

Auction - A F Alcock & Son - Auction sale of agricultural tractors, telescopic loader, implements and machinery at Scaldwell, Northampton 19/05/2021 10:30 AM BST

Lot Title/Description

1	2008 Stihl MS 181 petrol chainsaw
2	2001 Stihl 026 petrol chainsaw
3	Stihl SF96 petrol strimmer
4	2005 Stihl HS81R petrol hedge trimmer
5	Bolens 13hp Hydro petrol ride-on mower complete with 30ins mulching deck
6	Neilson 6500 CT1706 petrol mobile generator (as new and unused)
7	Tractor front toolbox (black)
8	Roll bar with Fordson wings
9	Double concrete water trough
10	2no. galvanised water troughs
11	MIL loader muck fork
12	Galvanised feed container
13	2no. steel racking sections
14	3-section zigzag harrows (on pallet)
15	3pt linkage transport box (needs repair)
16	Howard Gem diesel driven rotavator Model 8824D Serial No. 99
17	6no. galvanised steel feed troughs
18	5no. galvanised steel feed troughs
19	Galvanised gate with drop-over latch, 10ft
20	Heavy-duty gate, 12ft
21	Wooden gate, 4ft 6ins
22	Progress wheel barrow, 41ins x 31ins
23	12no. 8ft galvanised sheets
24	10no. 7ft galvanised sheets
25	Qty New Holland round baler pickup tines
41	Pr. 520/70R38 dual wheels and tyres, complete with clamps
42	Kleber 20.8R42 rear tractor wheel and tyre with 8stud centre
44	7no. 20ins 10stud lorry wheels and tyres
45	Pr. wheel strakes
46	2no. prs Bettinson 12x38 5star dual wheels
47	Pr. Bettinson 14x34 5star dual wheels
48	Pr. 12x38 cage wheels
49	Pr. Kleber 380-85x24 tyres
50	4no. 215/75x17.5 10stud wheels
51	Kleber 600/65R38 rear tractor tyre
52	Taurus 18.4R38 tyre
53	Pr. 18.4R38 rear dual wheels and Goodrich tyres
54	12.5/80-18 excavator tyre
55	Manitou 17.5LR24 wheel and tyre
56	600/70R30 BKT wheel and tyre, to fit JCB Fastrac
57	Ex-MOD axle with 10.50-13 wheels and tyres
58	Fordson 5000 tractor front axle, no wheels
59	Fordson Super Major tractor front axle with wheels and tyres
60	Pr. 18.4/15-30 8stud wheels and tyres
61	2no. 650-16 wheels and tyres
62	Fordson Major front axle, complete with wheels and tyres
63	2no. commercial ROR trailer axles
76	JCB 2ft excavator bucket
77	JCB 18ins excavator bucket
78	Muck fork with top grab
79	7ft muck fork
80	Browns front loader extension
81	David Brown tractor bucket
82	Browns bale spike back plate
86	Greenland PZ170 mounted drum mower Serial No. GT181283
87	1995 Vicon GMT 3200 trailed mower conditioner, 3.2m Serial No. 27114-1136
88	Vicon Extra 832T trailed mower conditioner, 3.2m Serial No. 402442
89	Mesco-ROL Z275 haybob
90	Kverneland 7655 single axle trailed round and square bale wrapper Serial No. 7651112
91	Straw chopper
92	Kuhn GRS 25N 2-rotor rake Serial No. A0498
93	Vicon 400 Vari-spreader Mk.II fertiliser spreader
94	Vicon Vari-spreader Mk.II fertiliser spreader
95	Lely Roterra 3.5m power harrow, fitted with crumbler bar
96	Ransomes 2furrow plough, complete with YL40 points
97	Ransomes No. 15 RSLM 3furrow plough, fully restored by Alex Metters in 2006
98	Parmiter PDHD 1039 rear mounted post driver
99	Massey Ferguson trailed disc harrows (approximately 10ft)
100	Kongskilde Triple K cultivator, 8ft

