

# Auction - ATV's, RTV's, Horticultural Equipment to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 14/04/2021 10:00 AM BST

Lot Title/Description

6000	Grass Go Kart c/w Honda engine 6.5hp
6001	Kawasaki KLF 300 4x4 Quad Bike C/C: 87034090
6003	Iseki SXG19 Ride on Mower c/w high tip collector, 48in cut Reg. No. EU09 OLM
6004	Ransomes Highway 3 Mower c/w service history, registration documents Hours: approx 750 Reg. No. LK65 GAU
6005	2015 Kubota G26-II Diesel High Tip Mower c/w 54in cut deck Hours: 668 Ser. No. G26-3 60369 C/C: 84331151
6006	2012 Kubota GR 2120 Glide Steer Diesel Ride on Mower c/w 48in cut Hours: 542 Ser. No. 12368 C/C: 84331151
6007	2015 Stiga Park Pro 340IX 4wd Out Front Mulching Mower c/w power steering, 105 combi electric height adjustment mulching deck Ser. No. 151125018Z C/C: 84331151
6008	Iseki SG153 Diesel Hydrostatic Ride on Collection Mower C/C: 84331151
6009	New Holland TZ24D Diesel Sub Compact Tractor c/w 54in cut deck & MATEV collector, registration documents Hours: 1078 Reg. No. HF10 FLZ Ser. No. ZANXB9004 C/C: 84331151
6010	2014 John Deere 855D XUV Gator C/C: 87034090
6011	Ransome TG4650 PTO Driven 7 Gang Towed Cylinder Mower Set
6012	Toro Ground Pro 2000 Diesel Ride on Cylinder Mower. Direct from a deceased estate. Hours: 712
6013	Ransomes Highway 3 Mower c/w registration documents and service history Hours: approx 2650 Reg. No. AY10 AEF
6014	Ransomes Commander 3520 5 Gang Sports Turf Mower C/C: 84331151
6015	Hayter LT3340 Mower c/w registration documents and service history Hours: approx 2075 Reg. No. LK60 HND
6016	Toro 3100D Diesel Ride on Triple Cylinder
6017	Hayter LT322 Mower c/w registration documents and service history Hours: approx 2775 Reg. No. EU59 BXV
6018	Husqvarna Rider 16 Ride on Mower
6019	John Deere 1545 Ride on Out Front Trimax Flail Mower c/w registration documents Reg. No. NG63 KRD
6020	Muck Truck C/C: 87041010
6021	Kubota G1700 HST Ride on Mower c/w 3cyl. Diesel C/C: 84331151
6022	2015 Husqvarna R320 AWD Ride on Mower
6023	Ransomes Parkway 3 Ride on Mower Reg. No. NK13 CTF C/C: 84331151
6024	Stiga Villa Royal Ride on Mower
6025	Iseki SXG19 Ride on Mower c/w high tip collector, 48in cut Reg. No. EU09 OLN
6026	Mountfield 1430 M Ride on Mower
6027	Cub Cadet CC717HG Ride on Lawnmower UNRESERVED LOT
6028	Stiga Park Ride on Mower
6029	Stiga 1066HQ Ride on Mower C/C: 84331151
6030	John Deere CX188 c/w 48in deck
6031	Husqvarna Mower
6032	John Deere 3235C Fairway Mower c/w service history, registration documents Hours: approx 820 Reg. No. KE07 EOP
6033	Toro HMR1600 Ride on Mower
6034	John Deere L107 c/w 48in deck
6035	Atco Rider 27H Ride on Lawnmower C/C: 84331151
6036	Pesticide Trailer C/C: 87163980
6037	SEP 10hp 24in Rotavator for Front Mower c/w plough, ridger & steel wheels C/C: 84322950
6038	Allen Oxford Villiers Engine restoration project
6039	Dennis Box Paragon Mower c/w Villiers engine, no grass box restoration project

