Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot	Title/Description
1	**Stihl FS 410 Strimmer**
2	**Stihl Saw C/C: 84672210**
3	**Stihl FS 410 Strimmer**
4	**SPIT 331 & Bosch Hammer Drills UNRESERVED LOT**
5	**2no. Vices**
6	**2no. Marconi Moisture Meters UNRESERVED LOT C/C: 84388099**
7	**Stihl FS 410 Strimmer**
8	**Stihl MS440 Chainsaw**
9	**Stihl MS240 Chainsaw**
10	**Kawasaki Petrol Engined Double Sided Hedgecutter**
11	**Flymo Grass Strimmer (electric)**
12	**Challenge Electric Hand Saw 230v**
13	**Stihl Chainsaw C/C: 84672210**
14	**Stihl Petrol Chainsaw c/w manual and spanner C/C: 84672210**
15	**3kva Transformer**
17	**Transformer 110v**
18	**Assorted Boxes of Workshop Consumables**
21	**Yard Machies Petrol Strimmer C/C: 84678900**
22	**Snorkel Kit for Isuzu Truck**
23	**Makita Heavy Duty Breaker 110v**
24	**Bench Saw C/C: 84659120**
25	**Makita Medium Breaker**
27	**Log-Loc**
28	**Cat 1 9 Hole Tractor Drawbar**
29	**Hydraulic Adjustable Linkage Ram**
31	**Kroll E2 Master Stanley Electric Heater C/C: 73221900**
33	**Fordson Hydraulic Pump UNRESERVED LOT**
34	**Pipe Threading Dies heavy duty**
36	**Cat Locator**
37	**Makita Medium Breaker**
38	**Makita Medium Breaker**
39	**Submersible Pump 110v**
42	**3no. Bottle Jacks UNRESERVED LOT**
43	**Stihl Hedgecutter HS45 UNRESERVED LOT**
44	**Strimmer UNRESERVED LOT**
45	**Stihl Petrol Engine and Extension c/w tree and hedge cutting units C/C: 84672210**
46	**Stihl HS86R Hedgecutter**
47	**Stihl FS450 Strimmer UNRESERVED LOT C/C: 84672980**
48	**Bosch 600 Electric Hedgecutter UNRESERVED LOT**
49	**Makita Twin 18v Cordless Backpack 36v Brushless Vacuum Cleaner UNRESERVED LOT**
50	**Stihl FS 280k Brush Cutter Strimmer**
51	**PTO Shaft**
52	**2no. 56ft6in Horse Rugs**
53	**Qty of Horse Products and Creams etc UNRESERVED LOT**
54	**Box of Breeches to suit men, women and children, various sizes UNRESERVED LOT**
55	**Qty of Horse Cottage Croft Girths**
56	**1no. Box containing 12no. Horse Rug Neck Covers**
57	**Atlas Copco Hitatchi PR3-82 Planer 110v c/w router 240v**
58	**3no. Pipe Cutters C/C: 84619590**
60	**Stihl FS 80 Strimmer UNRESERVED LOT**
62	**AEG 110v Jigsaw**
63	**Paslode IM350 Cordless Nailer UNRESERVED LOT C/C: 84672920**
65	**Berco Water Heater**
67	**Wallpaper Steamer**
72	**McCulloch TM210 Strimmer UNRESERVED LOT**
73	**Block & Tackle UNRESERVED LOT**
74	**10no. Haybob Tines UNRESERVED LOT**
75	**Spear & Jackson Strimmer UNRESERVED LOT**
76	**Homelite HES 3335 Chainsaw UNRESERVED LOT**
82	**Qty of Assorted Wood Screws**
86	**Grain Master 400 Protimeter**
95	**Honda UK 425 Strimmer**
102	**Box of 24no. Tubes of Sealant**
105	**Cat Cable Detector C/C: 90152010**
109	**Refuelling Hand Pump**
122	**2no. Rolls of Barbed Wire UNRESERVED LOT**

Lot	Title/Description
123	**Qty of 21no. Shelving Brackets various lengths UNRESERVED LOT**
124	**Commercial Heavy Duty Torque Wrench**
125	**2no. Sets of Lifting Chains UNRESERVED LOT**
127	**Hilti Core Drill DD160E UNRESERVED LOT**
128	**2no. Boxes of LED Lights UNRESERVED LOT**
130	**Qty of Electric Sheep Netting**
131	**3no. Galvanised Hay Racks UNRESERVED LOT**
132	**2no. Red Saddle Racks UNRESERVED LOT**
133	**Workshop Heater**
134	**Dehumidifier CR70-DY-12**
135	**Cannon Chimney Pot 18in height**
136	**Hi-Dri Model HD500 Dehumidifier**
137	**Countax Hurricane Vacuum C/C: 84148080**
138	**4no. Polycool Pedestals and 1no. Single Phase Fan C/C: 84145100**
139	**3no. 50m Fencing Wire unused**
140	**Chicken Wire unused UNRESERVED LOT**
141	**Qty of Nuts & Bolts**
142	**2no. Lorry Axle Stands UNRESERVED LOT**
143	**New Holland Seat fits T range C/C: 87082990**
144	**Flymo Electric Lawnmower**
145	**Compressor C/C: 84144010**
146	**Pillar Drill 240v**
147	**Pillar Drill 415v**
148	**Karcher Jet Wash**
150	**150**
151	**Pr. of Car Axle Stand UNRESERVED LOT**
152	**Diesel Heated Steam Cleaner c/w lance (wiring needs attention as fire damaged)**
153	**Qty of Wire Ropes on Shackles UNRESERVED LOT**
154	**6 Gun Cabinet c/w 2no. keys UNRESERVED LOT C/C: 93052000**
155	**Mountfield Shredder 2200W UNRESERVED LOT**
156	**Husqvarna Chipper UNRESERVED LOT**
157	**John Deere/Grammer Tractor Seat UNRESERVED LOT**
158	**Pump UNRESERVED LOT**
159	**Petrol Engine Pressure Washer**
160	**Industrial Vacuum UNRESERVED LOT**
161	**RCO Floor Polisher UNRESERVED LOT**
163	**Dust Extraction Unit C/C: 84798997**
164	**Makita LS1013 Electric Saw Bench C/C: 84659120**
166	**Ridged 40-A Portable Tristand Yoke Vice C/C: 82057000**
167	**Damp Coarse Injection Unit**
168	**Karcher Steam Cleaner**
169	**Diesel Pump UNRESERVED LOT**
170	**Wacker Petrol Breaker**
172	**Honda Water Trash Pump**
173	**Honda Water Pump**
174	**Honda Pressure Washer**
175	**Carpet Cleaner**
176	**3no. Air Vibrating Pokers C/C: 84306900**
177	**Vacuum Cleaner**
178	**Armoured Electric Cable 3 cores 1.5mm 300/500v UNRESERVED LOT**
180	**Airless Paint Sprayer C/C: 84244990**
181	**Fencing Wire (50m) unused UNRESERVED LOT**
182	**4no. Rolls of 640m Galvanised Wire C/C: 73142090**
184	**4no. Rolls of 640m Galvanised Wire C/C: 73142090**
186	**3no. Plasterers Lights**
188	**Suzuki 3in Water Pump**
190	**Workshop Electric Compressor**
194	**3no. Portec Gas Bird Scarer UNRESERVED LOT**
195	**Petrol Hydraulic Breaker Pack c/w breaker**
196	**Metal Boot Wash Station**
197	**Welder**
198	**Qty of Animal Bedding UNRESERVED LOT**
199	**Qty of Animal Bedding UNRESERVED LOT**
200	**Qty of Animal Bedding UNRESERVED LOT**
201	**Dehumidifier**
202	**Small Fridge and Water Heater UNRESERVED LOT**
203	**Dehumidifier**
205	**Engine Stand 1000lbs unused**
206	**Small Shot Blaster c/w hose**
207	**Drester Blaster 2700 UNRESERVED LOT**
208	**Kew DX Steam Cleaner Single Phase**

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot	Title/Description
209	**Alco 240v Generator Ex MOD UNRESERVED LOT**
210	**Petrol Compressors UNRESERVED LOT**
211	**Bowman Clay Trap**
212	**Barrel Trolley and Oil Dispenser 45gal**
213	**Barrel Trolley and Oil Dispenser 45gal**
214	**Fan UNRESERVED LOT**
215	**Penny Hydraulics Crane Swing Lift**
216	**Penny Hydraulics Crane Swing Lift**
217	**Battery Roller Trolley UNRESERVED LOT**
218	**H/F Tyre Changer UNRESERVED LOT**
219	**2no. 20m Coils of 1in Air Hose C/C: 40091100**
220	**Hydraulic Power Pack**
221	**Pallet of Hand Sanitiser UNRESERVED LOT**
222	**Air Powered Grease Gun**
223	**2no. Ensign 360 Industrial Vacuum UNRESERVED LOT**
224	**Faic Electric Air Compressor Single Phase UNRESERVED LOT C/C: 84144010**
225	**Pallet of Hand Sanitiser UNRESERVED LOT**
226	**Faic Electric Air Compressor Three Phase UNRESERVED LOT C/C: 84144010**
228	**Tool Vault**
229	**CT300 CL Generator UNRESERVED LOT**
230	**Heavy Duty Pipe Bender**
231	**Barrel Trolley UNRESERVED LOT**
232	**4 Drawer Filing Cabinet UNRESERVED LOT**
233	**Set of Ifor Williams 8ft Ramps**
234	**Pallet of Hand Sanitiser UNRESERVED LOT**
235	**Pallet of Hand Sanitiser UNRESERVED LOT**
236	**Pallet of Hand Sanitiser UNRESERVED LOT**
237	**Pallet of Hand Sanitiser UNRESERVED LOT**
238	**Pallet of Yardforce Cordless Pressure Washers 20v**
239	**Engine Driven Chipper**
240	**Belle Petrol Mixer**
241	**Shelving UNRESERVED LOT**
244	**JCB Hydraulic Power Pack c/w breaker**
246	**Neilson Pressure Washer UNRESERVED LOT**
248	**Simplicity Water Pump UNRESERVED LOT C/C: 84138100**
250	**Stephill Generator UNRESERVED LOT**
252	**Qty of Paint & Hardener UNRESERVED LOT C/C: 32082090**
254	**Sealey Folding Workshop Crane SC10 c/w pins and manuals in the office**
256	**Nilfisk Mh-5M Steam Cleaner C/C: 84243001**
258	**Abac 3 Phase Compressor UNRESERVED LOT**
271	**HPC Plus Air Compressor Tank C/C: 84144010**
311	**Rhino Dry Air Dehumidifier**
312	**Pillar Drill 3 Phase Morse Tapered**
391	**8no. Dutch Bikes used C/C: 87120030**
392	**8no. Dutch Bikes used C/C: 87120030**
393	**8no. Dutch Bikes used C/C: 87120030**
394	**8no. Dutch Bikes used C/C: 87120030**
395	**8no. Dutch Bikes used C/C: 87120030**
396	**8no. Dutch Bikes used C/C: 87120030**
397	**8no. Dutch Bikes used C/C: 87120030**
398	**8no. Dutch Bikes used C/C: 87120030**
399	**8no. Dutch Bikes used C/C: 87120030**

Lot Title/Description

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot Title/Description

CONDITIONS OF BUSINESS (ON-LINE)

Information for Buyers

1. Introduction

1.1 The following informative notes are intended to assist Bidders and Buyers and form part of our Conditions of Business, including the Conditions of Sale and the Terms of Consignment for Sellers, which are readily available for inspection on our web-site (www.cheffins.co.uk) or at our offices. All Bidders and Buyers will be deemed to have read and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if there is anything you do not fully understand.

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

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

1.4 The Auctioneers may supplement or supersede these Conditions in whole or part with Special Conditions applicable to the 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.

2. Buyers Premium

2.1 All purchases will be subject to a buyer's premium as stated in the foreword or special conditions applicable to the Sale or Lot which may be varied by condition reports which may be provided at the Buyer's request.

The Buyer's Premium will be subject to a minimum charge of £2.50 plus VAT per Lot and to the conditions detailed below.

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

3. Entry to the Sale Site

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

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

3.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lots in to the Sale without giving any reason.

4. Value Added Tax

4.1 VAT at the standard UK rate will be added to the hammer price on all Lots unless the Lot is sold under the Margin Scheme (including some commercial vehicles) or the Auctioneers' Margin Scheme when VAT will not be added separately to the hammer price. Under the Margin Scheme no VAT is shown on the invoice but the Buyer's premium will be shown as inclusive of VAT which cannot be reclaimed as input tax. The Auctioneers may choose, entirely at their discretion, to enter any Lot into the Margin Scheme. Any Lot entered into the Auctioneers' Margin Scheme in the Auction catalogue will be identified by the letter 'M'. Lots purchased under one of these schemes will be marked in the catalogue with either an 'M' or an 'A'. The only other exception to the rule of zero-rated items will be those items which will be marked in the catalogue with either a 'Z' or an 'E' and will not attract VAT. Prospective Purchasers should check with the Auctioneers before bidding if they are unsure in to which category any Lot falls. Full details of both the Margin Scheme and the Auctioneers' Margin Scheme can be found on the Cheffins HMRC website (www.hmrc.gov.uk reference 7181, 7187 and 7182).

Lot Title/Description

4.2 The zero rating of items purchased is subject to the auctioneers receiving valid proof that the items ha 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.

4.3 Conditions of Business, including the Conditions of Sale and the Terms of Consignment, will be equivalent to a VAT Deposit equivalent to the standard UK rate of VAT. This amount will be refunded to the vendor and 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 Auctioneers office and will include original copies of the relevant Export Lodgement Advice and a satisfactory Bill of Lading or Certificate of Shipment. Where acceptable evidence is not received within the relevant time limits, the VAT Deposit will be paid directly to HMRC as VAT.

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 selling price, including condition reports which may be provided at the Buyer's request, is a statement of opinion held by the Auctioneers. It is, however, deemed that prospective Buyers have inspected the Lots on which they intend to bid at pre-arranged viewings. Accordingly, the Auctioneers accept bids from potential Buyers on the basis that the Buyers (or their advisors) have fully inspected the Lot prior to bidding and have satisfied themselves prior to bidding in relation to the condition and accuracy of the description of the Lot.

The nature of the Lots sold at Auction is such that they will rarely be in perfect condition and are likely, due to their nature and age, to show signs of wear and tear, damage, or other imperfections, restoration or repair. Any reference to condition by the 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, nor any of their employees or agents, have any authority to give any warranty or representation in relation to the condition of Lots by reason of description or otherwise, save as may be specifically confirmed in writing by the Auctioneers. Any Lot purchased in the Auction is purchased by the Buyer in reliance wholly on his own judgement and no claim for any Lot which is in any way defective or incorrectly described or catalogued will be allowed, nor will the Auctioneers be responsible in any way for the correctness of any description or for any defect, error or omission in any description of any Lot or for the failure of any Lot to correspond with any description thereof whether contained in any catalogue, advertisement, circular, letter, statement or otherwise howsoever. Cheffins HMRC website www.hmrc.gov.uk reference 7181, 7187 and 7182.

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

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

5.2 Certain machines could contain hazardous substances such as blue and white asbestos, dangerous chemicals and other hazardous substances which, if not handled correctly and disposed of correctly, could be in breach of Health and Safely 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 be indemnified by the Auctioneers against any failure to do so.

6. Bidding

6.1 Bidders are required to register on Cheffins on-line bidding platform and will be required to pay a deposit, the amount 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.

6.2 Commission Bids may be left online by a Bidder indicating the maximum amount to be bid (excluding VAT and Buyers Premium). The Auctioneer will bid on behalf of the Bidder up to the reserve price of the Lot and any other bids received, the sale may be concluded for less than the amount indicated. The Bidder will be charged the Buyer's Premium and VAT on the hammer price if for any reason the commission bid is not executed. If two bidders submit identical bids, the first bid received has priority.

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

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

7. Payment

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

7.2 We accept the following methods of payment:

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

Sort Code: 20-17-68

Account Number: 50237698

Swift Code: BARC GB 22

IBAN: GB43 BARC 2017 6850 2376 98

Please quote your buyers number or name as reference

Cheques- Cheques are accepted entirely at the Auctioneer's discretion and any cheques tendered will need to be cleared before removal of the Lot is permitted (please note you must allow 6 days for a cheque to clear).

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

Sold Lots can only be released to the Buyer on Cheffins' receipt of payment in full and cleared funds of the invoice total.

7.4 Accordingly, the Late Payment of Commercial Debts (Interest) Act 1998, shall not apply. Auctioneers reserve the right to charge any claim against the Auctioneer for late payment at 8% above the prevailing base rate set by the Bank of England, for any unpaid account.

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.

8. Export of Goods

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

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

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

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot Title/Description

9. Collection and Storage

9.1 Please note that all Lots must be paid for in accordance with Clause 7 above. Lots cannot be released until payment (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.

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.

9.3 Any Lot which, without the express written consent of the Auctioneers, has not been collected within the time stated in the Auctioneer's absolute discretion, and is liable to a £25 per lot storage charge prior to collection

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

10. Inspection of Goods

Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves by inspection as to the condition of each Lot and should exercise their own discretion and rely on their own judgement as to whether the Lot accords to its description. Neither the Auctioneers, their staff or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their staff or agents or by any Vendor in respect 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 bought at the Auction from 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

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.

Lot Title/Description

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 Safety of Toys and Furniture and Use and Misuse Regulations.

13. Auctioneer's Right to Annul Sales

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

14. Agency

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 formed directly between the Buyer and the Seller.

Terms of Consignment for Sellers

1. Introduction

1.1 All aspects of the relationship between Sellers, Buyers and/or Cheffins regarding the sale, purchase or holding of property by Cheffins are governed by Cheffins' Conditions of Business, including these Terms of Consignment for Sellers, the Conditions of Sale, the Information for Buyers and any additional terms, conditions or notices as may be referred to herein or that may be amended by way of notices posted in the sales offices, catalogues or by way of announcements made by the Auctioneer.

1.2 Sellers' attention is specifically drawn to paragraphs 7, 8, and 11 of the 'Terms of Consignment for Sellers', which contain specific obligations on Sellers and limitations and exclusions of Cheffins' legal liability. These limitations and exclusions are consistent with Cheffins' Conditions of Business.

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

2. Definitions

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot Title/Description

Unless otherwise stated, all defined terms have the same meaning in these Terms of Consignment for Sellers as set out in the Conditions of Sale. In these Terms of Consignment for Sellers:

‘Net Sale Proceeds’ means the Hammer Price of the Lot sold (as received by Cheffins in full and cleared funds from the Buyer), less Seller’s Commission, and any other amounts payable by the Seller to Cheffins in accordance with these Terms of Consignment.

‘Seller’s Commission’ means the commission payable by the Seller to Cheffins in relation to the sale of a Lot which is consigned by the Seller, such commission payable at the date of the sale together with any applicable VAT at the rates set out in these Terms of Consignment or as may otherwise be updated or agreed with Cheffins.

3. Seller’s Authority

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

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

4. Sellers Commission

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

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

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

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

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

Class 1 items: Minimum £50

Maximum £600

Class 2 items: Minimum £5

Maximum £600

Class 3 items: Minimum £50

Maximum £600

4.2 Definitions:

Lot Title/Description

Class 1 items: Tractors, Excavators, Loading Shovels, Telescopic Handlers, Forklift Trucks, Balehandlers, Cranes, Dumpers, Combine Harvesters, Self-Propelled Sugar Beet Harvesters and Forage Harvesters and Self-Propelled Sprayers.

Class 2 items: All other items except Vehicles.

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

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

5. Sellers Entry Fees

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

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

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

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

6. Value Added Tax

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

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 Auction. The Seller is aware Sellers should be aware that the Auctioneer will decide which, if either of these schemes are being used in any particular Auction and, if so, whether their item to be entered is eligible for Cheffins in relation to the Lot(s). A Lot is ineligible for the Auctioneers' Scheme if the Vendor will be required to sign the declaration on the Entry Form to confirm that the item is eligible to be entered under one of the schemes. Sellers may elect for any of their eligible items to be included in the Auction under normal VAT rules if they wish. Lots included under one of these schemes will be identified in the catalogue with either an 'm' or an 'a'. The only other exception will be in the case of 'zero-rated' or 'exempt' items. Full details of the Margin Scheme and the Auctioneers' Scheme can be found on the HMRC website www.hmrc.gov.uk notices 718,718/1 and 718/2.

6.2 VAT will be added to the Seller's Commission and Entry Fees and shown separately on all items sold under normal VAT rules and 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.

6.3 Sellers living outside the UK but within the European Union and who are registered for VAT in their home country will 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 their VAT registration number. This will be checked by the Auctioneers for validity against the relevant 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 is paid over to HMRC by the Auctioneers 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 the Seller's sole discretion at 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 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 from any third party rights, claims or potential claims;

c) The Seller has provided Cheffins with all information concerning the provenance of the Lot that is known to the Seller and Cheffins has relied upon such information, but the Seller does not accept any responsibility for the accuracy of such information and the Seller agrees to indemnify Cheffins in respect of any claims, demands or expenses made against Cheffins by third parties in relation to the ownership, condition, authenticity, attribution, or export or import of the Lot;

d) The Seller is aware of and has complied with all applicable laws and regulations relating to the Auction and the Lot(s) and has obtained all necessary consents and licences for the Lot to be sold at Auction;

e) The Seller is aware that Cheffins is acting as agent for the Seller and not as principal and that Cheffins has no liability to the Seller or the Buyer in relation to the Lot(s) except as expressly set out in these Conditions of Business;

f) The Lot has been or will be lawfully imported and lawfully and permanently exported as required by the laws of any country in which it is or was located. Any required declarations upon the export and import of the Lot, including Notification of Vehicle Arrival (N O V A) declarations have been or 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 Purchase Price of the Lot;

h) The Seller is not aware of any VAT charged on the Lot's Commission Charges and has supplied the Auctioneers with their VAT registration number and any images of the VAT will be shown as an inclusive fee for Seller's Commission and Entry Fees on items sold under the Auctioneers' Margin Scheme.

i) Unless the Seller notifies Cheffins to the contrary, any electrical or mechanical goods or components are in a safe operating condition if reasonably used for the purpose for which they were designed, and are free from any defect not obvious on external inspection which could pose a hazard to Cheffins and/or any third parties handling the Lot while being used for its intended purpose. Where the Seller is aware of any defect not obvious from an external inspection the Seller will describe the item as 'incomplete'.

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

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

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

8. Indemnity

8.1 The Seller agrees to indemnify Cheffins, Cheffins' servants, agents, directors, officers and

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.

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

9. Valuation Estimates and Descriptions

9.1 Any valuation estimates given by Cheffins are honestly held opinions and are only an indication of the price Lots may achieve at 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.

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

9.3 Subject to the limitations and exclusions set out in these Terms of Consignment, Cheffins exercises reasonable care in compiling descriptions of Lots, but relies on the opinions of experts, consistent with its role as Auctioneers.

9.4 All Lots are sold 'as seen' with all faults and errors of description. Purchasers should satisfy themselves prior to the sale as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords to its description. Neither the Auctioneers, their servants nor agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

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

10. Illustrations

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

Lot Title/Description

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

11. Limitation of Liability and Exclusions

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

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, unless Cheffins is negligent or otherwise in breach of these conditions of sale.

11.3 Unless otherwise agreed by the Auctioneers in writing, Cheffins total Liability in respect of any breach of these conditions, description of Lots, negligence or otherwise ('collectively Liability') shall be limited to the Net Sale Proceeds of the relevant Lot and they shall have no liability for

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

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

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

12. Reserves

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot Title/Description

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

12.2 Cheffins shall in no circumstances be liable if bids are not received to the level of the reserve provided, if requested, whereupon Cheffins pays the Seller the sale proceeds it would have received if the Lot had sold for the reserve.

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

13. Post Sale

Following the sale, the Seller will be liable to pay Cheffins the Seller's Commission and any other expenses applicable. These charges will be deducted from the payment of the Hammer Price received from the Buyer.

14. Payment to Seller

14.1 After the sale of the Seller's property, settlement of the Net Sale Price due to the Seller shall normally be made within 14 days following the sale, subject always to Cheffins receiving payment of the Purchase Price in full and cleared funds from the Buyer. In the event the Buyer has not paid for the Lot, at the sole discretion of the Auctioneers, no settlement will be made to the Seller until payment is received.

14.2 Cheffins may take the Seller's instructions regarding recovery of payment, subject to the Conditions of Sale, but it is Cheffins' sole discretion to take any action against a Buyer or seek any of the remedies as set out in the Conditions of Sale. Cheffins is under no obligation to investigate the ability of any Bidder to pay for purchased Lots or to pursue any Buyer for non-payment.

Lot Title/Description

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

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

14.5 Following the sale of any motor vehicles, vehicles will be released, if required, when the Seller has stated on the Entry Form that a V5 Registration Document is supplied and whereupon the said document is not delivered to the Auctioneers at the time of sale, Cheffins shall not pay over the Net Sale Proceeds to the Seller until such time as the Seller has delivered the V5 Registration Document to the Auctioneers.

14.6 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 moves due to Cheffins error, the Seller will be responsible for the cost of any transport incurred in the Lot(s) being transferred to or from the sale site or any other agreed location.

15. Loss and Damage of Property

15.1 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of any loss or damage whatsoever to any property, real or personal, including all Lots which remain at the Seller's risk until the risk passes to the Buyer in accordance with condition 15.4 below, whether incurred before, during or after the sale, unless

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, except to the extent that Cheffins' sole is due to the negligence of the Auctioneers or

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.

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 under Cheffins' insurance policy.

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. Cheffins' Conditions of Business are applicable to any such Private Treaty sale. The Auctioneers reserve the right to sell such Lot(s) at the reserve price collected with consultation with the Seller.

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 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.

16.5 For the avoidance of doubt, unsold and withdrawn Lots will not be released to the Seller until all agreed 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. 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 will be settled by the Auctioneers as appropriate.

Lot Title/Description

17. Transport and Storage

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 transport of Seller's property will be chargeable to the Seller.

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.

17.3 Any Lot sold at auction unsold which, upon the Conditions of Business applicable, has not been collected within 6 calendar months of the day it was last sold or offered for sale, will be deemed to have been abandoned and the Auctioneers will be entitled to dispose of such abandoned Lot(s) at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the Auctioneers.

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.

Conditions of Sale

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

1. Definitions

In these Conditions:

"Auctioneer" means Cheffins or their Lot(s) disposed of by the Auctioneers as appropriate.

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot Title/Description

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

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

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

'Deliberate Forgery' means an imitation made with the intention of deceiving as to make, model, period or origin to a degree that at the date of the sale a reasonably skilled person would be misled to believe that it is or contains a genuine work of art or part thereof rather 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 by the fall of the hammer.

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

'Net Sale Proceeds' means the Hammer Price of the Lot sold (as received by Cheffins in full and cleared funds from the Buyer), less the 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, VAT chargeable and any additional charges payable by a Buyer in accordance with these Conditions of Business.

'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 a Lot, which is quoted by the Seller and then agreed between the Seller and Cheffins prior to the date of the sale together with any applicable VAT at the rates set out in the Terms of Consignment for Sellers (or as the Auctioneer is otherwise reasonably agreed with Cheffins).

'Terms of Consignment for Sellers' means the stipulated terms and rates of commission on which Cheffins accept Lots for sale, as varied from time to time 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) at which Lots are to be sold for at the sale.

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 any 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 required at the time of registration.

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

3.3 Bidders shall be deemed to act as principals and require Cheffns' written consent at the time of Bidder registration to bid as agent for another person. A Bidder acting as agent may be personally 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).

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. Cheffins can only accept payment for the Lot from the registered Bidder.

3.5 The Auctioneers and/or the Seller reserve the right to fix a Reserve Price for any Lot and to withdraw a Lot from the sale. Unless the Seller's Commission does not exceed any other reserve. 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, if given, or the Lot shall be withdrawn.

3.6 Cheffins expressly reserves the right to bid on behalf of the Seller up to the amount of any reserve. The Auctioneer 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 error or dispute about a bid. Any disputed bid will be settled at the Auctioneer's absolute discretion.

3.7 The Seller accepts bids on any Lot, either personally or 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.

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

Range	Increment
£0 - £200	£10
£200 - £500	£20
£500 - £1000	£50
£1000 - £2000	£100
£2000 - £5000	£200
£5000 - £10000	£500

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot	Title/Description
£10000 - £20000	£1000

Cheffins is not bound to implement any of the above increments

3.9 No person may advance less at a bid than a sum to be named from time to time by the Auctioneers. Zero rated Lots will be treated in the same way as 'Margin Scheme' Lots.

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

3.11 Cheffins' knowledge in relation to any Lot is dependent on information provided by the Seller and Cheffins is not able to undertake detailed investigations on behalf of each Buyer. Each Lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lots on which they bid.

3.12 Each Lot offered for sale at Cheffins is available for inspection by Bidders prior to the auction. Cheffins accepts no liability for any Bidder (and/or independent advisors acting on the Bidder's behalf) have fully inspected the Lot prior to bidding and have satisfied themselves prior to bidding as to both the condition of the Lot and the accuracy of its description. All Lots are offered for sale in the condition they are in at the time of auction.

3.13 Sale catalogues, catalogue illustrations and condition reports are for information purposes only and do not necessarily convey the full information regarding any Lot. Information provided to Bidders or their advisors prior to the sale in respect of any Lot, whether written or oral, is given in good faith but is a statement of opinion honestly held by Cheffins and is not a statement of fact.

3.14 Subject to the conditions in paragraphs 3.11, 3.12 and 3.13 above, Cheffins exercises reasonable care when making statements of opinion consistent with its role as auctioneers on the basis of information provided by the Seller and the generally accepted opinions of relevant experts. Cheffins is not required to seek the opinion of any expert outside Cheffins.

3.15 A sale contract is made directly between the Buyer and the Seller on the fall of the Auctioneer's hammer, following which the Buyer becomes liable to pay the Purchase Price.

4. Other Types of Bids

4.1 Subject to the conditions set out in paragraph 3 above, Cheffins will, if so instructed by a Bidder clearly in writing not less than 2 hours prior to the Auction beginning, execute bids on the Bidder's behalf by commission bid. Where applicable, if two Bidders submit identical bids, the Auctioneer will endeavour to ensure the first bid received has priority.

4.2 In some auctions the Bidder can register, not less than 24 hours prior to the auction beginning, to bid during the auction by telephone or online. Prospective Bidders should check with the Auctioneers whether this service is available for any auction.

4.3 Neither the Auctioneer nor its employees or agents shall be responsible for any failure to execute any instructions to bid for any reason, including but not limited to technical failures of phones or online connections.

5. Value Added Tax

5.1 Value Added Tax on the Hammer Price is imposed by the laws of England and Wales on all items upon which VAT is due. It will also be charged and shown separately on the Buyer's Premium on these Lots which will be identified in the Auctioneer's catalogue with a symbol 'v'. Buyers from outside the UK should refer to the Information for Buyers for a full explanation of the VAT position as far as they are concerned.

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

Lot	Title/Description

5.3 Sellers of Lots entered under either the 'Margin Scheme' (including second-hand cars) or the 'Auctio
Input VAT could not, has not and will not be reclaimed against these items. VAT charged on the Seller's Commission and Entry Fees will be shown separately in respect of Lots entered under the 'Margin Scheme' and inclusive in respect of Lots entered under the 'Auctioneers Margin Scheme'.

6. Payment

6.1 All Lots purchased must be paid for on the day of the Auction during the Buyer.

6.2 All Lots purchased through the on-line bidding platform must be paid for within 1 week of the Cheffins Auction by any means on the basis that Bidders (and/or independent

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

6.4 Any payments made by the Buyer to Cheffins may be applied by Cheffins towards any sums owing from the Buyer to Cheffins on any account whatever without regard to any directions of the Buyer, whether express or implied.

6.5 Title in purchased Lots will not pass to the buyer until Cheffins has received the required Purchase Price of the Lot in full and cleared funds. Cheffins will not release any Lot to the Buyer for collection until payment of the Purchase Price and any additional charges to the Buyer (as set out in paragraph 6) is received.

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

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

7. Remedies for Non Payment

7.1 If any Lot is not paid for in full and collected in accordance with these Conditions or if there is any other breach of these Conditions, Cheffins, as agent for the Seller and on its own behalf, shall, at its absolute discretion and without prejudice to any other rights Cheffins or the Seller may have, be entitled to exercise one or more of the following rights and remedies:

a. To commence legal proceedings against the Buyer for the Purchase Price and any related expenses for that Lot, together with any interest and costs of such proceedings on a full indemnity basis.

b. To cancel the sale of that Lot and any other Lots sold by Cheffins to the Buyer.

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

Lot Title/Description

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

d. To remove, store and insure the Lot at the Buyer's sole risk and expense and, in the case of storage, charge the Buyer's account a reasonable storage charge.

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

f. To retain the Lot or any other Lot sold to the Buyer until the Buyer pays the total amount due and to the Bidder's Agent applying on the Buyer's behalf for any purpose until the debt is satisfied.

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

h. To apply any proceeds of sale of other Lots due or, in the future, becoming due to the Buyer towards settlement of the total amount due.

i. To release the name and address of the Buyer to the Seller to enable the Seller to commence legal proceedings to recover the outstanding balance, provided that Cheffins will take reasonable measures to notify the Buyer prior to releasing such details to the Seller.

7.2 Cheffins shall, as agent for the Seller and on their own behalf pursue these rights and remedies only so far as they deem at their sole discretion is reasonable to make appropriate recovery in respect of breach of these Conditions of Business. They are in no way obligated to exercise any of the paragraph 8 remedies.

8. Collection of Lots

8.1 All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes can be obtained from the Auctioneer's office. All Lots must be checked out by the Security Staff.

8.2 All Lots remaining unsold which are not to be entered into the following Sale, and Lots which the Auctioneers have provided the Seller's consent to remain on the Saleground within 14 days of the Sale in which they were last entered or within 14 days of such request from the Auctioneers (whichever is the later) will be removed to Cheffins at the Buyer's risk and expense.

8.3 Subject to Clause 8.4 below, if the Buyer pays the Purchase Price and any related expenses but fails to collect the purchased Lot(s) within 10 days of the date of the auction, the Lot(s) will be stored at the Buyer's expense and risk at Cheffins or with a third party.

8.4 Any Lot(s) which, without the express written consent of the Auctioneers, has not been collected by the Buyer within 10 days of the date of the auction will be deemed to be abandoned and the Auctioneers will be entitled to dispose of such abandoned Lot(s) as they see fit. The Buyer shall have no right to the proceeds of any disposal(s) which will be paid to and retained by the Auctioneers.

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

8.6 The Buyer shall be required to show proof of purchase and identification prior to the Lot being released. Cheffins shall not be liable to any person other than the Buyer and will require written authorisation by the Buyer before Cheffins will release any purchased Lot to them.

8.7 All packing and handling of Lots will be at the Buyer's sole risk. Cheffins will not be responsible for any damage caused in packing or handling.

9. Warranties and Limitation of Warranty

Lot Title/Description

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

9.2 Subject to paragraph 9.1 above, neither Cheffins nor the Seller is liable for any errors or omissions provided to Bidders by Cheffins, whether orally or in writing, whether negligent or otherwise, except as set out in paragraph 9.7 of these Conditions of Sale.

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

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

9.5 Any proceedings by a Bidder or Buyer against Cheffins or the Seller will be limited to the Purchase Price in respect of the relevant Lot and shall not include under any circumstances indirect or consequential losses.

9.6 This paragraph 9 shall not exclude or limit Cheffins' liability in respect of any fraudulent misrepresentation made by Cheffins or the Seller.

10. Deliberate Forgeries

10.1 Notwithstanding the Conditions in paragraph 9, any Lot which proves to be a Deliberate Forgery (as defined in paragraph 1) may be returned to Cheffins by the Buyer within 14 days of the Auction Date provided the Seller can, at the Seller's cost, return the Lot in the same condition as when bought, and Cheffins is satisfied at its sole discretion that the above criteria have been met and that the Lot is a Deliberate Forgery, the sale will be cancelled and Cheffins shall refund the relevant paid by the Buyer for the Lot including any Buyer's Premium.

10.2 If the Buyer is not prepared to return a Lot for the reasons set out in paragraph 10.1, the Buyer shall have no right to the remedy provided by this paragraph 10. The right of returning provided by this paragraph 10 is additional to any right or remedy provided by law or by these Conditions of Sale.

10.3 Cheffins may require the Buyer to obtain at the Buyer's expense the reports of up to two independent and recognised experts in the field, mutually acceptable to Cheffins and to the Buyer, before Cheffins shall be obliged to act upon the Buyer's behalf. The Buyer waives the right to seek additional expert advice at its own expense.

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

11. Export and Licensing

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot Title/Description

It is the Buyer's sole responsibility to identify and obtain any necessary licences for a Lot, including but not limited to export and import. Cheffins and the Seller make no representations or warranties as to whether any Lot is or is not subject to export or import restrictions. The denial of any licence permit shall not entitle the Buyer to cancel the sale contract or delay payment of the Lot.

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 reason.

12.4 Anyone attending who damages a Lot, whether intentionally or negligently, will be held liable for the cost of repairing damage and will pay on demand the amount of such cost.

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

13. Data Protection

13.1 Cheffins will request and use personal information from clients in connection with the business conducted by Cheffins, including for the provision of auction related services, client 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 the course of its Business. Such information may include the client's name and contact details, proof of identity, and financial information as may be required by Anti-Money Laundering legislation.

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 European Union. In the course of its Business, Cheffins may disclose personal information to third parties in countries without equivalent protections. Cheffins requires that such third parties respect the privacy and confidentiality of its clients' information and provide the same level of protection for clients' information as provided within the European Union. By consenting to these Conditions of Business, clients agree to such disclosure.

13.4 Clients should note that telephone calls to Cheffins relating to auction bids may be recorded.

14. Agency

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

15. Third Party Liability

All members of the public on Cheffins' premises are there at their own risk and must note the layout of the Sale Site and any conditions, dangers or obstructions. Neither the Auctioneers nor its employees or agents shall incur liability for death or personal injury (except as required by law) or for loss of or damage to property of persons visiting.

16. Auctioneers Right to Annul Sales

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

Lot Title/Description

17. Compliance with Road Traffic Acts

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

18. 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 cancel an auction registration by any person.

18.3 Spoken statements may be made in addition to the 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 by Cheffins, Seller or Bidder may be given by first class post to the last address of which Cheffins has been notified and shall be deemed served on the second working day 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 for 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 held 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 These Conditions of Sale and Terms of Consignment for Sellers, the Information for Buyers and any additional terms issued by Cheffins prior to the sale constitute 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).

Auction - Small Electrial Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 13/07/2021 1:08 PM BST

Lot	Title/Description	Lot	Title/Description

18.10 These Conditions of Business, including the Information for Buyers and the Terms of Consignment for Sellers, 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.