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101	Kongskilde Triple K cultivator
102	Massey Ferguson/Bomford 907017 Powertrac mounted chisel plough and qty of chisel plough points
103	John Deere springtine cultivator with wings
104	Heavy-duty springtine cultivator
105	Set of mounted discs for Massey Ferguson 28 Serial No. 46610
106	Trailed dual ring rolls
107	Qty Cambridge ring rolls
108	Ex-army 4-wheel trailer
109	4no. wheels and tyres for Massey Ferguson 1200 tractor
120	Kverneland 8076 hydraulic folding tedder, 7.6m
121	1999 McConnel 45hp PA93 3pt linkage mounted hedgecutter Serial No. 7193935 (21PA4299)
122	2019 McConnel 6585/VFR hedgecutter, fitted with 1.6m MultiCut flail head, joystick control and orbiter head bracket Serial No. M1956215
123	New Holland 658 single axle round baler with 1.98m pick-up Bale count: 20763
124	New Holland BR750 single axle round baler, fitted with Superfeed, 2.1m pick-up on 480/45-17 wheels and tyres Bale count: 15,511
125	2006 New Holland 950A CropCutter twin axle square baler on 500/50R17 wheels and tyres Bale count: 32,519 Type: BB960RT Serial No. 194530015
126	2014 New Holland 1290 CropCutter twin axle square baler on 560/45R22.5 wheels and tyres Bale count: 21,765 Serial No. 984093002
127	Pallet of Extreme Twine, 56 packs of bale cord
128	Pallet of 7200 baler twine, 56 packs
129	Pallet of 7200 baler twine, 56 packs
130	Pallet of TAMATWINE, 50 packs
131	Kidd single axle muck spreader Serial No. 76RS3298
132	1986 AS Marston Type 10.0 SPRO tandem axle muck spreader Serial No. 00915
141	1985 Crane Fruehauf PGNFX-3 tri-axle flatbed trailer Serial No. 403200005922
142	1989 Crane Fruehauf GPFA3 tri-axle flatbed trailer Serial No. KW405301
143	1979 AHP tandem axle flatbed trailer Serial No. H0320005994
144	1982 AHP tandem axle flatbed trailer Serial No. 3095071
145	1979 Crane Fruehauf tandem axle flatbed trailer Serial No. H03200008374
146	1975 MGT tandem axle flatbed trailer Serial No. 237826
147	Tandem axle step frame low loader beaver tail trailer with ramps
148	Overlander tandem axle flatbed bale trailer with front raves
149	Tandem axle flatbed drawbar bale trailer with front and rear raves
150	Tandem axle flatbed drawbar bale trailer with front and rear raves
151	30ft tandem axle flatbed drawbar bale trailer with front and rear raves (no floor)
152	Single axle steel frame tipping trailer, fitted with crash barrier sides
153	Overlander tandem axle step frame curtain side trailer
154	Tandem axle 40ft flatbed trailer
155	Merriworth 30ft tandem axle flatbed trailer
156	1976 Bridge 40ft tandem axle curtainside trailer Serial No. P20-40 3008144
157	1997 NC 8tonne tandem axle steel dump trailer on 385/65R22.5 wheels and tyres Serial No. 009337
158	Ifor Williams LM166G3 tri-axle 16ft trailer, complete with ladder rack, dropsides, manual winch and spare wheel
159	Tandem axle steel dropside tipping trailer, (ex-lorry) (green)
160	Tandem axle steel dropside tipping trailer (ex-lorry) (yellow)
161	F James & Son (Broughton) 4tonne single axle flatbed 12ft trailer
162	Twin axle flatbed trailer, 19ft x 7ft