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6040	Toro Triple Mower restoration project
6041	John Deere SRX 75 Ride on Lawnmower C/C: 84331151
6042	Pattison Pedestrian Aerator c/w Honda 5.0hp engine
6043	Atco Villiers Rotary Out Front Mower restoration project
6044	Atco Cylinder 12in Mower no box restoration project
6045	Ransomes Certes MK12 c/w box restoration project
6046	Howard Rotavator c/w Kubota engine
6047	Weeding Technologies Ltd Foamstream M600 c/w wrap-around water tank, standard lance Ser. No. M600-024
6048	Weeding Technologies Ltd Foamstream M1200 c/w 780ltr water tank, standard lance Ser. No. M1200-135
6050	Ransomes 2250 Plus Ride on Mower C/C: 84331151
6051	Hayter Condor Pedestrian Rough Cut Mower
6052	Dennis Guilford 36in Box Mower restoration project
6053	Allen Oxford Villiers Engine c/w Ino. tyre restoration project
6054	Dennis Box Paragon Mower c/w Villiers engine, 24in grass box restoration project
6055	1960's Hayter 26in Mower restoration project
6056	Atco Cylinder 14in Mower no box restoration project
6057	Wolseley Merry Tiller Rotavator restoration project
6058	Howard Bantam Rotavator restoration project
6059	Westwood S1400 Ride on Mower C/C: 84331151
6060	Barford Atom 15in Rotavator restoration project
6061	Hayter MK1 Pedestrian Rotary Mower
6062	Honda HRB425 Pedestrian Rotary Mower
6063	Finishing Mower for compact UNRESERVED LOT
6064	Wessex Flail for out front mower UNRESERVED LOT
6065	Woodchipper UNRESERVED LOT C/C: 84306900
6066	Amazone Flail Collector Mower for compact tractor
6068	2006 Bandit HH19 Self Propelled Stump Grinder
6069	John Deere 900 Triple Cylinder Mower c/w registration documents Reg. No. GN08 GXF
6070	Greencare Spiker
6071	Atco Lawnmower
6072	Charterhouse Extreme Clean XTC1800 Tractor Mounted Synthetic Pitch Infill Brush
6073	John Deere 955 4x4 Compact Tractor
6074	BCS Garden Rotavator C/C: 84322950
6075	Hayter LT324 Mower c/w service history, registration documents Hours: approx 200 Reg. No. EU59 BYM
6076	Rotavator GMT5 C/C: 84322950
6077	Lely 1.5m Compact Power Harrow c/w crumbler roller, parts missing UNRESERVED LOT C/C: 84322930
6078	Push Reed Ripper restoration project
6079	Countax C600H Ride on Mower c/w collector
6080	Diesel Woodchipper c/w manual in upstairs office C/C: 84306900
6081	Stiga Park Plus Ride on Mower 110cm deck
6082	Cambridge Roll for Compact Tractor C/C: 84328000
6083	Etisa Hydro 100 Ride on Mower c/w collector
6084	Mountfield S461RPD Rotary Roller Mower
6085	Jacobsen HR5111 4wd Wide Area Rotary Mower c/w Kubota 2203 4cyl. diesel engine C/C: 84331151
6086	Heavy Towable 3ft Garden Roller
6088	Lister Power Washer C/C: 84243090
6089	Qty of Rotary Mowers
6090	Qty of Workshop Shelves C/C: 94032099
6091	Ransomes Highway 3 c/w service history and registration documents Hours: approx 860 Reg. No. AU60 CRF
6092	Qty of Workshop Shelves C/C: 94032099
6093	Iseki 2350 SXG22 c/w service history in upstairs office Hours: approx 2350
6094	Rough Terrain Pallet Truck C/C: 84279000
6095	Verti-Clean Linkage Mounted Synthetic Surface Cleaner UNRESERVED LOT
6097	Compact Tractor Flail Mower
6098	Petrol Engine Driven Wood Chipper C/C: 84306900

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6099	Kuhn 4-5ft Rotavator c/w spare set of blades
6100	Mobile Hydraulic Engine Crane Lift C/C: 84269110
6101	AS 531 Motor Vario Pedestrian Mower
6102	Hydraulic Hand Pump Crane C/C: 84269110
6103	AS 531 Motor Vario Pedestrian Mower
6104	AS 531 Motor Vario Pedestrian Mower
6106	Damp Course Injection Pump
6107	Electric Dryer Blower Fan Unit
6108	Toro 22188TE 21in Pedestrian Mower
6109	Honda HRG536SK Pedestrian Mower
6110	John Deere JS63V Pedestrian Mower
6112	Workshop Shelves
6113	Workshop Shelves
6114	Pallet Truck C/C: 84279000
6115	5no. Rubbish Shutes
6116	Large Arc Welder
6117	Large Sand Blaster
6118	Stillage of Water Pipe Fittings C/C: 73269098
6119	Small Sand Blaster
6120	Hand Press
6121	Hydraulic Test Rig
6122	Pallet of Safety Cargo Nets C/C: 56081930
6123	Pr. of Farm Gates 10ft UNRESERVED LOT
6124	Concrete Water Trough UNRESERVED LOT
6126	Alloy Podium Stand
6128	Extendable Triple Ladder C/C: 73269030
6129	Workbench UNRESERVED LOT
6130	2no. Orion Oil Units UNRESERVED LOT
6131	Workbench c/w vice UNRESERVED LOT
6132	Gas Bottle Cage UNRESERVED LOT
6133	Oil Tank UNRESERVED LOT
6134	2no. Tables UNRESERVED LOT
6135	Steps UNRESERVED LOT
6136	Workbench UNRESERVED LOT
6137	Shelves UNRESERVED LOT
6138	Paper Dispenser UNRESERVED LOT
6139	Workbench on Wheels UNRESERVED LOT
6140	Workbench c/w vice UNRESERVED LOT
6141	2no. Pallets of Silage Wrap 750mm, black UNRESERVED LOT
6142	Double Aluminium Ladder
6144	Calf Creep Feeder
6146	4no. Horse Partitions for Lorry
6148	Bunded Diesel Tank 2000ltr
6150	3no. Hormmann 7ftx7ft Electric Garage Doors
6152	Kingspan 1125ltr Single Skin Plastic Kerosene Tank
6154	Kingspan 1385ltr Single Skin Plastic Kerosene Tank
6155	7no. Fenland Brewery Barrels UNRESERVED LOT
6156	250gallon Plastic Black Tank UNRESERVED LOT
6158	Cattle Crush
6160	Black Plastic Tank 5000ltr
6162	Pallet of Air Hoses C/C: 40091100
6164	10ftx8ft Trolley on Wheels
6165	Atlas Capco Fish Pond or Tank Airator c/w airlet leg, pumps, 3 phase UNRESERVED LOT
6166	Atlas Capco Fish Pond Tank Airator c/w airlet leg UNRESERVED LOT
6167	Vortexes GRP for Cleaning Fish Tanks UNRESERVED LOT
6168	Bunded Diesel Tank c/w hose & gun C/C: 73090030
6172	2no. Steel RSJ Gate Posts C/C: 73269098
6176	Control Box 4 Relay Box
6178	Muck Conveyor C/C: 84283300
6179	Clipper Floor Saw C/C: 84672290
6180	Southco Mini Ship Lift Ram Assembly C/C: 84129080
6186	W J Horrold Ltd Towable Pitch Pot
6188	Simex PLB 300 Patch Planer
6190	2no. Air Pneumatic Air Drills Heavy Duty C/C: 84671900
6196	Metal Tank C/C: 73090030
6198	20ftx5ft Metal Bench for cutting plants
6201	Galvanised Sheep Feeder
6202	Diesel Plaster Paddle Mixer C/C: 84743100
6206	Makita HM1810 Electric Heavy Breaker
6208	Honda Power Float C/C: 84741000
6210	Wacker Upright Rammer C/C: 84306100
6214	Concrete Mixer c/w lister engine C/C: 84743100
6216	Air Floor Scabbler C/C: 8430690

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6218	Wacker Compaction Plate
6220	Diesel Vib Unit & Poker C/C: 84306100
6222	Emulsion Tar Sprayer C/C: 84242000
6224	Wacker Electric Poker
6225	Clipper CSB1 Self Propelled 24in Floor Saw C/C: 84672290
6226	Patching Burning
6227	Dehumidifier
6228	Dolmar Floor Saw C/C: 84672290
6229	Dehumidifier
6230	Worsop Floor Saw C/C: 84672290
6232	Paver Block Splitter C/C: 84659600
6234	Clipper Honda Saw Bench C/C: 84659120
6236	Pipe Bender
6238	Belle Screed Drive Unit C/C: 84741000
6240	Concrete Screed Power Float C/C: 84741000
6242	Truck Crane 200kg Lift C/C: 84269110
6244	Large Pipe Bending Machine
6246	Sanderson 200m Cement Mixer
6248	Bunded Oil Tank 5000ltr
6251	Herras Fence Gates and a Pedestrian Gate
6254	Workshop Racking C/C: 94032080
6303	Qty of Circa 15ft approx Corrugated Steel Sheets C/C: 73089059
6304	Qty of Circa 15ft approx Corrugated Steel Sheets C/C: 73089059
6305	Qty of Circa 15ft (approx) Corrugated Steel Sheets C/C: 73089059
6307	Qty of Circa 15ft (approx) Corrugated Steel Sheets C/C: 73089059

# Auction - ATV's, RTV's, Horticultural Equipment to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 14/04/2021 10:00 AM BST

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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 Terms of Consignment for Sellers, which are readily available for inspection on our web-site ([www.cheffins.co.uk](http://www.cheffins.co.uk)) and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if

1.2 Please refer to Clause 1 of the Conditions of Sale if you are unsure about the meaning of any

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

1.4 The Auctioneers may supplement or supersede these Conditions in whole or part with Special

#### 2. Buyers Premium

2.1 All purchases will be subject to a buyer's premium as stated in the foreword or special conditions. The Buyer's Premium will be subject to a minimum charge of £2.50 plus VAT per Lot and to the

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

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 of VAT which cannot be reclaimed as input tax. The Auctioneers may choose, entirely at their discretion, under one of these schemes will be marked in the catalogue with either an 'M' or an 'A'. The items which will be marked in the catalogue 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 in to which category any Lot falls. Full details of both the Margin Scheme and the Auctioneers' Margin Scheme can be found

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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 EU member state 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, whether or not such loss or damage is caused by the Auctioneers or the Seller, and the Auctioneers and the Seller shall not be liable for any loss or damage to any Lot, whether or not such loss or damage is caused by the Auctioneers or the Seller, and the Auctioneers and the Seller shall not be liable for any loss or damage to any Lot, whether or not such loss or damage is caused by the Auctioneers or the Seller.

5.5 The Auctioneers and the Seller shall not be liable for any loss or damage to any Lot, whether or not such loss or damage is caused by the Auctioneers or the Seller, and the Auctioneers and the Seller shall not be liable for any loss or damage to any Lot, whether or not such loss or damage is caused by the Auctioneers or the Seller.

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5.7 The Auctioneers and the Seller shall not be liable for any loss or damage to any Lot, whether or not such loss or damage is caused by the Auctioneers or the Seller, and the Auctioneers and the Seller shall not be liable for any loss or damage to any Lot, whether or not such loss or damage is caused by the Auctioneers or the Seller.

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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 Auctioneers bid. The Bidder will be liable to pay the 18% Auctioneers commission on the purchase price 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 Auctioneers bid. The Bidder will be liable to pay the 18% Auctioneers commission on the purchase price 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 withdraw the sale of any 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 at 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 allocate the Auction lots if either of description schemes are being used in any particular Auction and, if so, whether their item to be entered is eligible for Cheffins in order to be sold (in which case it is 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 is borne by the Buyer. Sellers in the UK who are registered for VAT and who are not 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.

obvious from an external inspection 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 Auctioneers' Margin Scheme.

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. The Seller warrants to Cheffins and to the Buyer that the Seller has provided Cheffins with all information concerning the provenance of the Lot.

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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 in connection with the sale of any Lot.

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.

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

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 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.

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

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.

14.6 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 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

### 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.

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 the Conditions of Sale.

14.2 Cheffins may take the Seller's instructions regarding recovery of payment, subject to the Condition 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.

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 sale of any Lot.

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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 in its capacity 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. As a condition of sale, where appropriate, the Conditions of Business applicable 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 they may determine. Any Lot not sold at auction, or which is withdrawn from 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 relation to, 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. The Auctioneer shall be deemed to have accepted the highest bid and the Bidder shall be deemed to have accepted payment for the Lot from the registered Bidder.

**'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 the 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 the Seller to Cheffins at the date of the sale 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 deemed to have accepted the Lot through the Auctioneer.

**'Terms of Consignment for Sellers'** means the stipulated terms and rates of commission on which the Seller consigns the Lot to Cheffins, as set out in the Conditions of Business.

any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time

**'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

Range Increment

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.

£200 - £500 £20

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.

£1000 - £2000 £100

## 3. Bidding

£2000 - £5000 £200

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

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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. These Lots will be identified in the Auctioneers catalogue by the symbol 'm' or 'a'. The same rule will apply to any zero rated Lots which will be identified in the Auctioneers catalogue by the symbol 'z'.

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

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 through the on-line bidding platform must be paid for within 1 week of the fall of the Auctioneer's hammer.

6.2 All Lots purchased through the on-line bidding platform must be paid for within 1 week of the fall of the Auctioneer's hammer.

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

6.4 Any amount payable by the Buyer to Cheffins in respect of 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, the Buyer must pay the Purchase Price of the Lot in full and cleared funds. Cheffins will not release any Lot to the Buyer for collection until payment of the Purchase Price and any additional charges to the Buyer (as set out in the invoice) is received.

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 to Cheffins.

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

6.8 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. The sale of the Lot will be identified in the Auctioneers catalogue by the symbol 'r'.

b. To retain the Lot (by auction or private treaty) with reserves at Cheffins' sole discretion. The sale of the Lot will be identified in the Auctioneers catalogue by the symbol 'b'.

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

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discretion. The Buyer shall be responsible for payment of any resulting shortfall in the total amount due (after crediting any part payment and adding any resale costs).

d. To remove, store and insure the Lot at the Buyer's sole risk and expense and, in the case of a Subject to paragraph 9.1, promise in the Conditions otherwise, the right to charge the Buyer's interest in the Lot at the prevailing base rate set at the time by the Bank of England for any unpaid account or part thereof.

f. To retain the Lot or any other Lot sold to the Buyer until the Buyer pays the total amount due until the debt is satisfied.

g. To reject or ignore bids from the Buyer or Buyer's agent at future auctions or to impose conditions before any such bids shall be accepted.

h. To apply any proceeds of sale of other Lots due or, in the future, becoming due to the Buyer or other persons (other than the Seller) in connection with the conduct of any auction.

i. To release the name and address of the Buyer to the Seller to enable the Seller to comment on any proceedings brought by the Buyer against the Seller or to take such reasonable measures to notify the Buyer prior to releasing such details to the Seller.

7.2 Cheffins shall, as agent for the Seller and on their own behalf pursue these rights and remedies only so far as they deem at their sole discretion is reasonable to make appropriate recovery in respect of breach of these Conditions of Business. They are in no way obligated to exercise any of the provisions of this paragraph and shall not include or limit Cheffins' liability in respect of any fraudulent misrepresentation made by Cheffins or the Seller.

## 8. Collection of Lots

8.1 All Lots whether sold 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.

8.2 All Lots remaining unsold which are not to be entered into the following Sale, and Lots which are abandoned by the Buyer or the Auctioneer, shall be returned to the Seller or the Auctioneer within 14 days of the Sale in which they were last entered or within 14 days of such request from the Auctioneer.

8.3 Subject to Clause 8.4 below, if the Buyer pays the Purchase Price and any related expenses in full, the Lot(s) will be stored at the Buyer's expense and risk at Cheffins or with a third party Buyer for the Lot including any Buyer's Premium.

8.4 Any Lot(s) which, without the express written consent of the Auctioneers, has not been collected by the Buyer or the Auctioneer within the days for which it was sold to the Buyer, will be deemed to be abandoned and the Auctioneers will be entitled to dispose of such abandoned Lot(s) and the Buyer shall be liable for the cost of such disposal(s) will be paid to and retained by the Auctioneers.

8.5 The Buyer shall at their own risk and expense collect any Lots for which the Buyer has paid in full from Cheffins' premises 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 and the Buyer shall not be required to seek additional expert advice at its own expense.

8.7 All packing and handling of Lots will be at the Buyer's sole risk. Cheffins will not be responsible for any damage to or loss of any Lot(s) where the incompleteness is not evident from an external inspection.

## 9. Warranties and Limitation of Warranty

Lot Title/Description

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

9.2 Subject to paragraphs 9.6 and 10, neither Cheffins nor the Seller is liable for any errors or omissions provided to Bidders by Cheffins, whether orally or in writing, whether negligent or otherwise, the right to charge the Buyer's interest in the Lot at the prevailing base rate set at the time by the Bank of England for any unpaid account or part thereof.

9.3 Subject to paragraphs 9.6 and 10, neither Cheffins nor the Seller gives any guarantee or warranty (other than the express warranties and conditions cannot be excluded by law), other than the express warranties given by the Seller to the Buyer in the Terms of Consignment for Sellers.

9.4 Neither Cheffins nor the Seller accepts responsibility to any Bidder for acts or omissions in connection with the conduct of any auction.

9.5 Any proceeds of sale of other Lots due or, in the future, becoming due to the Buyer or other persons (other than the Seller) in connection with the conduct of any auction.

9.6 This paragraph shall not include or limit Cheffins' liability in respect of any fraudulent misrepresentation made by Cheffins or the Seller.

## 10. Deliberate Forgeries

10.1 Notwithstanding the Conditions in paragraph 9, any Lot which proves to be a Deliberate Forgery (as defined in paragraph 1) may be returned to Cheffins by the Buyer within 14 days of the Sale in which they were last entered or within 14 days of such request from the Auctioneer.

10.2 If the Buyer pays the Purchase Price and any related expenses in full, the Lot(s) will be stored at the Buyer's expense and risk at Cheffins or with a third party Buyer for the Lot including any Buyer's Premium.

10.3 Cheffins may require the Buyer to obtain at the Buyer's expense the reports of up to two independent and recognised experts in the field, mutually acceptable to Cheffins and to the Buyer, to inspect the Lot(s) and to provide a written report on the Lot(s) to Cheffins.

10.4 This paragraph 10 is additional to any right or remedy provided by law or by these Conditions of Sale.

10.5 Cheffins may require the Buyer to obtain at the Buyer's expense the reports of up to two independent and recognised experts in the field, mutually acceptable to Cheffins and to the Buyer, to inspect the Lot(s) and to provide a written report on the Lot(s) to Cheffins.

10.6 This paragraph 10 is additional to any right or remedy provided by law or by these Conditions of Sale.

10.7 The conditions of this paragraph shall not apply to purposely hidden repairs and incomplete Lots where the incompleteness is not evident from an external inspection.

## 11. Export and Licensing

# Auction - ATV's, RTV's, Horticultural Equipment to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 14/04/2021 10:00 AM BST

Lot Title/Description

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 of the business. Such information may include the client's name and contact details, proof of identity, and financial information.

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. By consenting to these Conditions of Business, clients agree to such disclosure.

13.4 Clients should note that telephone calls to Cheffins relating to auction bids may be 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, 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 it may be caused by any additional notice to the public by Cheffins for the purpose of visiting 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).

## 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.

Lot Title/Description

## 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 enforceability 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 Sellers and Buyers. Auctioneers nor its employees or agents shall incur liability for death or personal injury (except in so far as it may be caused by any additional notice to the public by Cheffins for the purpose of visiting 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 The Contracts (Rights of Third Parties) Act 1999 is excluded by these Conditions and shall not apply to any contract made pursuant to them.

18.11 The Conditions of Sale and Terms of Contract apply to Sellers and Buyers. Auctioneers nor its employees or agents shall incur liability for death or personal injury (except in so far as it may be caused by any additional notice to the public by Cheffins for the purpose of visiting 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).

# Auction - ATV's, RTV's, Horticultural Equipment to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 14/04/2021 10:00 AM BST

Lot Title/Description

Lot Title/Description

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.