

Auction - Older Tractors & 4wd Vehicles to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 15/02/2021 5:00 PM GMT

Lot Title/Description

1500	Massey Ferguson 165 Tractor c/w 4 bolt pump Ser. No. 104523 C/C: 87019210
1501	Massey Ferguson 35 4cyl. 2wd Tractor C/C: 8701910
1502	Massey Ferguson 165 Tractor Ser. No. 540162 C/C: 87019310
1503	Massey Ferguson 240 Tractor C/C: 87019210
1505	Massey Ferguson 590 Tractor Reg. No. PKE 247R C/C: 87019310
1506	Massey Ferguson 165 Tractor Ser. No. 522960 C/C: 87019310
1507	Massey Ferguson 35 3cyl. 2wd Tractor C/C: 8701910
1508	Massey Ferguson 35X 2wd Tractor c/w 3cyl. Perkins engine, diff lock and multi power C/C: 87019210
1510	Massey Ferguson 1114 4wd Tractor C/C: 87019310
1512	Massey Ferguson 1080 2wd Tractor C/C: 87019310
1513	Massey Ferguson Tractor C/C: 87019310
1515	Massey Ferguson 178 Tractor c/w square axle, wet brakes Ser. No. 735371 C/C: 87019310
1516	Massey Ferguson Tractor C/C: 87019310
1517	Massey Ferguson 168 Tractor c/w square axle C/C: 87109310
1518	Massey Ferguson 575 Tractor c/w 3 gear stick C/C: 87019310
1519	Ferguson TEA Petrol Tractor c/w link box, original registration document Reg. No. 979 UYG C/C: 87019110
1520	Massey Ferguson 168 Tractor Ser. No. 250943 C/C: 87019310
1521	Massey Ferguson 165 Tractor c/w 4 bolt pump Ser. No. 119380 C/C: 87019310
1522	Massey Ferguson 165 Tractor c/w 248 engine Ser. No. 486910 Hours: 5128 C/C: 87019310
1523	Massey Ferguson 165 Tractor Ser. No. 353988 Hours: 2672 C/C: 87109310
1524	Massey Ferguson 165 Tractor c/w 4 bolt pump, square axle Ser. No. 110468
1526	Massey Ferguson 175 Tractor Ser. No. 703497 C/C: 87019310
1527	Massey Ferguson 50 2wd Tractor C/C: 87109310
1528	Massey Ferguson 165 Tractor c/w square axle Ser. No. 251058 Hours: 7183 C/C: 87019310
1529	Massey Ferguson 35 2wd Tractor C/C: 87019110
1530	Yellow Massey Ferguson Skid Unit 4cyl. engine C/C: 84089027
1531	Ford Skid Unit C/C: 84089027
1533	Massey Ferguson 165 Industrial Skid Unit C/C: 84089027
1534	Fordson Standard 2wd Tractor c/w Laimchbury winch Reg. No. FYB 929 C/C: 87019110
1535	Same Drago 4wd Tractor Ser. No. 4529 C/C: 87019310
1536	Belarus 862 4wd Tractor Ser. No. 805980 C/C: 87019310
1537	Zetor 7245 4wd Tractor Reg. No. D412 SHG Ser. No. 018906 C/C: 87019310
1538	Zetor 5340 4wd Tractor Reg. No. L457 KRM Ser. No. 001144 C/C: 87019310
1539	Zetor 2wd Tractor C/C: 87019310
1540	Belarus 250 2wd Tractor C/C: 87019210
1541	Zetor 4911 Tractor no registration documents C/C: 87019210
1542	International Tractor C/C: 87019210
1543	County Full Tracks 6cyl. Tractor 6 CXD conversion based on P50/55 Super Major type Ser. No. 10550 C/C: 87019310
1544	Fordson Super Major 2wd Tractor C/C: 87019310
1546	1974 Belarus Water Cooled 4wd Tractor c/w loader C/C: 87019310
1549	Massey Ferguson 3645 4wd Tractor C/C: 87019410
1557	Nuffield Universal 4 Tractor C/C: 87019310
1558	David Brown 880 Diesel Tractor C/C: 871094310
1559	David Brown 1200 4cyl Diesel Tractor C/C: 87019310
1563	John Deere 3040 Tractor C/C: 87019310
1564	Ford TW35 Tractor c/w bubble cab C/C: 87019410
1565	Ford 7600 Tractor C/C: 87109310
1566	Ford 5000 Tractor C/C: 87019310
1567	Case 2140 Tractor C/C: 87019210
1568	Ford 7610 Tractor C/C: 87019310

