers before bidding if they are unsure as to which Auctioneers' scheme applies. Full details of both the Margin Scheme and the Auctioneers' Margin Scheme can be found on the HMRC website for the condition of any notices 718, 718/1 and 718/2.

4.2 Purchasers from the European Community countries outside the UK who are registered for VAT in their own country will be required to provide a copy of their VAT/FISCAL number and a copy of their VAT registration certificate. Once the VAT number has been checked by the Auctioneers, any

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standard rated items, together with any Buyer's Premium charged thereon, may be zero rated for UK VAT if receiving valid proof that the items have been removed from the UK and delivered to the Purchaser's address. Evidence is not received within these time limits, VAT at the standard UK rate will become payable and VAT time limits are available from the Auctioneers' office. A VAT Deposit equivalent to the UK standard rate will be required from the Auctioneers. Once all the required evidence of removal from the UK has been received within the time limit or is insufficient, the VAT Deposit will be paid over to HMRC as VAT. Where any of the above VAT conditions apply and the Purchaser is not VAT registered for VAT in their member state, VAT at the standard UK rate will be charged.

4.3 Overseas Purchasers, from countries outside the European Community, will be required to pay a VAT Deposit equivalent to the standard UK rate of VAT. This amount of VAT

is to be held in trust for the Purchaser and will be used to pay the VAT on the goods if the Purchaser provides the necessary evidence of export within the required time limits. All Buyers will be required to read and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if there is anything available for the Auctioneers office and will include original copies of the relevant Export Lodgement Advice and a satisfactory Bill of Lading or Certificate of

shipment clearly identifying the goods. If acceptable documents are not received within the relevant time limits, the VAT Deposit will be paid directly to HMRC as VAT.

1.3 Except where the context otherwise requires words denoting the singular include the plural and vice versa. Words denoting one gender include all genders and words denoting persons include corporations and vice versa.

#### **5. Description and Condition of Lots**

5.1 The Auctioneers may supplement or supersede these Conditions in whole or part with Special Conditions applicable to a specific sale. No employee or agent of the Auctioneers has any authority to vary these Conditions.

provided by the Seller and any statement, written or verbal, made by the Auctioneers in respect of any Lot as to genuineness, origin, date, age, provenance, condition or estimated selling price, including condition reports which may be provided at the Buyer's request, is a statement of opinion held by the Auctioneers. It is, however, deemed that prospective Buyers

who inspect the Lot by which they intend to buy at pre-arranged viewings. Accordingly, the Auctioneers accept bids from potential Buyers on the basis that the Buyers (or their authorised agent) inspected the Lot prior to bidding and have satisfied themselves prior to bidding in relation to the condition and accuracy of the description of the Lot.

The nature of the Lots sold at Auction is such that they will rarely be in perfect condition and are likely, due to their nature and age, to show signs of wear and tear, damage, or other imperfections, restoration or repair. Any reference to condition by the Auctioneers will not amount to a full description of condition. Photographs included in Auctioneers' sale catalogues or on the website, are not representative of the condition of any Lot.

All Lots are sold 'as seen' with all faults and errors of description. Purchasers should satisfy themselves as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords to its description. Neither the Auctioneers, their servants nor agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their

servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their

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disposed of correctly, could be in breach of Health and Safety at Work Act 1974, Control of Substances Hazardous to Health Regulations 1988 (COSHH) or other current legislation. The buyer undertakes to handle and dispose of correctly, any toxic chemicals and dangerous substances and to indemnify the Auctioneers against any failure to observe these undertakings.

## 6. Bidding

6.1 Bidders are required to register on Cheffins on-line bidding platform and will be required to provide a deposit which remains unpaid and held as stated in the conditions of sale in order to be eligible to bid. If the deposit is not paid in full by the time the auction commences, the Auctioneers reserve the right to charge the Buyer interest at 8% above the prevailing base rate set at the time by the Bank of England, for any unpaid account.

6.2 Commission Bids may be left online by a Bidder indicating the maximum amount to be bid (excluding VAT and Buyers Premium and any other charges which may apply). Subject to the reserve price of the Lot and any other bids received, the sale may be concluded for less than the maximum bid. The Bidder will not have any claim against the Auctioneers or their employees if for any reason the commission bid is not executed. If two bidders submit identical bids, the first Bidder shall have priority.

