

Auction - Older Tractors & 4wd Vehicles to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 12/07/2021 5:31 PM BST

Lot Title/Description

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1500	Massey Ferguson 165 Tractor c/w 4 bolt pump Ser. No. 104523 C/C: 87019210
1504	Massey Ferguson 165 Tractor c/w square axle C/C: 87019310
1505	Massey Ferguson 590 Tractor Reg. No. PKE 247R C/C: 87019310
1506	Massey Ferguson 35 Diesel Tractor c/w diff lock C/C: 87019210
1507	Massey Ferguson 135 Tractor Ser. No. 124408 C/C: 87019210
1508	Massey Ferguson 550 Tractor Ser. No. 615250 C/C: 87019210
1511	Massey Ferguson 188 Tractor c/w 4 bolt pump, long pto Ser. No. 365019 C/C: 87019310
1513	Massey Ferguson 165 2wd Tractor C/C: 87019310
1514	Massey Ferguson 168 Tractor c/w 4 bolt pump, long pto Ser. No. 256102 C/C: 87019310
1515	Massey Ferguson 40E Tractor C/C: 87019210
1516	Massey Ferguson Tractor C/C: 87019310
1517	Massey Ferguson 590 Tractor C/C: 87019310
1521	Case International 274 2wd Tractor c/w loader Reg. No. FYG 948J C/C: 87019210
1522	1970 Ford 2000 Force Vineyard Diesel Tractor Ser. No. A207116 C/C: 87019210
1524	Massey Ferguson 165 Tractor c/w 4 bolt pump, square axle Ser. No. 110468 C/C: 87019310
1525	John Deere 3040 Tractor C/C: 87019310
1528	International B275 Tractor C/C: 87019210
1530	Yellow Massey Ferguson Skid Unit 4cyl. engine C/C: 84089027
1531	1940's Case Petrol Tractor C/C: 87019210
1535	Massey Ferguson Skid Unit C/C: 84089027
1536	Case 2140 Tractor Ser. No. 13081 C/C: 87019210
1537	Belarus 862 4wd Water Cooled Tractor C/C: 87019310
1538	Ursus C385 Tractor c/w front suspension C/C: 87019310
1540	Landini 5500 Tractor C/C: 87019310
1542	Ford 2600 Tractor Ser. No. B270240 C/C: 87019210
1543	John Deere 3050 Tractor C/C: 87019310
1545	International B250 Tractor c/w loader C/C: 87019210
1546	1974 Belarus Water Cooled 4wd Tractor c/w loader C/C: 87019310
1547	Zetor 6045 4wd Tractor c/w Quicke 3260 loader & registration documents Reg. No. B208 TFO Ser. No. 87109310 C/C: 87019310
1549	Aktivist Diesel Tractor UNRESERVED LOT C/C: 87019110
1550	1961 Porsche 219 Diesel Tractor Ser. No. 219/3479 C/C: 87019110
1551	Allgaier A122 Diesel Tractor Ser. No. 122/370 C/C: 87019110

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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 purchased in an 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.
<u>CONDITIONS OF BUSINESS (ON-LINE)</u>			
<u>Information for Buyers</u>			
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) and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if you have any queries.		4.3 Condition of Business, from including the Information for Buyers, Conditions of Sale and the Terms of Consignment for Sellers, which are readily available for inspection on our web-site (www.cheffins.co.uk) and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if you have any queries.	
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.		4.4 Condition of Business, from including the Information for Buyers, Conditions of Sale and the Terms of Consignment for Sellers, which are readily available for inspection on our web-site (www.cheffins.co.uk) and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if you have any queries.	
1.3 Except where the context otherwise requires words denoting the singular include the plural and vice versa.		4.5 Condition of Business, from including the Information for Buyers, Conditions of Sale and the Terms of Consignment for Sellers, which are readily available for inspection on our web-site (www.cheffins.co.uk) and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if you have any queries.	
1.4 The Auctioneers may supplement or supersede these Conditions in whole or part with Special Conditions of Sale or Lot which will be announced at the time of sale. No employee or agent of the Auctioneers has any authority to vary these Conditions.		5. Description and Condition of Lots	
2. Buyers Premium		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.	
2.1 All purchases will be subject to a buyer's premium as stated in the foreword or special conditions of sale.		5.2 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.	
The Buyer's Premium will be subject to a minimum charge of £2.50 plus VAT per Lot and to the conditions of sale.		5.3 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.	
2.2 VAT at the standard rate will be charged on all charges except those detailed in 4.2 below.		5.4 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.	
3. Entry to the Sale Site		5.5 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.	
3.1 Any person entering the Sale Site does so at their own risk.		5.6 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.	
3.2 Any person entering the Sale Site must comply with the requirements of all Health and Safety notices.		5.7 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.	
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.		5.8 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.	
4. Value Added Tax		5.9 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.	
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, the Buyer's premium will be added to the hammer price and VAT will be charged on the total. The Auctioneers may choose, entirely at their discretion, to add VAT to the hammer price and the Buyer's premium and then add VAT to the total. The Auctioneers may choose, entirely at their discretion, to add VAT to the hammer price and the Buyer's premium and then add VAT to the total.		5.10 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.	
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Auction - Older Tractors & 4wd Vehicles to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 12/07/2021 5:31 PM BST