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1580	Porsche Allgaier A111 Single Cylinder Diesel Tractor C/C: 87019110
1581	Aktivist Diesel Tractor C/C: 87019110
1582	1961 Porsche 219 Diesel Tractor Ser. No. 219/3479 C/C: 87019110
1583	Allgaier A122 Diesel Tractor Ser. No. 122/370 C/C: 87019110
1584	Deutz D40 Diesel Tractor C/C: 87019110
1592	International FV285 Tractor Ser. No. 520462 C/C: 87019210
1593	1966 International 523 Tractor Ser. No. 376981 C/C: 87019210
1800	Vauxhall Corsa 1.2 Excite c/w registration documents and MOT certificate MOT: May 2021 Miles: approx 64,000 Reg. No. AV64 LHJ C/C: 87034090
1801	Man 18.224 Silent Plant Lorry c/w winch, full width hydraulic ramps, sprung drawbar, air ride on back c/w registration document MOT March 2021 Reg. No. P363 NOE C/C: 87042299
1802	Mercedes Benz Sprinter 2.1CDI 311 LWB MOT: 05/2021 Reg. No. YF08 FYA C/C: 87042199
1803	2007 Ford Ranger Pick Up c/w registration document Reg. No. AK07 UUB C/C: 87033290
1804	2003 BMW X5 c/w registration document Reg. No. VU53 GYC C/C: 87033390
1805	2000 Toyota Land Cruiser SWB Silver No MOT Reg. No. X875 WAB C/C: 87033390
1806	Volkswagon Passat 1.9 SE TDI 1 former keeper, 2no. Keys, c/w service book, registration documents in office Miles: 156,000 MOT: 26/10/2021 Reg. No. OE03 XKJ C/C: 87033290
1807	Sands Lowline 2000 24m Self Propelled Sprayer c/w registration document Reg. No. P205 ONG C/C: 84368090
1808	1994 Spray Ranger 4wd Low Ground Pressure Sprayer c/w LGP & rowcrop wheels Reg. No. M915 NKN C/C: 84368090
1809	Frazier Agri Buggy c/w Berthoud 12m sprayer & rowcrop wheels & tyres C/C: 84368090
1810	Bateman Hi-Lo 20m Sprayer c/w rowcrops, no registration documents Reg. No. E583 AOD Ser. No. 87122 C/C: 84244990
1811	Mercedes Sprinter Truck c/w 2.5 ton rear tipping body Reg. No. PF11 EUX C/C: 87042199
1812	Frazier Agribuggy 4D Turbo Self Propelled Sprayer c/w 24m aluminium booms, rowcrop and floatation wheels & tyres Reg. No. M372 FFH Hours: 6331 C/C: 84244990

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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 Business for the Auction. The information provided is for information only and does not constitute an offer or a contract. The Auctioneer's office is at the address below. All bidders must read and accept these terms and conditions prior to bidding. Our staff will be happy to help you if you need any further information.

1.2 Please refer to Clause 1 of the Conditions of Sale if you are unsure about the meaning of any of the terms used in these conditions.

1.3 Except where the context otherwise requires words denoting the singular include the plural and vice versa. Words denoting the singular include the plural and vice versa.

1.4 The Auctioneers may supplement or supersede these Conditions in whole or part with Special Conditions of Sale for any Lot which will be announced at the time of 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 of sale. The Buyer's Premium will be subject to a minimum charge of £2.50 plus VAT per Lot and to the conditions of sale.

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 to the Sale without giving any reason.

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 the Margin Scheme when VAT will not be added separately to the hammer price. Under the Margin Scheme, VAT will not be added separately to the hammer price. The Auctioneers may choose, entirely at their discretion, to apply either the Zero-rating or the Marginal Relief Scheme to any Lot. The only Lots which will be marked in the catalogue with either an 'M' or an 'A' and will not attract VAT. Prospective Purchasers should check with the Auctioneers before bidding if they are unsure in to which category any Lot falls. Full details of both the Margin Scheme and the Auctioneers' Margin Scheme can be found in the Conditions of Sale.

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4.2 The zero rating of items purchased is subject to the auctioneers receiving valid proof that the items have been removed from the UK within the required time limits. If acceptable evidence is not received within these time limits, VAT at the standard UK rate will become payable and will not be recoverable by the purchaser. Details of the evidence required and the time limits are available from the Auctioneer's office. A VAT Deposit equivalent to the UK standard rate of VAT will be taken entirely at the discretion of the Auctioneers. Once all the required evidence of removal from the UK has been received within the time limits, this Deposit will be returned to the Purchaser. If the evidence is not received on time or is insufficient, the VAT Deposit will be paid over to HMRC as VAT.

5.1 As agents for the Seller, the Auctioneers are primarily dependant on the information 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 value.

5.2 The Auctioneers accept bids from potential Buyers on the basis that the Buyers (or their advisors) have fully 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.

5.3 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 constitute a full description of condition. Photographs included in Auctioneers' sale catalogues or on the website, are not representative of the condition of any Lot.

5.4 All Lots are sold 'as seen' with all faults and errors of description. Purchasers should satisfy themselves prior to the sale 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, nor the Seller, shall be liable for any loss or damage to any Lot or to any person or property of any person arising out of or in connection with the sale of any Lot.

5.5 The Auctioneers' liability is limited to the amount of the purchase price of the Lot. The Auctioneers shall not be liable for any loss or damage to any Lot or to any person or property of any person arising out of or in connection with the sale of any Lot.

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contained in the Conditions of Sale. Neither the seller nor Cheffins as the Auctioneers, accept any responsibility for the condition of any Lot.

5.2 Certain machines could contain hazardous substances such as blue and white asbestos, dangerous chemicals and other hazardous substances which, if not handled correctly and 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

6. Bidding

6.1 Bidders are required to register on Cheffins on-line bidding platform and will be required to foreword. Lots will only be invoiced to the name and address on the Purchasers Registration Form and cannot be transferred to another name and address. Cheffins can only accept payment from the registered Bidder.

6.2 Commission Bids may be left online by a Bidder indicating the maximum amount to be bid (Exclusive of VAT by Buyers Payment of Commercial Duties (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 be liable to pay the commission on the sale. If for any reason the commission bid is not executed. If two bidders submit identical bids, the first bid to be received shall prevail.

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. 7.5 If an account remains unpaid and legal action is taken by the Auctioneers in order to obtain payment, the Auctioneers reserve the right to demand in full from the Buyer, all legal, professional and associated costs resulting from such action.

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

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

Debit Cards if Payment is made in person at the Machinery Saleground office or over the telephone.

Sold Lots can only be released to the Buyer on Cheffins' receipt of payment in full and cleared funds, of the invoice total which will be stated in the specific conditions of sale or

(Exclusive of VAT by Buyers Payment of Commercial Duties (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 be liable to pay the commission on the sale. If for any reason the commission bid is not executed. If two bidders submit identical bids, the first bid to be received shall prevail.

8. Export of Goods

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).

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.

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9. Collection and Storage

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 safety of any item 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.

13. Auctioneer's Right to Annul Sales
9.2 Collection of Lots is the Buyer's sole responsibility. Buyers will be required to produce proof of identity on collection of the Lot.

In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneer may, at their discretion, annul and withhold the sale of a Lot storage charge prior to collection

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.

10. Inspection of Goods

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 solely between the Buyer and the Seller for 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 Terms of Consignment for Sellers of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

11. Insurance

The Auctioneers are unable to provide insurance on any Lot in the sale. The Purchaser is responsible for arranging any insurance cover for the item before the time the item is successfully purchased on-line

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

1.3 The Seller agrees that all Lots will be offered for sale in accordance with Cheffins' Conditions of Business.

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

2. Definitions

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Unless otherwise stated, all defined terms have the same meaning in these Terms of

Consignment for Sellers as set out in the Conditions of Sale. In these Terms of Consignment for Sellers:

'Net Sale Proceeds' means the Hammer Price of the Lot sold (as received by Cheffins in full and held for Credit on the Buyer's behalf) less Seller's Commission, any duties, Sugar Beet or other taxes payable by the Seller to Cheffins in accordance with these Terms of Consignment.

'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 payable at the date of the sale together with any applicable VAT at the rates set out in these Terms of Consignment or as may otherwise be updated or agreed with Cheffins.

3. Seller's Authority

The Seller authorises Cheffins to act as agent on its behalf and to charge and receive commission from the Buyer at the standard rates set out in the Conditions of Business.

The Seller authorises Cheffins to deduct commission at the stated rate and all expenses incurred for the Seller's account from the Hammer Price, including but not limited to, catalogue and other reproductions and illustrations, any customs duties, licences, marketing, packing, shipping or storage costs, taxes, or bank charges plus an amount in respect of applicable VAT. The Seller consents to Cheffins' right to retain beneficially the premium paid by the Buyer in accordance with Cheffins' Conditions of Sale and any interest earned on the sale proceeds until the date of settlement to the Seller (subject always to payment by the Buyer)

4. Sellers Commission

4.1 Seller's Commission is charged at the following rates:

Class 1 items (as defined in 4.2 below): 5% of Hammer Price

Class 2 items (as defined in 4.2 below): 7.5% of Hammer Price

Class 3 items (as defined in 4.2 below): 5% of Hammer Price

Commissions will be subject to a minimum and maximum charge per Lot as follows:

Class 1 items: Minimum £50

Maximum £600

Class 2 items: Minimum £5

Maximum £600

Class 3 items: Minimum £50

Maximum £600

4.2 Definitions:

Class 1 items: Tractors, Excavators, Loading Shovels, Telescopic Handlers, Forklift Trucks, Bulldozers, Graders, The Buyer, Cheffins, Seller's Commission, any duties, Sugar Beet or other taxes payable by the Seller to Cheffins in accordance with these Terms of Consignment. Forage Harvesters and Self-Propelled Sprayers.

Class 2 items: All other items except Vehicles.

Class 3 items: Vehicles including all commercial, private, light goods and four wheel drives.

4.3 VAT at the standard rate will be charged on all charges except those detailed in 6.3 below.

5. Sellers Entry Fees

5.1 Entry Fees on all Lots sold, unsold and entered but not forward shall be charged at £10 per Lot.

Lots offered for the second and subsequent times will be charged at double the Entry Fee per Lot.

5.2 All electrical items will be subject to an additional charge of £2 per Lot to cover Portable Appliance Testing (PAT).

5.3 VAT at the standard rate will be charged on all charges except those detailed in 6.3 below.

6. Value Added Tax

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6.1 VAT at the standard UK rate will be added to the Hammer Price of all Lots unless the Lot is sold under either the Margin Scheme (including second-hand cars and other vehicles) or the Auctioneers' Scheme when VAT will not be added separately to the Hammer Price. The Auctioneers may choose, entirely at their discretion, to use one or both of these schemes in any Auction. The Seller is aware Sellers should not be allowed to alter the Auctioneers' description schemes are being used in any particular Auction and, if so, whether their item to be entered is eligible for Cheffins' scheme or the Margin Scheme. If the item is eligible for the Margin Scheme, the Vendor will be required to sign the declaration on the Entry Form to confirm that the item is eligible to be entered under one of the schemes. Sellers may elect for any of their eligible items to be included in the Auction under normal VAT rules if they wish. Lots included under one of these schemes will be marked in the catalogue with either an 'm' or an 'a'. The only other exception will be in the case of 'zero-rated' or 'exempt' items. Full details of the Margin Scheme and the Auctioneers' Scheme can be found on the HMRC website www.hmrc.gov.uk notices 718,718/1 and 718/2.

f) The Lot has been or will be lawfully imported and lawfully and permanently exported as required by the laws of any country in which it is or was located. Any required declarations upon the export and import of the Lot, including Notification of Vehicle Arrival (NOVA) declarations have been or will be properly made and any duties and taxes on the export and

6.2 VAT will be added to the Seller's Commission and Entry Fees and shown separately on all items sold under normal VAT rules or under the Margin Scheme. For items sold under the Auctioneers' Margin Scheme, VAT will be added and shown as an inclusive fee rather than showing separately and will not be recoverable.

g) The Seller has paid or will pay any applicable taxes and/or duties that may be due on the Purchase Price of the Lot;

6.3 Sellers living outside the UK but within the European Union and who are registered for VAT in their home state will not have VAT charged on their Seller's Commission and Entry Fees for items sold under normal VAT rules or under the Margin Scheme as long as they have supplied the Auctioneers with a valid VAT registration certificate from their home state and this is confirmed by the Auctioneers checking it against the Europa Website. VAT will be shown as an inclusive fee for Seller's Commission and Entry Fees on items sold under the Auctioneers' Margin Scheme.

i) Unless the Seller notifies Cheffins to the contrary, any electrical or mechanical goods or components are in a safe operating condition if reasonably used for the purpose for which they were designed, and are free from any defect not obvious on external inspection which

6.4 The VAT charged to the Buyer on the Hammer Price for items entered under normal VAT rules or under the Margin Scheme will be added to the Hammer Price. The Seller is aware that if an item is incomplete or damaged, the Seller will describe the item as 'incomplete'.

j) The Seller certifies the Lot is not subject to any hire purchase, lease, contract hire agreement or any other contract which would prevent the passing of good title to the Buyer.

6.5 Sellers from outside the European Union will not have VAT charged on their Seller's Commission and Entry Fee charges for items sold under normal VAT rules or under the Margin Scheme. VAT will be shown as an inclusive fee for Seller's Commission and Entry Fees on items sold under the Margin Scheme.

k) The Seller will notify Cheffins in writing if any Lot has been recorded by any insurance company as a 'write off' or has been subject to a major insurance claim

7. Sellers Warranties and Conditions

l) Where Cheffins reasonably believes that there may be a breach of any such warranty or representation, Cheffins is entitled in its sole discretion to rescind the sale.

m) Items for sale must be consigned to the Auction by any deadline as stated by Cheffins. All costs and expenses incurred for packing, shipping and delivery to Cheffins prior to sale

7.1 The Seller represents and warrants to Cheffins and to the Buyer that at all relevant times (including the time of consignment and at the time of sale);

- a) The Seller is the legal owner of the Lot consigned to Cheffins, or is fully authorised to sell the Lot on behalf of the legal owner of it;
- b) The Seller is able to and shall transfer possession to the Buyer good and marketable title to the Lot free from any third party rights, claims or potential claims;
- c) The Seller has provided Cheffins with all information concerning the provenance of the Lot and the Seller is fully aware of the condition of the Lot at the time of consignment and at the time of sale.

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employees and the Buyer against any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations.

8.2 The Seller's representations, undertakings and indemnities will survive completion of the sale of the Lot.

9. Valuation Estimates and Descriptions

9.1 Any valuation estimates given by Cheffins are honestly held opinions and are only an indication of the opinion of the Seller. The Seller is not responsible for any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations. Estimates may be revised at any time prior to sale at Cheffins' sole discretion.

9.2 Cheffins may, at its sole discretion, consult with or refer any Lot to a third party for further information or to a third party expert in relation to any Lot.

9.3 Subject to the limitations and exclusions set out in these Terms of Consignment, Cheffins shall not be liable for any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations, consistent with its role as Auctioneers.

9.4 All Lots are sold 'as seen' with all faults and errors of description. Purchasers should satisfy themselves prior to the sale 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 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.

9.5 Lots may be included in a sale at Cheffins' sole discretion, including how the Lot is described in the sale catalogue and any marketing of the Lot.

10. Illustrations

10.1 Lots may be illustrated in the printed sale catalogue, on the website catalogue and on the internet bidding platform website at Cheffins' sole discretion and such illustrations are for identification purposes only.

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10.2 The copyright in respect of such illustrations shall be the property of Cheffins, as is the text of the catalogue. The Seller indemnifies Cheffins against any copyright infringement for any illustrations provided by them.

11. Limitation of Liability and Exclusions

11.1 Cheffins is dependent on information from the Seller and is not responsible for any

11.2 Cheffins is not liable for any acts or omissions arising from the conduct of auctions or in relation to the sale of any Lot or for any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations.

11.3 Unless otherwise agreed by the Auctioneers in writing, Cheffins total Liability in respect of any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations, ('collectively Liability') shall be limited to the Net Sale Proceeds of the relevant Lot and they shall have no liability for

a) any loss of profit, or b) any indirect loss or damage.

11.4 The conditions under which the Seller engages Cheffins shall be between the Seller and Cheffins alone and it shall be a condition of the contract that the Seller shall not, in any circumstances, make a claim against any Partner, employee, agent or other representative of Cheffins in connection with the contract or the services that Cheffins provide or agree to

11.5 However, Cheffins do not limit a) their Liability in negligence for death or personal injury, or b) their Liability for fraud, reckless disregard of their professional obligations or otherwise, insofar as their Liability cannot be limited.

12. Reserves

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12.1 Lots may be offered for sale subject to a reserve to be agreed between Cheffins and the Seller prior to the sale, that is, the minimum Hammer Price at which that Lot may be sold. A reserve once set cannot be changed except with Cheffins' consent. Reserves must be reasonable and Cheffins may decline to offer goods which, in its opinion, would be subject to an unreasonably high reserve.

12.2 Cheffins shall in no circumstances be liable if bids are not received to the level of the reserve. If Cheffins, in its opinion, is satisfied that the reserve is not met, Cheffins pays the Seller the sale proceeds it would have received if the Lot had sold for the reserve.

12.3 All reserve prices must be set out in writing by the Seller and delivered to the Auctioneers office at least 24 hours prior to the sale commencing otherwise no responsibility can be accepted by the Auctioneers for any error in respect of reserve prices.

13. Post Sale

Following the sale, the Seller will be liable to pay Cheffins the Seller's Commission and any other expenses incurred by Cheffins in connection with the sale. The Seller will be deducted from the payment of the Hammer Price received from the Buyer.

14. Payment to Seller

14.1 After the sale of the Seller's property, settlement of the Net Sale Price due to the Seller shall be made to the Seller by Cheffins in full and cleared funds from the Buyer. In the event the Buyer has not paid for the Lot, at the sole discretion of the Auctioneers, no settlement will be made to the Seller until payment is received.

14.2 Cheffins may take the Seller's instructions regarding recovery of payment, subject to the Conditions of Sale. Cheffins is under no obligation to investigate the ability of any Bidder to pay for purchased Lots or to pursue any Buyer for non-payment.

Lot Title/Description

14.3 The Seller agrees to inform Cheffins of any action which it chooses to take against a Buyer in order

14.4 Any interest earned on Seller's monies will be retained by the Auctioneers.

14.5 Cheffins may, at its discretion, take any action which it chooses to take against a Buyer in order to protect its interests. If Cheffins Seller has stated on the Entry Form that a V5 Registration Document is supplied and whereupon the said document is not delivered to the Auctioneers at the time of sale, Cheffins shall not pay over the Net Sale Proceeds to the Seller until such time as the Seller has delivered the V5 Registration Document to the Auctioneers.

14.6 The Auctioneers reserve the right to annul and cancel any sale where the Seller has stated on the Entry Form that the V5 Registration Document is supplied and whereupon the said document is not delivered to the Auctioneers at the time of sale. The Auctioneers reserve the right to apply for a duplicate V5 Registration Document, if one is available, and to charge the Seller the D.V.L.A. fee for such a duplicate together with an administration fee equivalent to 30% plus VAT of the D.V.L.A. charge. Where the Seller does not state the V5 Registration Document is supplied, these charges do not apply. All the costs due to Cheffins from the Seller will be responsible for the cost of any transport incurred in the Lot(s) being transferred to or from the sale site or any other agreed location.

15. Loss and Damage of Property

15.1 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of any loss or damage whatsoever to any property, real or personal, including all Lots which remain at the Seller's risk until the risk passes to the Buyer in accordance with

15.2 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of personal injury to or death of any person arising out of or in the course of or caused by the

15.3 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of personal injury to or death of any person arising out of or in the course of or caused by the

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15.3 Any Bidder or Buyer who damages a Lot, whether intentionally or negligently, will be held liable for all resulting damage and will pay or reimburse the Auctioneers in full to rectify the same.

17. Transport and Storage

15.4 Upon the fall of the hammer the Buyer will be solely responsible for the Lot standing in the sale site.

17.1 The Seller is solely responsible for packing and delivery of their property to Cheffins prior to sale, and for collection in the event the property is unsold. Cheffins may agree with the Seller to arrange for a third party shipper at the Seller's expense. Any expenses incurred

15.5 Sellers and Buyers do not, in any event, have the right to claim for loss or damage to property unless Cheffins is in a position to accept liability for loss or damage to the property of Seller's property will be chargeable to the Seller.

16. Unsold and Withdrawn Items

17.2 Cheffins is not liable for any loss or damage to any property caused by any third party in relation to handling, packing, transport or storage.

16.1 In the event that a Lot remains unsold at auction, the Seller authorises Cheffins, at its discretion, to negotiate a sale by Private Treaty following the auction. The charges and expenses as set out in these Terms of Consignment for Sellers will be payable by the Seller as if such Lot had been sold at auction. If a Lot is sold by Private Treaty, the conditions of this Auction apply to any such Private Treaty sale. The Auctioneers reserve the right to sell such Lot(s) at the reserve price or at such other price as may be agreed with the Seller. Any Lot sold within 14 days of the day it was last sold or offered for sale, will be deemed to have been abandoned and the Auctioneers will be entitled to dispose of such abandoned Lot(s) at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the Auctioneers.

16.2 If an item is unsold it may, with the Seller's consent, be re-offered at a future auction. The Conditions of Business shall be applicable to any items re-consigned for sale. Where, in Cheffins' opinion, an item is unsaleable, the Seller must collect such items from the sale site promptly on being so informed and in any event within 14 days of such notification.

18. Auctioneers Right to Annul Sales

16.3 Alternatively, unsold items may be collected by the Seller within 14 days of the sale in which the Lot was last entered, subject to payment by the Seller of any expenses due to Cheffins.

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

16.4 Cheffins may, at its absolute discretion, withdraw an item from sale if it reasonably believes that the warranties given by the Seller under the Conditions of Business in relation to that item may be breached, or if they become aware of an actual breach of the warranties in relation to that item. Cheffins will notify the Seller if the Seller's property is withdrawn from sale. The Seller must collect its property promptly on being so informed and in any event within 10 days of such notification.

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

16.5 For the avoidance of doubt, unsold and withdrawn Lots will not be released to the Seller until all expenses due to the Auctioneers under the Conditions of Consignment for Sellers, have been paid in full to Cheffins by the Seller.