6.3 A deposit of between £250 and £2500 (variable dependent on sale type) will be required via their debit card prior to bidding

The Auctioneers reserve the right to refuse the registration of a bidder entirely at their discretion.

8.1 Any Lot purchased at Auction may be subject to export restrictions or may require a licence for export out of the United Kingdom, for example depending on the age and value of the Lot or if the Lot contains organic or endangered materials that are restricted from export (Please refer to 5.3 above).

## 7. Payment

7.1. All Lots purchased through the on-line bidding platform must be paid for by the purchaser within one week of the end of the sale

7.2 We accept the following methods of payment:

Bank Transfer- direct to our bankers at Barclays Bank PLC, St Andrews Street, Cambridge

Sort Code: 20-17-68

Account Number: 50237698

Swift Code: BARC GB 22

IBAN: GB43 BARC 2017 6850 2376 98

Please quote your buyers number or name as reference

Cheques- Cheques are accepted entirely at the Auctioneer's discretion and any cheques tendered

will need to be cleared before removal of the Lot is permitted (please note you must allow 6 working days for a cheque to clear).

Debit Cards- Payments can be made in person at the Machinery Saleground office or over the telephone.

7.3 Sold Lots can only be released to the Buyer on Cheffins' receipt of payment in full and cleared funds for all items purchased. Any delay of payment may result in the Buyer incurring storage charges.

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7.4 As provided by the Late Payment of Commercial Debts (Interest) Act 1998, the Auctioneers reserve the right to charge the Buyer interest at 8% above the prevailing base rate set at the time by the Bank of England, for any unpaid account.

7.5 If a deposit remains unpaid and held as stated in the conditions of sale in order to be eligible to bid, the Auctioneers reserve the right to charge the Buyer interest at 8% above the prevailing base rate set at the time by the Bank of England, for any unpaid account.

8.2 The Buyer is responsible for obtaining any licences which may be required (including any licence that may be required for import onto the destination country). The delay or denial of any such licence will not be grounds for the Buyer to cancel any purchase.

8.3 At the Buyers' request, we can assist in the application for the export of goods outside of the UK.

9.1 Please note that all Lots must be paid for in accordance with Clause 7 above. Lots cannot be released until payment (including Buyer's Premium and VAT where applicable) has been received by the Auctioneers in full and cleared funds for all items purchased. Any delay of payment may result in the Buyer incurring storage charges.

## 9. Collection and Storage

9.2 Collection of Lots is the Buyer's sole responsibility. Buyers will be required to produce proof of identity and address of the Lot.

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In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneer

9.3 Any Lot which, without the express written consent of the Auctioneers, has not been collected within the time stated on the specific conditions of sale will be subject to a £25/day storage charge prior to collection

## 14. Agency

9.4 Lots purchased at Cheffins on-site venues will be subject to special collection/clearance terms which will be published in the appropriate auction catalogue.

The Auctioneers act as agent for the Seller whose identity, for reasons of confidentiality, is not normally disclosed to the Buyer. If a Buyer purchases at Auction, the Contract of Sale is made directly between the Buyer and the Seller.

## 10. Inspection of Goods

### CONDITIONS OF BUSINESS

All Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lots as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords to its description. Neither the Auctioneers, their staff or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their staff or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

### Conditions of Sale

## 11. Insurance

Cheffins carries on business with Bidders, Buyers and Sellers on the following Conditions of Sale, the Terms of Consignment for Sellers, the Information for Buyers and on such other terms, conditions and notices as may be referred to herein or that may be amended by way of notices posted at the sale site or by way of announcements made by the Auctioneer.

The Auctioneers are unable to provide insurance on any Lot in the sale. The Purchaser is responsible for insuring any item with effect from the time the item is successfully purchased on-line

### 1. Definitions

In these Conditions:

12. Compliance with Road Traffic Acts, the Health and Safety at Work Act and all other Acts and Regulations applicable to Farm Safety. Auctioneer, as appropriate.

‘Bidder’ means the person considering, making or attempting to make a bid on a Lot, in person or by any other means, including the Buyer.

12.1 The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorisation necessary before such vehicle or trailer can be used on the road.

Buyer means the Bidder who makes the highest bid accepted by the Auctioneer.

‘Buyer’s Premium’ means payment of a percentage of the Hammer Price of each Lot purchased, payable to Cheffins by the Buyer, on which VAT is chargeable.