Lot	Title/Description	Lot	Title/Description
contained in the Conditions of Sale. Neither the seller nor Cheffins as the Auctioneers, accept any responsibility for the condition of any Lot.		will need to be cleared before removal of the Lot is permitted (please note you must allow 6 days for a cheque to clear).	
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		Debit Cards if Payment is made by card. Payment must be made in person at the Machinery Saleground office or over the telephone.	
6. Bidding		Sold Lots can only be released to the Buyer on Cheffins' receipt of payment in full and cleared funds, of the invoice of which will be stated in the specific conditions of sale or 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.	
6.1 Bidders are required to register on Cheffins on-line bidding platform and will be required to		6.2 Commission Bids may be left online by a Bidder indicating the maximum amount to be bid (Excluding VAT by Buyers Payment of Commission Bids (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 Auctioneer's bid. The Bidder will not be able to change the Bid after it is submitted. The Bidder will not be able to change the Bid after it is submitted. The Bidder will not be able to change the Bid after it is submitted. The Bidder will not be able to change the Bid after it is submitted.	
6.3 A deposit of between £250 and £2500 (variable dependent on sale type) will be required via their debit card prior to bidding		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		8. Export of Goods	
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		8.1 Any Lot purchased at Auction may be subject to export restrictions or may require a licence for export out of the United Kingdom, for example depending on the age and value of the Lot or if the Lot contains organic or endangered materials that are restricted from export (Please refer to 5.3 above).	
7.2 We accept the following methods of payment:		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.	
Bank Transfer- direct to our bankers at Barclays Bank PLC, St Andrews Street, Cambridge		8.3 At the Buyers' request, we can assist in the application for the export of goods outside of the UK.	
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			

Auction - Older Tractors & 4wd Vehicles to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 12/07/2021 5:31 PM BST

Lot	Title/Description	Lot	Title/Description
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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 (including the Buyer's Premium and VAT where applicable) has been received by the Auctioneers in full and cleared funds for all items purchased. Any delay of payment may result in the Buyer incurring storage charges.

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, 9.3 Any Lot which, without the express written consent of the Auctioneers, has not been collected within the time stated on the specific condition, and is sold will be the subject of a \$25/day 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 exclusively 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 insuring any item and the effect of 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 the road.

2. Definitions

Auction - Older Tractors & 4wd Vehicles to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 12/07/2021 5:31 PM BST

Lot	Title/Description	Lot	Title/Description
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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:

Class 1 items: Tractors, Excavators, Loading Shovels, Telescopic Handlers, Forklift Trucks, Bulldozers, Graders, Dozers, Compactors, Rollers, Pavers, Spreaders, and other similar machines.

‘Net Sale Proceeds’ means the Hammer Price of the Lot sold (as received by Cheffins in full and without deduction from the Buyer, less Seller’s Commission, and any applicable VAT) payable by the Seller to Cheffins in accordance with these Terms of Consignment.

Forage Harvesters and Self-Propelled Sprayers.

‘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.

Class 2 items: All other items except Vehicles.

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.

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

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)

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

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:

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

Auction - Older Tractors & 4wd Vehicles to be held at The Machinery Saleground,
Sutton, Ely, Cambs, CB6 2QT 12/07/2021 5:31 PM BST

Lot	Title/Description	Lot	Title/Description
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 particular Auction and, if so, whether their item to be entered 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 on 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.	by third parties in relation to the ownership, condition, authenticity, attribution, or export or import of the Lot.	The Seller gives no warranty as to the accuracy of the description of the Lot. The Seller is not responsible for any errors or omissions in the description of the Lot. The Seller is not responsible for any errors or omissions in the description of the Lot.
6.2	VAT will be added to the Seller's Commission and Entry Fees and shown separately on all items sold 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.	import of the Lot from a foreign country will be paid by the Seller.	
6.3	Sellers living outside the UK but within the European Union and who are registered for VAT in their home country 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 number and a copy of the VAT registration certificate. VAT will be shown as an inclusive fee for Seller's Commission and Entry Fees on items sold under the Auctioneers' Margin Scheme.	In the event of a dispute, the Seller shall be responsible for the costs of the dispute.	
6.4	The VAT charged to the Buyer on the Hammer Price for items entered under normal VAT rules will be added to the Hammer Price and shown separately on the invoice. The Seller is not responsible for any errors or omissions in the description of the Lot.	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 would prevent a registered UK Seller from being able to use the item in its intended purpose.	
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 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.	
7. Sellers Warranties and Conditions			
7.1	The Seller represents and warrants to Cheffins and to the Buyer that at all relevant times (including the time of consignment and at the time of sale);		
a)	The Seller is the legal owner of the Lot consigned to Cheffins, or is fully authorised to sell the Lot on behalf of the legal owner of it;		
b)	The Seller is able to and shall transfer possession to the Buyer good and marketable title to the Lot free from any third party rights, claims or potential claims;		
c)	The Seller has provided Cheffins with all information concerning the provenance of the Lot and the Seller has provided Cheffins with a copy of the Seller's Certificate of Authenticity and a copy of the Seller's Certificate of Provenance.		

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Lot	Title/Description	Lot	Title/Description
	employees and the Buyer against any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations.		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.
	8.2 The Seller's representations, undertakings and indemnities will survive completion of the sale of the Lot.		
			11. Limitation of Liability and Exclusions
	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 errors or omissions in the information provided by the Seller. The Seller is not liable for any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations.		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. The Seller is not liable for any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations.
			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. Cheffins is not 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, descriptions, conditions of sale and any other reports, (collectively Liability') shall be limited to the Net Sale Proceeds of the relevant Lot and they shall have no liability for
	9.3 Subject to the limitations and exclusions set out in these Terms of Consignment, Cheffins excludes all liability for any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations.		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 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.		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 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.		
	10. Illustrations		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.
	10.1 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

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Lot	Title/Description	Lot	Title/Description
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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

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

12.2 Cheffins shall in no circumstances be liable if bids are not received to the level of the reserve. If Cheffins, in its sole discretion, sells a Lot to a Buyer at a price below the reserve, Cheffins pays the Seller the sale proceeds it would have received if the Lot had sold for the reserve.

14.5 Cheffins may, at its sole discretion, state 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.

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's Commission 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 will not apply. All the monies due to Cheffins from the Seller will be responsible for the cost of any transport incurred in the Lot(s) being transferred to or from the sale site or any other agreed location.

14. Payment to Seller

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, but this shall not apply to the following goods after the sale:

14.1 After the sale of the Seller's property, settlement of the Net Sale Price due to the Seller shall initially be held on behalf of the Seller until the full Purchase Price has been received 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.

15.2 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 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, but this shall not apply to the following goods after the sale:

14.2 Cheffins may take the Seller's instructions regarding recovery of payment, subject to the Conditions of Sale, but this shall not apply to the following goods after the sale:

14.3 The Seller agrees to inform Cheffins of any action which it chooses to take against a Buyer in order to investigate the ability of any Bidder to pay for purchased Lots or to pursue any claim against a Buyer for non-payment.

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Lot Title/Description

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.

Lot Title/Description

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 by Cheffins in relation to the transport of Seller's property will be chargeable to the Seller.

15.5 Sellers and Buyers do not, in any event, have the right to claim for loss or damage to property unless Cheffins is negligent.

16. Unsold and Withdrawn Items

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

16.1 In the event that a Lot remains unsold at auction, the Seller authorises Cheffins, at its discretion, to negotiate a sale by Private Treaty following the auction. The charges and expenses as set out in these Terms of Consignment for Sellers will be payable by the Seller as if such Lot had been sold at auction. If a Lot is sold by Private Treaty, the Conditions of 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 may be agreed with the Seller. If a Lot is not sold at auction, it 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 notice.

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 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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Lot	Title/Description	Lot	Title/Description
‘Bidder’ means the person considering, making or attempting to make a bid on a Lot, in person or by proxy at the time of, or in advance of, the auction.		3.2 The Bidder with the highest bid accepted by the Auctioneer conducting the sale shall be the Buyer at the Hammer Price.	
‘Buyer’ means the Bidder who makes the highest bid accepted by the Auctioneer.		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 of the Seller. Bidders are 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).	
‘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.		3.4 Lots will only be invoiced to the name and address of the Bidder on the Bidder registration form and the Auctioneer will not be responsible for payment of the Lot from the registered Bidder.	
‘Deliberate Forgery’ means an imitation made with the intention of deceiving as to make, model or description of a Lot, which is not in accordance with the catalogue description.		3.5 The Auctioneers and/or the Seller reserve the right to fix a Reserve Price for any Lot and to decline to sell a Lot if the Reserve Price is not reached. 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, Premium of VAT to be charged and the additional charges payable by a Buyer in accordance with these Conditions of Business.	
‘Entry Fee’ means the fee payable on all Lots offered for sale as stated in Clause 5 of the Terms of Consignment for Sellers.		3.6 Cheffins expressly reserves the right to bid on behalf of the Seller up to the amount of any personal 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	
‘Hammer Price’ means the highest bid reached (at or above any reserve) and accepted by the Auctioneer.		3.7 The Seller accepts this information for the Seller personally through the Auctioneer or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.	
‘Lots’ means all machinery and other items sold or intended to be sold in accordance with these conditions.		3.8 Bidding increments shall be at the Auctioneer’s sole discretion. By way of example only, Cheffins bidding increments may be:	
‘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).		4.0 The Seller accepts this information for the Seller personally through the Auctioneer or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.	
‘Purchase Price’ means the Hammer Price in respect of the Lot sold, together with any Buyer’s Premium of VAT to be charged and the additional charges payable by a Buyer in accordance with these Conditions of Business.		4.1 The Seller accepts this information for the Seller personally through the Auctioneer or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.	
‘Seller’ means the legal owner of the Lot offering it for sale, including their agents, executors or personal representatives.		4.2 The Seller accepts this information for the Seller personally through the Auctioneer or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.	
‘Seller’s Commission’ means the commission payable by the Seller to Cheffins in relation to the sale of the Lot, together with any applicable VAT at the rates set out in the Terms of Consignment for Sellers.		4.3 The Seller accepts this information for the Seller personally through the Auctioneer or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.	
‘Terms of Consignment for Sellers’ means the stipulated terms and rates of commission on which the Seller accepts this information for the Seller personally through the Auctioneer or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.		4.4 The Seller accepts this information for the Seller personally through the Auctioneer or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.	
‘Reserve Price’ means the minimum price fixed by either the Auctioneers or the Seller (or his agent) at which Lots are to be sold for at the sale.		4.5 The Seller accepts this information for the Seller personally through the Auctioneer or through any other person, as many times as 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.		4.6 The Seller accepts this information for the Seller personally through the Auctioneer or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.	

2. Inspection of Lots

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

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

3. Bidding

3.1 Bidders are required to register their details before bidding and to supply any information or references required by Cheffins before the auction in which they intend to bid or before Cheffins will accept any other form of bid, whether by commission, telephone or otherwise. Proof of the Bidder’s identification (photo identification and proof of current address) will be

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Lot	Title/Description	Lot	Title/Description
£10000 - £20000	£1000	5.3	Sellers of Lots entered under either the 'Margin Scheme' (including second-hand cars) or the 'Auctioneers Margin Scheme' who do not add VAT to their bid will be treated in the same way as 'Margin Scheme' Lots.
Cheffins is not bound to implement any of the above increments		6. Payment	
3.9 No person may advance less at a bid than a sum to be named from time to time by the Auctioneer.		6.1	All Lots purchased through the on-line bidding platform must be paid for within 1 week of the date of the Auction by the Buyer.
3.10 Bids shall be made exclusive of any VAT or Buyers Premium which may apply.		6.2	All Lots purchased through the on-line bidding platform must be paid for within 1 week of the date of the Auction by the Buyer.
3.11 Cheffins' knowledge in relation to any Lot is dependent on information provided by the Seller. All Lots on which Cheffins is the sole agent are sold on the basis that 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.		6.3	All Lots purchased by 'Private Treaty' must be paid for within 1 week of the sale being agreed.
3.12 Each Lot offered for sale at Cheffins is available for inspection by Bidders prior to the auction. Cheffins accepts no liability for any sums owing from the Buyer to Cheffins on any account whatever without regard to any directions of the Buyer, whether express or implied.		6.4	All Lots purchased by 'Private Treaty' must be paid for within 1 week of the sale being agreed.
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 the property of Cheffins and is not a statement of fact.		6.5	All Lots purchased through the on-line bidding platform must be paid for within 1 week of the date of the Auction by the Buyer.
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 bound to seek the opinion of any expert outside Cheffins.		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.
3.15 A sale contract is made directly between the Buyer and the Seller on the fall of the Auctioneer's hammer.		6.7	The full invoice amount(s) must be paid in full before any individual Lot is released for collection during the auction by telephone or online. Prospective Bidders should check with the Auctioneers whether this service is available for any auction.
4. Other Types of Bids		7. Remedies for Non Payment	
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.		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:
4.2 In some auctions the Bidder can register, not less than 24 hours prior to the auction beginning, to be contacted during the auction by telephone or online. Prospective Bidders should check with the Auctioneers whether this service is available for any auction.		7.2	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:
5. Value Added Tax		7.3	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:
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' a explanation of the VAT position as far as they are concerned.		7.4	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:
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 by the Buyer.		7.5	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:
5.3 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 by the Buyer.		7.6	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:
5.4 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 by the Buyer.		7.7	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:
5.5 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 by the Buyer.		7.8	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:
5.6 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 by the Buyer.		7.9	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:
5.7 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 by the Buyer.		7.10	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:
5.8 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 by the Buyer.		7.11	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:
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5.12 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 by the Buyer.		7.15	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:
5.13 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 by the Buyer.		7.16	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:
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5.16 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 by the Buyer.		7.19	If any Lot is not paid for in full and collected in accordance with these

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9. Warranties and Limitation of Warranty

11. Export and Licensing

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Lot	Title/Description	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.		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.
	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 claim 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 without giving reasons.		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 to anyone not giving reasons. 18.3 Spelling, selling description and vehicle play on 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.
	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 purpose of fulfilling its obligations in connection with the Business. Such information may include the client's name and contact details, proof of identity, and financial information. Any notice in writing from the Buyer, Seller or Bidder should be in writing. 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. In such cases, Cheffins may disclose personal information to third parties in countries without equivalent protection of confidentiality of its clients' information and provide the same level of protection for clients' information as it provides in the United Kingdom. By consenting to these Conditions of Business, clients agree to such disclosure.		18.5 Auctioneers' Obligations The Buyer, Seller or Bidder provides information to Cheffins for the purpose of fulfilling its obligations in connection with the Business. Any notice in writing from the Buyer, Seller or Bidder should be in writing. 18.6 Any extension or waiver of any provision of these Conditions of Business that may be granted to Buyers, Sellers or Bidders by Cheffins for a specific Lot shall not have any effect on the full force and effect of these Conditions of Business. 18.7 These Conditions of Business are not assignable by any Buyer or Seller without Cheffins' prior written consent, but are binding on the Buyer's and Seller's respective successors, assigns and representatives. No act, omission or delay by Cheffins shall be deemed a waiver or release of any of its rights. 18.8 The Contracts (Rights of Third Parties) Act 1999 is excluded by these Conditions and shall not apply to any contract made pursuant to them.
	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.		18.9 The Conditions of Sale and Terms of Consignment for Sellers The Buyer, Seller or Bidder provides information to Cheffins for the purpose of fulfilling its obligations in connection with the Business. Any notice in writing from the Buyer, Seller or Bidder should be in writing.
	15. Third Party Liability All members of the public on Cheffins' premises are there at their own risk and must note the lay out of the buildings, on site and the terms of consignment for Sellers and Buyers. Auctioneers nor its employees or agents shall incur liability for death or personal injury (except in respect of negligence) arising out of or in connection with the sale of goods or services by Cheffins or its employees or agents.		19. Disclaimers The Buyer, Seller or Bidder provides information to Cheffins for the purpose of fulfilling its obligations in connection with the Business. Any notice in writing from the Buyer, Seller or Bidder should be in writing.
	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.		20. Disclaimers The Buyer, Seller or Bidder provides information to Cheffins for the purpose of fulfilling its obligations in connection with the Business. Any notice in writing from the Buyer, Seller or Bidder should be in writing.

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Lot	Title/Description	Lot	Title/Description
18.10 These Conditions of Business, including the Information for Buyers and the Terms of Consignment for Sellers, amd 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.			