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170	2018 JCB 4220 Fastrac 4wd TRACTOR Fitted with 2017 Zuidberg front linkage, on 600/70R30 wheels and tyres, LED lights, pick-up hitch, drawbar and FieldPro Pack Reg. No. AF18 FYT Serial No. JCB43X60PJ2185556 Hours: 3,055.2 FDR: 01/03/2018 Offered for sale with JCB Premier Cover valid until 10/05/2023 or 5,000 hours, subject to being serviced by an authorised JCB dealer
171	2009 JCB 541-70 Agri Xtra TELESCOPIC LOADER On 500/70R24 wheels and tyres, air conditioning, pick-up hitch, fitted with tines and Manitou carriage Reg. No. AE09 KHR Serial No. JCB5TBRJC91516985 Hours: 5212.4 FDR: 05/08/2009
172	2002 NEW HOLLAND LB110 4wd BACKHOE/DIGGER LOADER Fitted with 4in1 bucket and 5ft ditching bucket on 18-4-26 rear and 12.5/80-18 front wheels and tyres Reg. No. KU02 XAZ Serial No. 031029691 Hours: 2,575 FDR: 01/03/2002
173	1989 FORD 5610 2wd TRACTOR Fitted with Trima 1690 front loader on 14-34 rear and 10.00-16 front wheels and tyres and pick-up hitch Reg. No. G951 NMR Serial No. C15813 Hours: 3,831.6 FDR: 21/08/1989
174	1991 FORD 6410 4wd TRACTOR On 16.9 rear and 340/85R24 front wheels and tyres, AP cab and pick-up hitch Reg. No. J822 EYJ Serial No. BC93659 Hours: 4,157 FDR: 23/12/1991
175	Ackerman 360° excavator, fitted with Volvo 6cylinder engine and buckets (not working, purchaser to remove)
176	CASE 688 360° TRACKED EXCAVATOR with 5ft ditching bucket
177	INTERNATIONAL B100 DROTT CRAWLER TRACTOR Fitted with 4in1 loader bucket (not working)
178	BAMFORD CLAYSON M103 COMBINE HARVESTER 10FT CUT Fitted with Ford 6D engine
179	JCB 3C digger loader for spares (not working), purchaser to remove

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CONDITIONS OF BUSINESS

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, prohibiting the Items from being bought or sold and the Terms of Consignment for Sellers, which are readily available for inspection on our web-site (www.afalcock.com) and which you are deemed to have read and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if you are unable to fully understand them.

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. A VAT Deposit equivalent to the UK standard rate of VAT may be taken in some circumstances.

1.3 Except where the context otherwise requires 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. 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 buyer's premium listed in the foreword on all Lots sold by auction. Overseas purchasers from countries outside the European Community, will be required to pay a VAT Deposit equivalent to the standard UK rate of VAT. This amount of VAT will be refunded to the overseas purchaser if the Auctioneers receive satisfactory evidence of export within the required time limit. 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 may be taken in some circumstances.

2.2 All Lots purchased through any on-line bidding platform being used by the Auctioneers will be subject to a minimum charge of £2.50 plus VAT per Lot and to the Buyer's Premium. Original copies of the relevant Export Lodgement Advice and a satisfactory Bill of Lading or Certificate of Shipment clearly identifying the goods. If acceptable documents are not received within the relevant time limits, the VAT Deposit will be paid directly to HMRC as VAT.

2.3 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 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.

3.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lots in the Sale Site including any reports which may be provided at the Buyer's request, is a statement of opinion held by the Auctioneers. It is, however, deemed that prospective Buyers have inspected the Lots on which they intend to bid at pre-sale viewings. Accordingly, the Auctioneers accept bids from potential Buyers on the basis that the Buyers (or their advisors) have inspected the Lots on which they intend to bid at pre-sale viewings.

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 be shown inclusive of VAT which cannot be reclaimed as input tax. The Auctioneers may choose, entirely at their discretion, to use one or both of these Schemes in any Auction for eligible items. Lots included under one of these schemes will be marked in the catalogue with either an 'M' or an 'A'. The onus is on the Buyer to ensure that they are fully aware of the implications of the scheme chosen for the Lot.

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in the catalogue with either a 'Z' or an 'E' and will not attract VAT. Prospective Purchasers should check the catalogue for details of the Margin Scheme and the Auctioneers' Margin Scheme can be found on the HMRC website (www.hmrc.gov.uk) notices 718, 718/1 and 718/2.

4.2 Purchasers from the European Community countries outside the UK who are registered for VAT or its equivalent in their member state will be required to supply the Auctioneers with their VAT/FISCAL number and a copy of their VAT registration certificate. Once the VAT number and customer details have been checked by the Auctioneers with the Europa website, any standard rated items, together with any Buyer's Premium charged thereon, may be zero rated for UK VAT purposes. The zero rating of items purchased is also subject to the conditions of the Margin Scheme.

4.3 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 may be taken in some circumstances.

4.4 If the evidence is not received on time or is insufficient, the VAT Deposit will be paid directly to HMRC as VAT.

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

4.6 The Auctioneers may supplement or supersede these Conditions in whole or part with Special Conditions of Sale. No employee or agent of the Auctioneers has any authority to vary these Conditions.

4.7 The onus is on the Buyer to ensure that they are fully aware of the implications of the scheme chosen for the Lot.

5. Description and Condition of Lots

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 reserve the right to refuse admission to any person or entry of any Lots in the Sale Site including any reports which may be provided at the Buyer's request, is a statement of opinion held by the Auctioneers. It is, however, deemed that prospective Buyers have inspected the Lots on which they intend to bid at pre-sale viewings. Accordingly, the Auctioneers accept bids from potential Buyers on the basis that the Buyers (or their advisors) have inspected the Lots on which they intend to bid at pre-sale viewings.

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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 Cheffins will not amount to a full description of condition. Photographs included in Cheffins' sale catalogues or on the website, are not representative of the condition of any Lot.

All Lots are sold 'as seen' with all faults and errors of description. Purchasers should satisfy themselves 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 or agents are responsible for or make any representation 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.

Cheffins draw the Buyer's attention to the exclusion of liability for the condition of Lots contained in the Conditions of Sale. Neither the Auctioneers nor Cheffins provide any warranty, 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 or 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 to indemnify the Auctioneers against any failure to observe these undertakings.

6. Bidding

6.1 Bidders at onsite venues will need to register in person for a temporary bidding number if not in possession of a Permanent Purchaser's Registration Number. Proof of identification (photographic identification and proof of current address) will be required at the time of registration with the Bidder's name and address for Cheffins.

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 There are several alternatives to bidding in person at the Sale Site at the time of the sale.

Commission Bids may be left with the Auctioneer by a Bidder indicating the maximum amount to bid (Cash and Cheques only). Subject to the reserve price of the Lot and any other bids received, the sale may be concluded for less than the maximum bid. The Bidder will not have any claim against the Auctioneers or their employees if for any reason the commission bid is not executed. If two bidders submit identical bids, the Auctioneers will endeavour to ensure the first bid received has priority.

Bidders are able to bid on the internet in certain sections of the sales by registering on Cheffins' on-line bidding platform. Registration is free of charge for the purpose of bidding. All bidders or bidders unknown to the Auctioneers will be required to pay a refundable deposit of £2500 (variable dependent on sale type) via their debit card prior to bidding. A 1% plus VAT surcharge based on the hammer price will be added to all purchases made through the on-line bidding platform.

The Auctioneers reserve the right to refuse any bid in any form entirely at their discretion.

7. Payment

7.1 All Lots must be paid for on the day of the Sale by the Buyer. All Lots purchased through the on-line bidding platform must be paid for within one week of the relevant sale day.

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

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Account Number: 50237698

Swift Code: BARC GB 22

IBAN: GB43 BARC 2017 6850 2376 98

is our responsibility for or make any representation 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.

contains a link

to be 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 to indemnify the Auctioneers against any failure to observe these undertakings.

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

of the Lot is permitted (please note you must allow

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working days for a cheque to clear).

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of £2500 (variable dependent on sale type) via their debit card prior to bidding. A 1% plus VAT surcharge based on the hammer price will be added to all purchases made through the on-line bidding platform.

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

Sort Code: 20-17-68

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.

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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

6.2 VAT will be added to the Seller's Commission and Entry Fees and shown separately on all invoices. VAT will be added and shown as an inclusive fee rather than showing separately and will not be recoverable.

6.3 Sellers living outside the UK but within the European Union and who are registered for VAT in their member state will not have VAT charged on their Seller's Commission Charges and Entry Fees for items sold under normal VAT rules or under the Margin Scheme as long as they have supplied the Seller with the details of their VAT registration in their member 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.

6.4 The VAT charged to the Buyer on the Hammer Price for items entered under normal VAT rules for the Seller is the Seller's responsibility and is not subject to the UK VAT but is direct to HMRC and not to the seller.

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.

7. Sellers Warranties and Conditions

7.1 The Seller represents and warrants to Cheffins and to the Buyer that at all relevant times (including but not limited to 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 property by 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 and clear of any third party rights, claims or charges resulting from any breach or alleged breach of any of the above warranties and representations.

c) The Seller has provided Cheffins with all information concerning the provenance of the Lot that is known to the Seller and has notified Cheffins in writing of any concerns expressed by third parties in relation to the ownership, condition, authenticity, attribution, or export or import of the Lot;

d) The Seller is unaware of any matter or allegation which would render any description given by the Seller in relation to the Lot, or any statement made by the Seller in any way, false or misleading in any way at the time of the sale of the Lot.

e) The Lot is not stolen;

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f) The Lot has been or will be lawfully imported and lawfully and permanently exported as required upon the export and import of the Lot, including Notification of Vehicle Arrival (NOVA) declarations and will be properly made and any duties and taxes on the export and import of the Lot have been or will be paid by the Seller;

g) The Seller has paid or will pay any applicable taxes and/or duties that may be due on the Lot and Price of the Lot, rules and under the Margin Scheme. For items sold under the

h) The Seller is not aware of any restrictions relating to the Lot (other than those imposed by law) or any restrictions on Cheffins' rights to reproduce photographs or any images of the Lot;

i) The Seller warrants that the Lot is free from any defect not obvious on external inspection which could prove dangerous to human life or health. If any internal parts are missing and this is not obvious from an external inspection the Seller will describe the item as 'incomplete'.

j) The Seller warrants that the Lot is not subject to any lien or other claim or agreement or any other contract which would prevent the passing of good title to the Buyer.

k) The Seller will notify the Auctioneers 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

l) The Seller warrants 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 are at the Seller's sole expense.

8. Indemnity

8.1 The Seller agrees to indemnify Cheffins, their respective servants, directors, officers and

8.2 The Seller is responsible for any and all claims, damages and expenses in any way, false or misleading in any way at the time of the sale of the Lot.

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11. Limitation of Liability and Exclusions

9. Valuation Estimates and Descriptions

11.1 Cheffins is dependent on information from the Seller and is not responsible for any errors or omissions in the information provided by the Seller.

9.1 Any valuation estimates given by Cheffins are honestly held opinions and are only an indication of the price a Lot may achieve at the sale. The price achieved may be higher or lower and the Seller may not rely on Cheffins' estimates. Estimates may be revised at any time prior to sale at Cheffins' sole discretion.

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, whether negligent or not.

9.2 Cheffins may, at its sole discretion, consult with or refer any Lot to a third party for further research or additional expert opinion. Cheffins is in no way obligated to consult any third party expert in relation to any Lot.

11.3 Unless otherwise agreed by the Auctioneers in writing, Cheffins total Liability in respect of any breach of these conditions of sale, or breach of duty, negligence or otherwise

9.3 Subject to the limitations and exclusions set out in these Terms of Consignment, Cheffins excludes its liability in respect of any breach of duty, negligence or otherwise consistent with its role as Auctioneers.

shall have no liability for

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

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 or Buyer in respect of the Seller's Lot as Cheffins shall be implied in the Seller and warranties are excluded to the fullest extent permitted by law.

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 provide to the Seller.

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

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.

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.

12. Reserves

10.2 The copyright in respect of such illustrations shall be the property of Cheffins, as is the text of the catalogue. The Seller shall be subject to Cheffins' right to copy any of the illustrations provided by them.

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.

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12.2 Cheffins shall in no circumstances be liable if bids are not received to the level of the reserve. Cheffins may at its discretion accept bids below the reserve price. If the Seller has stated on the terms of agreement 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.

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 such as V5 Registration Document supplied, these charges will not apply if the event a sale is rescinded, 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.

14.6 The Auctioneers reserve the right to annul and cancel any sale where the Seller has stated on the terms of agreement 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

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 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

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.

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

14.3 The Seller agrees to inform Cheffins of any action which it chooses to take against a Buyer. The Seller will pay or reimburse the Auctioneers in full to rectify the same.

15.3 Any Bidder or Buyer who damages a Lot, whether intentionally or negligently, will be

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

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

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 breach of its duty of Seller's property will be chargeable to the Seller.

16. Unsold and Withdrawn Items

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 unless, in which appropriate, the Conditions of Business apply to both any such Private Treaty sale. The Auctioneers reserve the right to sell such Lot(s) at the reserve price collected within 60 calendar months from the day it was last sold or offered for sale, will

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.

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.

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 CONDITIONS OF BUSINESS 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.

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

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 and not as a private transaction in any platform or otherwise, and whilst the Lot(s) remain on the sale site, they must be notified to the Auctioneers. Such transactions will be treated as if they were made by the Auctioneers.

17. Transport and Storage

In these Conditions:

18. Auctioneers Right to Annul Sales

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.

Cheffins carries on business with Bidders, Buyers and Sellers (Clients) on the following Conditions of Sale, the Terms of Consignment for Sellers, the Information for Buyers and on

1. Definitions

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'Auctioneer' means Cheffins or its authorised auctioneer, as appropriate.

'Bidder' means the person considering, making or attempting to make a bid on a Lot, in person or by proxy, other than the Buyer.

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

'Client' means the Bidder, Buyer or Seller.

'Buyer's Premium' means payment of a percentage of the Hammer Price of each Lot purchased, payable to Cheffins by the Buyer, as set out in Clause 5 of the Terms of Consignment for Sellers.

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

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

'Hammer Price' means the highest bid reached (at or above any reserve) and accepted by the Auctioneer when the Auctioneer brings down the hammer and the sale of the Lot is final.

'Lots' means all machinery and other items sold or intended to be sold in accordance with these Conditions and cannot be transferred to another name and address. Cheffins can only accept payment for the Lot from the registered Bidder.

'Net Sale Proceeds' means the Hammer Price of the Lot sold (as received by Cheffins in full and cleared funds from the Buyer), less any Seller's Commission, Entry Fees, and any other expenses payable by the Seller to Cheffins in accordance with the Terms of Consignment for Sellers.

'Purchase Price' means the Hammer Price in respect of the Lot sold, together with any Buyer's Premium. All charges payable by the Buyer to Cheffins and the Seller. The Reserve Price shall be no higher than the low pre-sale estimate, if given, of the Lot at the time of the auction.

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

'Seller's Commission' means the commission payable by the Seller to Cheffins in relation to the sale of the Lot, as set out in the Terms of Consignment for Sellers, and which shall be payable to Cheffins in full at the time of the sale together with any applicable VAT at the rates set out in the Terms of Consignment for Sellers.

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

'Reserve Price' means the minimum price fixed by either the Auctioneers or the Seller (or his agent) to whom he or she is sold, which the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.

The singular includes the plural and vice versa as appropriate.

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.

Lot Title/Description

3. Bidding

3.1 Bidders are required to bring the Bid 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 required at the time of registration.

3.2 The Bidder who makes the highest acceptable bid, accepted by the Auctioneer, shall be deemed to be the Buyer and shall be liable to pay the Hammer Price.

3.3 Bidders shall be deemed to act as principals and require Cheffins' written consent at the time of Bidder registration to bid as agent for another party. Bidders are personally liable for their bids and jointly and severally liable with their principal if bidding as agent (whether or not Cheffins has consented to the Bidder acting as agent).

3.4 Lots will only be invoiced to the name and address of the Bidder on the Bidder registration form and cannot be transferred to another name and address.

3.5 The Auctioneers and/or the Seller reserve the right to fix a Reserve Price for any Lot and to withdraw that Lot in the event that the highest acceptable bid does not meet with the Reserve Price. All charges payable by the Buyer to Cheffins and the Seller. The Reserve Price shall be no higher than the low pre-sale estimate, if given, of the Lot at the time of the auction.

3.6 Cheffins expressly reserves the right to bid on behalf of the Seller up to the amount of any Reserve Price. Such bids shall be deemed to be the bids of the Seller and shall be subject to the same Conditions as any other bids. Cheffins believes there has been an error or dispute. Any dispute about a bid shall be settled at the Auctioneer's absolute discretion.

3.7 The Seller may bid for any Lot, either personally or through the Auctioneers or through any other person, as he or she thinks fit and may withdraw any Lot at any time before the sale of such Lot.

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

£0 - £200 £10

£200 - £500 £10

£500 - £1000 £50

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Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.

17. Compliance with Road Traffic Acts

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

18. General

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

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

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

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

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

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

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

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

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

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