12.2 The Purchaser of any Lot is responsible for complying with all legal requirements regarding the safe use of items purchased at a sale and shall ensure compliance with all relevant legislation relating to the safe use of any item.

‘Deliberate Forgery’ means an imitation made with the intention of deceiving as to make, model, mechanical worthiness etc. and which at the date of the sale had a materially lesser value than it would have had if it had been in accordance with the catalogue description.

## 13. Auctioneer’s Right to Annul Sales

‘Entry Fee’ means the fee payable on all Lots offered for sale as stated in Clause 5 of the Terms of Consignment for Sellers.

‘Hammer Price’ means the highest bid reached (at or above any reserve) and accepted by the

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Auctioneer when the Auctioneer brings down the hammer and the sale of the Lot is final.

3.6 Cheffins expressly reserves the right to bid on behalf of the Seller up to the amount of any reserve. The Seller may bid for any Lot, either personally or through the Auctioneers or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time

'Lots' means all machinery and other items sold or intended to be sold in accordance with these Conditions. Any dispute about a bid shall be settled at the Auctioneer's absolute discretion, the Auctioneer acting reasonably at all times.

'Net Sale Proceeds' means the Hammer Price of the Lot sold (as received by Cheffins in full and cleared funds from the Buyer), less any Seller's Commission, Entry Fees, and any other expenses payable by the Seller to Cheffins in accordance with the Terms of Consignment for Sellers. The Seller may bid for any Lot, either personally or through the Auctioneers or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time

'Purchase Price' means the Hammer Price in respect of the Lot sold, together with any Buyer's Premiums, VAT chargeable and any additional charges payable by a Buyer in accordance with these Conditions of Business.

3.8 Bidding increments shall be at the Auctioneer's sole discretion. By way of example only, the following bidding increments may be:

'Seller' means the legal owner of the Lot offering it for sale, including their agents, executors or administrators.

'Seller's Commission' means the commission payable by the Seller to Cheffins in relation to the sale of a Lot which is consigned by the Seller. Such commission is payable at the date of the sale together with any applicable VAT at the rates set out in the Terms of Consignment for Sellers (or as may otherwise be updated or agreed with Cheffins).

£0 - £200 £10

'Terms of Consignment for Sellers' means the stipulated terms and rates of commission on which Cheffins accepts instructions from Sellers or their agents and which form part of these Conditions of Business.

£200 - £500 £20

'Reserve Price' means the minimum price fixed by either the Auctioneers or the Seller (or his agent) at which Lots are to be sold for at the sale.

£500 - £1000 £50

The singular includes the plural and vice versa as appropriate.

£1000 - £2000 £100

## 2. Inspection of Lots

£2000 - £5000 £200

All Lots are sold 'as seen' with all faults and errors of description. Purchasers should satisfy themselves as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot.

£10000 - £20000 £1000

No warranty is given by the Auctioneers, their servants or agents or by any Seller to any Buyer in respect of any Lot and in particular no warranties are excluded to the fullest extent permitted by law.

## 3. Bidding

3.9 No person may advance less at a bid than a sum to be named from time to time by the Auctioneers nor be allowed to retract a bid.

3.1 Bidders are required to register their details before bidding and to supply any information or details as requested by Cheffins. Cheffins will accept any other form of bid, whether by commission, telephone or otherwise. Proof of the Bidder's identification (photo identification and proof of current address) will be required at the time of registration.

3.10 Bids shall be made by Cheffins on behalf of the Auctioneers in which to bid apply

3.11 Cheffins' knowledge in relation to any Lot is dependent on information provided by the Seller of the Lot. Cheffins is not able to and does not carry out exhaustive due diligence on

3.2 The Bidder with the highest bid accepted by the Auctioneer conducting the sale shall be the Buyer at the Hammer Price. The Bidder shall acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lots on which they bid.

Buyer at the Hammer Price

3.3 Bidders shall be deemed to act as principals and require Cheffins' written consent at the time of Bidder registration to bid as agent for another party. Bidders are personally liable for their bid and jointly and severally liable with their principal if bidding as agent (whether or not Cheffins is consented to the Bidder as agent) available for inspection by Bidders prior to the auction. Cheffins accepts bids by any means on the basis that Bidders (and/or independent

Buyer at the Hammer Price

3.4 Lots will only be invoiced to the name and address of the Bidder on the Bidder registration form and payment for the Lot from the registered Bidder. Bidders shall be deemed to have satisfied themselves prior to bidding as to both the condition of the Lot and the accuracy of its description. All Lots are offered for sale in the condition they are in at the time of auction.