1. Definitions

In these Conditions:

16.6 All Lots brought to the sale site must be offered for sale by auction and must not be sold privately before the sale. In the event that any private transactions take place following a sale whilst the Lot(s) remain on the sale site, they must be notified to the Auctioneers. Such transactions must be entered as Cheffins of the Lot(s) by the Auctioneers, as appropriate.

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'Bidder' means the person considering, making or attempting to make a bid on a Lot, in person or by proxy at the time of, or in advance of, the Buyer.

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

3.2 The Bidder with the highest bid accepted by the Auctioneer conducting the sale shall be the Buyer at the Hammer Price.

'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.

3.3 Bidders shall be deemed to act as principals and require Cheffins' written consent at the

'Deliberate Forgery' means an imitation made with the intention of deceiving as to make, model or description of a Lot, which is not as described in the catalogue description. Bidder is a principal and jointly and severally liable for their bid and jointly and severally liable with their principal if bidding as agent (whether or not Cheffins has consented to the Bidder acting as agent).

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

3.4 Lots will only be invoiced to the name and address of the Bidder on the Bidder

'Hammer Price' means the highest bid reached (at or above any reserve) and accepted by the Auctioneer. Payment of the Hammer Price and any additional charges payable by a Buyer in accordance with these Conditions of Business.

'Lots' means all machinery and other items sold or intended to be sold in accordance with these conditions.

3.5 The Auctioneers and/or the Seller reserve the right to fix a Reserve Price for any Lot and

'Net Sale Proceeds' means the Hammer Price of the Lot sold (as received by Cheffins in full and net of all taxes and expenses payable by the Seller to Cheffins in accordance with the Terms of Consignment for Sellers).

Some Lots will therefore be offered subject to a Reserve Price agreed between Cheffins and the Seller. The Reserve Price shall be no higher than the low pre-sale estimate,

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

3.6 Cheffins expressly reserves the right to bid on behalf of the Seller up to the amount of any

'Seller' means the legal owner of the Lot offering it for sale, including their agents, executors or personal representatives. The Auctioneers has the discretion to refuse any bid from any Bidder without giving any reason, and to withdraw or re-offer any Lot if the Auctioneer believes there has been an

'Seller's Commission' means the commission payable by the Seller to Cheffins in relation to the sale of a Lot, which is consigned by him to the Auctioneers, together with any applicable VAT at the rates set out in the Terms of Consignment for Sellers (as amended from time to time).

The Seller accepts full responsibility for the Lot and shall be liable to pay the Commission to Cheffins.

'Terms of Consignment for Sellers' means the stipulated terms and rates of commission on which the Seller consigns the Lot to the Auctioneers, together with any applicable VAT at the rates set out in the Terms of Consignment for Sellers.

The Seller may at any time withdraw any Lot at any time before the sale of such Lot.

'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.

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

The singular includes the plural and vice versa as appropriate.

Cheffins bidding increments may be:

2. Inspection of Lots

All Lots are sold 'as seen' with all faults and errors of description. Purchasers should satisfy themselves prior to the sale 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.

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

3. Bidding

3.1 Bidders are required to register their details before bidding and to supply any information or references required by Cheffins before the auction in which they intend to bid or before 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

Range	Increment
£200 - £500	£20
£1000 - £2000	£100
£2000 - £5000	£200

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£10000 - £20000 £1000

Cheffins is not bound to implement any of the above increments

3.9 No person may advance less at a bid than a sum to be named from time to time by the Auctioneer

3.10 Bids shall be made exclusive of any VAT or Buyers Premium which may apply.

3.11 Cheffins' knowledge in relation to any Lot is dependent on information provided by the Seller. All Lots purchased are sold as they are and the Buyer acknowledges this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lots on which they bid.

3.12 Each Lot offered for sale at Cheffins is available for inspection by Bidders prior to the auction. Bidders (and/or independent advisors acting on the Bidder's behalf) have fully inspected the Lot prior to bidding and 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.

3.13 Sale catalogues, catalogue illustrations and condition reports are for information purposes only and do not necessarily convey the full information regarding any Lot. Information provided to Bidders or their advisors prior to the sale in respect of any Lot, whether written or oral, 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. Cheffins is not 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, execute bids on the Bidder's behalf by commission bid. Where applicable, if two Bidders submit identical bids, the Auctioneer will endeavour to ensure the first bid received has priority.

4.2 In some auctions the Bidder can register, not less than 24 hours prior to the auction beginning, to bid during the auction by telephone or online. Prospective Bidders should check 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 execute any instructions to bid for any reason, including but not limited to technical failures of 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 items upon which VAT is due. It will also be charged and shown separately on the Buyer's Premium on these Lots which will be identified in the Auctioneer's catalogue with a symbol 'v' and an explanation of 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'. VAT will be charged on the Buyer's Premium but will be shown as an inclusive amount and will not be recoverable. The sale of zero rated Lots will be identified in the Auctioneers catalogue by the symbol 'z'.

Lot Title/Description

5.3 Sellers of Lots entered under either the 'Margin Scheme' (including second-hand cars) or the 'Auctioneers Margin Scheme' will be liable for VAT on the Hammer Price.

Input VAT could not, has not and will not be reclaimed against these items. VAT charged on the Seller's Commission and Entry Fees will be shown separately in respect of Lots entered under the 'Margin Scheme' and inclusive in respect of Lots entered under the 'Auctioneers Margin Scheme'. Zero rated Lots will be treated in the same way as 'Margin Scheme' Lots.

6. Payment

6.1 All Lots purchased must be paid for within 1 week of the date 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 date of the Auction by the Buyer.

6.3 All Lots purchased by 'Private Treaty' must be paid for within 1 week of the sale being agreed.

6.4 Any sum owing from the Buyer to Cheffins on any account whatever without regard to any directions of the Buyer, whether express or implied.

6.5 If the Buyer purchases a Lot on credit, Cheffins is required to release the Lot to the Buyer for collection until payment of the Purchase Price and any additional charges to the Buyer (as set out in writing which the Buyer becomes liable to pay the Purchase Price.

6.6 If an account remains unpaid and legal action is taken by the Auctioneers, the Auctioneers reserve the right to demand in full from the Buyer all legal and professional fees owing from the Buyer.

6.7 The full invoice amount(s) must be paid in full before any individual Lot is released for collection during the auction by telephone or online. Prospective Bidders should check with the Auctioneers whether this service is available for any auction.

7. Remedies for Non Payment

7.1 If any Lot is not paid for in full and collected in accordance with these Conditions or if there is any other breach of these Conditions, 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:

a. To resell the Lot (by auction or private treaty) with reserves at Cheffins' sole discretion.

b. To retain the Lot for its own use.

c. To resell the Lot (by auction or private treaty) with reserves at Cheffins' sole discretion.

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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 representations or warranties as to whether any Lot is or is not subject to export or import restrictions. The denial of any licence permit shall not entitle the Buyer to cancel the sale contract or delay payment to the Buyer.

12. Entry to the Sale Site

12.1 Any person entering a Sale Site does so entirely at their own risk. No person shall have any liability against the Auctioneers, their agents or employees for any injuries sustained nor for any damages to or loss of property which may occur from any cause whatsoever.

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

12.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) into a sale and that giving reasons by any person.

12.4 Anyone attending who damages a Lot, whether intentionally or negligently, will be held liable for the same.

12.5 Sellers and Buyers do not, in any event, have the right to claim for loss or damage to property under Cheffins' insurance policy.

13. Data Protection

13.1 Cheffins will request and use personal information from clients in connection with the business administration, marketing, the supply of client services, or as required by law, and may be disclosed to third parties for the purposes stated in clause 13.1. Cheffins will not use sensitive information for any other purpose without the client's express consent.

13.2 Clients agree that Cheffins may use their information for the purposes stated in clause 13.1. Cheffins will not use sensitive information for any other purpose without the client's express consent.

13.3 Some countries do not offer equivalent legal protection of personal information to that offered in the United Kingdom. Cheffins may disclose personal information to third parties in countries without equivalent protection of confidentiality of its clients' information and provide the same level of protection for clients' information as provided in the United Kingdom, where the relevant provisions may be deemed to have full force and effect.

13.4 Clients should note that telephone calls to Cheffins relating to auction bids may be recorded for the purposes of these Conditions of Business.

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, on sale and the terms of any signage for Sellers and Buyers. Auctioneers nor its employees or agents shall incur liability for death or personal injury (except in so far as may be required by law) arising out of or in connection with the premises or the activities of 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).

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.

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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.

18.1 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

18.3 Sellers and Buyers do not, in any event, have the right to claim for loss or damage to property under Cheffins' insurance policy.

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 in writing from Cheffins to 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 effect on the full force and effect of these Conditions of Business.

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 and Terms of Contract apply to all Sellers and Buyers.

18.10 The Conditions of Sale and Terms of Contract apply to all Sellers and Buyers.

18.11 The Conditions of Sale and Terms of Contract apply to all Sellers and Buyers.

18.12 The Conditions of Sale and Terms of Contract apply to all Sellers and Buyers.

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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.