Buyer at the Hammer Price

3.5 The Auctioneers and/or the Seller reserve the right to fix a Reserve Price for any Lot and to withdraw that Lot in the event that the highest acceptable bid does not meet with the reserve. Some Lots will therefore be offered subject to a Reserve Price agreed between Cheffins and the Seller. The Reserve Price shall be a higher amount than the lowest price stated in the Lot at the time of the auction.

Buyer at the Hammer Price

Buyer at the Hammer Price

Information provided to Bidders or their advisors prior to the sale in respect of any Lot,

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whether written or oral and including any information in the sale catalogue or condition or other report, is a statement of opinion honestly held by Cheffins and is not a statement of fact.

3.14 Subject to the conditions in paragraphs 3.11, 3.12 and 3.13 above, Cheffins exercises reasonable care when making statements of opinion consistent with its role as auctioneers on the basis of information provided by the Seller and the generally accepted opinions of relevant experts (at the time any such expert expressly states such opinion). Cheffins is in no way required to seek the opinion of any expert outside Cheffins.

3.15 A sale contract is made directly between the Buyer and the Seller on the fall of the Auctioneer's Hammer.

#### 4. Other Types of Bids

4.1 Subject to the conditions set out in paragraph 3 above, Cheffins will, if so instructed by a Bidder, accept a bid on behalf of the Bidder by commission bid. Where applicable, if two Bidders submit identical bids, the Auctioneer will treat the bids as one bid.

4.2 In some auctions the Bidder can register, not less than 24 hours prior to the auction beginning, to be contacted by telephone or email to discuss the Bidder's bid with the Auctioneers whether this service is available for any auction.

4.3 Neither the Auctioneer nor its employees or agents shall be responsible for any failure to exchange or use mobile phones or online connections.

#### 5. Value Added Tax

5.1 Value Added Tax on the Hammer Price is imposed by the laws of England and Wales on all purchases of goods or services. VAT is added to the Hammer Price and the Buyer is responsible for paying the VAT. The Auctioneers will identify the VAT position in the Auctioneer's catalogue with a symbol 'v' and explain the VAT position as far as they are concerned.

5.2 Value Added Tax will not be charged on the Hammer Price of Lots entered under either the 'Margin Scheme' (including second-hand cars) or the 'Auctioneers Margin Scheme' but will be shown as an inclusive amount and will not be added to the Hammer Price. The same rule will apply to any zero rated Lots which will be identified in the Auctioneer's catalogue by the symbol 'm' or 'a'. The same rule will apply to any zero rated Lots which will be identified in the Auctioneer's catalogue by the symbol 'z'.

5.3 Sellers of Lots entered under either the 'Margin Scheme' (including second-hand cars) or the 'Auctioneers Margin Scheme' must provide signed confirmation to the Auctioneers that Input VAT could not, has not and will not be reclaimed against these items. VAT charged on the Hammer Price of Lots entered under the 'Auctioneers Margin Scheme' and inclusive in respect of Lots entered under the 'Auctioneers Margin Scheme' is not eligible for recovery in respect of breach of these Conditions of Business. They are in no way obligated to exercise any of the above rights or remedies.

#### 6. Payment

6.1 All Lots purchased in the sale must be paid for on the day of the Auction by the Buyer.

6.2 All Lots purchased through the on-line bidding platform must be paid for within 1 week of the fall of the Hammer or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes can be obtained from the Auctioneer's office. All Lots must be checked out by the Security Staff.

6.4 Any payments made by the Buyer to Cheffins may be applied by Cheffins towards any sums due to Cheffins from the Buyer, whether express or implied.

6.5 Title in a purchased Lot will not pass to the buyer until Cheffins has received the Purchase Price of the Lot and any additional charges to the Buyer (as set out in clause 6.6) is received.

6.6 If an account remains unpaid and legal action is taken by the Auctioneers, the Auctioneers reserve the right to take such action as they see fit to recover the amount due to them from the Buyer, including the costs of such action.

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such action.

6.7 The full invoice amount(s) must be paid in full before any individual Lot is released for collection.

#### 7. Remedies for Non Payment

7.1 If a Buyer fails to pay for a Lot which has been sold to them by the Auctioneers, Cheffins, as agent for the Seller and on its own behalf, shall, at its absolute discretion and without prejudice to any other rights Cheffins or the Seller may have, be entitled to exercise one or more of the following rights and remedies:

7.2 To cancel the sale of that Lot and/or any other Lots sold by Cheffins to the Buyer on a full indemnity basis.

7.3 To remove, store and/or dispose of the Lot for any reason and to charge the Buyer for any costs of storage, insurance and other charges.

7.4 To retain the Lot or any other Lot sold to the Buyer until the Buyer has paid the full amount due to Cheffins.

7.5 To charge the Buyer interest at a rate of 8% above the prevailing base rate set at the time by the Bank of England for any unpaid account or part thereof.

7.6 To apply any proceeds of sale of other Lots due or, in the future, becoming due to Cheffins towards the amount due to Cheffins.

7.7 To impose conditions before any such bids shall be accepted.

7.8 To take reasonable measures to notify the Buyer prior to releasing such details to the Seller.

7.9 To take such action as they see fit to recover the amount due to them from the Buyer, including the costs of such action.

#### 8. Collection of Lots

8.1 Lots which have not been sold by the Auctioneers on the day of the Auction may not be removed from the Saleground without a pass for the removal of Lots. Passes can be obtained from the Auctioneer's office. All Lots must be checked out by the Security Staff.

8.2 Any payments made by the Buyer to Cheffins may be applied by Cheffins towards any sums due to Cheffins from the Buyer, whether express or implied.

8.3 Title in a purchased Lot will not pass to the buyer until Cheffins has received the Purchase Price of the Lot and any additional charges to the Buyer (as set out in clause 6.6) is received.

8.4 If an account remains unpaid and legal action is taken by the Auctioneers, the Auctioneers reserve the right to take such action as they see fit to recover the amount due to them from the Buyer, including the costs of such action.

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expenses but fails to collect the purchased Lot(s) within 10 days following the date of the relevant auction, the Lot(s) will be stored at the Buyer's expense and risk at Cheffins or with a third party.

8.4 Any Lot(s) which, without the express written consent of the Auctioneers, has not been collected at its disposal will be deemed to be abandoned and the Auctioneers will be entitled to dispose of such abandoned Lot(s) at their discretion and any loss or damage to the Lot(s) shall be the responsibility of the Buyer. The Auctioneers shall not be liable for any loss or damage to the Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

8.5 The Buyer shall at their own risk and expense collect any Lots for which the Buyer has paid the Purchase Price not later than 14 days following the date of the relevant auction or later with the express written consent from the Auctioneers.

8.6 The Buyer shall be required to show proof of purchase and identification prior to the Lot being released to the Buyer. The Auctioneers shall not be liable for any loss or damage to the Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

8.7 All packing and handling of Lots will be at the Buyer's sole risk. Cheffins will not be responsible for any loss or damage to the Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

## 9. Warranties and Limitation of Warranty

9.1 The Seller warrants to the Bidder that it is the legal owner of the property consigned for sale and is able to transfer good and marketable title to the property free from any third party claims.

9.2 Subject to paragraph 9.1 above, neither Cheffins nor the Seller is liable for any errors or omissions in the description of the property, other than the express warranties given by the Seller.

9.3 Subject to paragraphs 9.6 and 10, neither Cheffins nor the Seller gives any guarantee or warranty (other than the express warranties given by the Seller) in relation to the property consigned for sale.

9.4 Neither Cheffins nor the Seller accepts responsibility to any Bidder for acts or omissions (whether negligent or otherwise) by Cheffins in relation to the conduct of any auction.

9.5 Any claim by a Bidder or a Buyer against Cheffins or the Seller is limited to the Purchase Price of the Lot(s) and consequential losses.

9.6 This paragraph 9 shall not exclude or limit Cheffins' liability in respect of any fraudulent misstatements made by the Seller in relation to the property consigned for sale.

## 10. Deliberate Forgeries

10.1 Notwithstanding the Conditions in paragraph 9, any Lot which proves to be a Deliberate Forgery shall be returned to the Seller at the Buyer's expense and risk. The Seller shall not be liable for any loss or damage to the Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

10.2 If the Buyer is not personally able to transfer a good and marketable title to Cheffins, then the Buyer shall be liable for any loss or damage to the Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

10.3 Cheffins may require the Buyer to obtain at the Buyer's expense the reports of up to two independent experts in the field, provided the cost of such reports is not more than the Purchase Price of the Lot(s).

10.4 The Conditions detailed in this paragraph 10 will also apply to purposely hidden repairs and incomplete Lots where the incompleteness is not evident from an external inspection.

Lot Title/Description

## 11. Export and Licensing

It is the Buyer's sole responsibility to identify and obtain any necessary licences for a Lot, including but not limited to export and import. Cheffins and the Seller make no representation or warranty as to the validity of any such licences.

12.1 Any person entering a Sale Site does so entirely at their own risk. No person shall have any claim against Cheffins or the Seller for any loss or damage to the Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

12.2 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

12.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

12.4 Anyone attending who damages a Lot, whether intentionally or negligently, will be held liable for the cost of repair and any consequential loss or damage to the Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

12.5 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

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12.12 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

12.13 Some countries do not offer equivalent legal protection of personal information to that of the European Union. Under this provision, Cheffins may disclose personal information to third parties in countries without equivalent protections.

12.14 Clients should note that telephone calls to Cheffins relating to auction bids may be recorded for the purposes of improving the service.

12.15 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

12.16 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) if the Buyer does not collect the Lot(s) within the time specified in the contract or delay payment of the Lot.

# Auction - Test Timed Auction 11/01/2021 11:10 AM GMT

Lot Title/Description

Lot Title/Description

recorded.

## 14. Agency

The Auctioneer acts as agent only and disclaims any responsibility for default in relation to any of these Conditions of Business by Sellers or Buyers.

## 15. Third Party Liability

All members of the public on Cheffins' premises are there at their own risk and must note the layout of the buildings, sale site and any security arrangements. Accordingly neither the Auctioneers nor its employees or agents shall incur liability for death or personal injury (except as required by law) or similarly for the safety of the property of persons visiting.

## 16. Auctioneers Right to Annul Sales

In the event of any dispute or refusal to pay or of non-payment of the part of the Buyer, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.

## 17. Compliance with Road Traffic Acts

The Buyer of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and use of such vehicle or trailer and for obtaining all certificates, permits or other authorisation necessary before such vehicle or trailer is used on the road.

## 18. General

18.1 Cheffins reserves the right to alter these Conditions of Business at any time.

18.2 Cheffins shall have the right in its absolute discretion to refuse admission to its premises or attendance at its auctions by any person.

18.3 Special terminology may be used in catalogue descriptions of particular types of goods, and the descriptions should be interpreted in accordance with any glossary appearing in the sale catalogue.

18.4 All images and other materials produced for the auction are the copyright of Cheffins for use at Cheffins' discretion.

18.5 Any notice to any Buyer, Seller or Bidder may be given by first class mail to the last address of which Cheffins have been formally notified and shall be deemed to have been received by the addressee 48 hours after posting. Any notice to Cheffins by the Buyer, Seller or Bidder should be in writing.

18.6 Any extension or waiver of any provision of these Conditions of Business that may be granted to Buyers, Sellers or Bidders by Cheffins for a specific Lot shall not have any consequence on the enforceability of these Conditions and in all other respects these Conditions shall remain in full force and effect. Should any provision of these Conditions of Business be deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

18.7 These Conditions of Business are not assignable by any Buyer or Seller without Cheffins' prior written consent, but are binding on the Buyer's and Seller's respective successors, assigns and representatives. No act, omission or delay by Cheffins shall be deemed a waiver or release of any of its rights.

18.8 The Contracts (Rights of Third Parties) Act 1999 is excluded by these Conditions and shall not apply to any contract made pursuant to them.

18.9 The Conditions of Sale, the Terms of Consignment for Sellers, the Information for Buyers and any additional notices issued by Cheffins form the entire agreement between the parties. It is agreed that no party has entered into any contract pursuant to these terms in reliance on any representation, warranty or undertaking not expressly referred to in these documents (save in respect of liability for fraudulent misrepresentation).

18.10 These Conditions of Business, including the Information for Buyers and the Terms of Consignment for Sellers, and all transactions or disputes to which they relate, are governed by the laws of England and Wales. The Buyer and the Seller agree that the Courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising.