

Auction - Small Electrical Lots, Workshop Equipment, Small Groundcare to be held at the Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 07/09/2021 10:00 AM BST

Lot Title/Description

1	Stihl HS80 Petrol Hedgecutter c/w manual non runner UNRESERVED LOT C/C: 84672980
2	Snap On 18U High Output Impact Drill C/C: 84672100
3	Hytec Electric Pump C/C: 84131100
4	Benzi PTO Clutch Components C/C: 87089997
6	2no. Marconi Moisture Meters UNRESERVED LOT C/C: 84388099
8	Stihl MS440 Chainsaw C/C: 84672210
9	Neilson Air Impact Gun C/C: 84671100
10	Echo SRM 3550 Strimmer Direct from local estate UNRESERVED LOT C/C: 84678900
11	Warning Sign C/C: 83100000
12	Challenge Electric Hand Saw 230v C/C: 84659190
13	Zenith Auto Lazer Level & Hand Set (Cased) C/C: 84672900
14	Qty of Grease Guns C/C: 84678900
15	3kva Transformer C/C: 85043200
16	Stihl FS 26-4 Strimmer C/C: 84678900
17	Transformer 110v C/C: 85043200
18	Assorted Boxes of Workshop Consumables C/C: 94032080
19	Dewalt Electric Drill in a case
20	Tree Trunk Pointer for Christmas trees C/C: 84603900
21	Power Hand Air Impact Gun
22	Snorkel Kit for Isuzu Truck C/C: 39269097
23	Makita Heavy Duty Breaker 110v C/C: 84314980
24	Boxes of JCB Oil Filters/Cab Filters/Air Filters C/C: 84099900
25	Makita Medium Breaker C/C: 84314980
26	2no. Jump Lead Sets C/C: 85071098
27	Log-Loc UNRESERVED LOT C/C: 82057000
28	Qty of Donaldson Sundry Filters C/C: 84099900
29	Qty of Caterpillar Sundry Filters including Oil Filters, Cab Filters, Air Filters C/C: 84099900
30	Qty of Caterpillar Sundry Filters C/C: 84099900
31	Qty of Sundry Gaskets
32	Starhead Sockets
33	Fordson Hydraulic Pump UNRESERVED LOT C/C: 84254200
34	Sealey 150mm Lightweight Polisher c/w Makita finishing sander & blackspur polisher
36	Cat Locator C/C: 90152010
37	Makita Medium Breaker C/C: 84314980
38	Makita Medium Breaker C/C: 84314980
39	Submersible Pump 110v C/C: 84138100
40	Volvo VFI Air Filter C/C: 84099900
41	3no. Doosan Air Filters C/C: 84099900
43	Record Service Van Vice C/C: 82057000
44	Fendt Diagnostic Kit C/C: 90318098
45	John Deere Diagnostic Kit C/C: 90318098
46	Deutz Diagnostic Kit C/C: 90318098
47	Bosch Electric Drill UNRESERVED LOT C/C: 84323011
48	Air Con Service Kit Vacuum Pump C/C: 84141025
49	Air Con Service Pump C/C: 84141025
50	Fendt Tractor Service Parts Kit C/C: 87089997
51	Expo CX 240v Pressure Washer UNRESERVED LOT C/C: 84243090
52	Nuday Hydraulic Test Kit C/C: 84254200
53	Nuday Hydraulic Test Kit C/C: 84254200
54	Ryobi Power Light Strimmer UNRESERVED LOT C/C: 84678900
55	Snap On Welding Mask c/w 3no. others & welding gloves
56	Stihl MS211C 15in Chainsaw C/C: 84672210
57	Qty of Motaquip Oil Filters/Cab Filters/Air Filters C/C: 84099900
58	3no. Pipe Cutters C/C: 84619590
59	Qty of Cab Filters & Other Sundry Filters c/w commercial vehicle spares C/C: 84099900
60	McCulloch 550 Petrol Hedgecutter UNRESERVED LOT C/C: 84672900
61	Qty of Sundry Filters including JCB, Caterpillar etc C/C: 84099900
62	McCulloch Petrol Strimmer UNRESERVED LOT C/C: 84678900
64	Stihl HS45 25in Petrol Hedgecutter C/C: 84672900
65	Berco Water Heater

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66	Sovereign 6122 15in Petrol Chainsaw UNRESERVED LOT C/C: 84672210
67	Wallpaper Steamer
68	Stihl FS130 Brushcutter C/C: 84678900
69	Husqvarna 125BV Petrol Leaf Blower
70	Qty of Fuel Filters including Bobcat & Various Others C/C: 84099900
71	5no. Renault Air Filters C/C: 84099900
72	King Pin Kit C/C: 87089997
73	Qty of Blueprint Air Filters/Oil Filters/Cab Filters C/C: 84099900
74	Qty of Commercial Vehicle Spares C/C: 87089997
75	Sundry Trailer & Commercial Vehicle Spares C/C: 87089997
76	Robin Hedgecutter C/C: 84672980
77	Dewalt Drill C/C: 84672100
78	Qty of Brake Pads & Shoes C/C: 87089997
79	Pr. of Brakefit Brake Discs C/C: 87089997
80	Volvo Filters & Belts C/C: 84099900
81	2no. Trailer Light Boards c/w selection of trailer light units C/C: 87089997
82	Qty of Assorted Wood Screws
83	Boot Washer UNRESERVED LOT
84	Stable Sanitiser Powder UNRESERVED LOT
85	Qty of Various Fuel Filters C/C: 84099900
86	Grain Master 400 Protimeter
89	Flymo Powertrim 500XT 240v UNRESERVED LOT C/C: 84672900
90	Bosch AHS60-16 240v Hedgecutter UNRESERVED LOT C/C: 84672900
91	Cinhell 240v Circular Saw UNRESERVED LOT C/C: 84672900
92	Stihl KM130R Long Reach Hedgecutter C/C: 84672980
93	Gasline MT9999 20in Chainsaw C/C: 84672210
94	Stihl MS251 15in Chainsaw C/C: 84672210
95	Petrol 19in Chainsaw C/C: 84672210
96	Stihl D17 11in Chainsaw C/C: 84672210
97	Stihl MS180 13in Chainsaw C/C: 84672210
98	Stihl TS400 Disc Cutter C/C: 84328000
99	Stihl TS400 Disc Cutter C/C: 84328000
100	Stihl TS400 Disc Cutter C/C: 84328000
101	Qty of Stihl Spares c/w gaskets, hedgecutter heads, blower, cuttings discs etc C/C: 87089997
102	Bosch 110v SDS Hammer Drill C/C: 84323011
103	Dewalt DW052K Cordless Driver/Wrench C/C: 84323011
104	Mitsubishi L200 O/S Rear Light & Wing Mirror C/C: 87089997
105	Cat Cable Detector C/C: 90152010
106	Mercedes Hub Caps C/C: 87089997
107	Spare Parts
109	Refuelling Hand Pump C/C: 84131100
110	Kramp 12v Portable Diesel Pump Kit unused C/C: 84131100
111	2no. Chemlock Transport Boxes
112	Tractor/Forklift Seat C/C: 87089997
113	2no. Chemlock Transport Boxes
114	Tractor/Forklift Seat C/C: 87089997
115	Winnard Brake Disc
116	Tractor/Forklift Seat C/C: 87089997
117	Fuel Delivery Hose & Nozzle
118	Tractor/Forklift Seat C/C: 87089997
120	Single Cylinder Diesel Generator 115v UNRESERVED LOT C/C: 85201180
121	Diesel Generator 240/115 C/C: 85201180
122	Side Hammer
123	Oxford Welder c/w leads C/C: 85151100
124	Industrial CYTIG 610 Tig Welder c/w leads C/C: 85151100
125	Airmate 110v Workshop Compressor
126	Large Robin Petrol Engine C/C: 84089027
127	Honda 5hp Petrol Engine C/C: 84089027
128	Briggs & Stratton 5hp Petrol Engine C/C: 84089027
129	Tohatsu 4stroke 3.5hp Petrol Outboard Engine
131	Honda Petrol Engined Poker Drive Unit c/w vib end C/C: 84314920
133	Workshop Heater C/C: 73221900
134	Large Qty of Industrial Impact Sockets
135	Cannon Chimney Pot 18in height
136	Hi-Dri Model HD500 Dehumidifier

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137	Petrol Engine Generator UNRESERVED LOT
138	Petrol Engine Generator UNRESERVED LOT
139	Pneumatic Air Breaker Gun c/w breaker points C/C: 84314980
140	Petrol Engine Generator UNRESERVED LOT
141	Honda 2in Water Pump UNRESERVED LOT
142	Honda 2in Water Pump UNRESERVED LOT
143	New Holland Seat fits T range C/C: 87082990
144	Workshop Compressor UNRESERVED LOT
145	Stanley Honda Engine Hydraulic Power Pack c/w gun hoses
146	Superwinch Trailer Winch
147	Large Oxford Oil Cooled 240/415v Electric Welder
148	Team Sprayers Walk Behind Sprayer Direct from local estate UNRESERVED LOT
149	Husqvarna Walk Behind Rotavator Direct from local estate UNRESERVED LOT
150	John Deere D45C Lawn Scarifier Direct from local estate UNRESERVED LOT
151	Rytec Log Splitter Direct from local estate UNRESERVED LOT
152	Rytec Sawbench Direct from local estate UNRESERVED LOT
153	Medium Size Log Burner
154	Small Fly Press on Stand
156	Qty of Comerical Vehicle Trailer Air Lines
157	Honda Water Trash Pump C/C: 84138100
158	Axle Stands
159	Tool Vault C/C: 83030040
160	Electric Poker C/C: 84672900
161	Box of Filters C/C: 84099900
162	Freestanding Spot Light c/w folding stand & fluorescent light
163	Dust Extraction Unit C/C: 84798997
164	Makita LS1013 Electric Saw Bench C/C: 84659120
165	Pipe Fittings
166	Ridged 40-A Portable Tristand Yoke Vice C/C: 82057000
167	Damp Course Injection Unit
169	Stop Panel
170	Wacker Petrol Breaker
171	Pr. of Adjustable Steel Trestles C/C: 84659120
172	2no. Vauxhall Van Load/Dog Guards C/C: 73142090
173	Engineers Workshop Surface Plate 900mm L x 600mm w x 170mm h C/C: 94032080
174	Honda Pressure Washer
175	Carpet Cleaner
176	3no. Air Vibrating Pokers C/C: 84306900
177	Vacuum Cleaner
178	Gas Gun
179	Chain Tensioner
180	Airless Paint Sprayer C/C: 84244990
181	Clipper Mobile Petrol Tile Saw
182	Jefferson Macgen 3.8kva Generator
183	Sealy Super Star 320 Power Pack
184	Norbar Industrial 5R Torque Wrench
185	Jefferson Jefban 180/07W Hacksaw
186	3no. Plasterers Lights
187	Clipper Petrol Floor Grinder/Scuffler
188	Suzuki 3in Water Pump C/C: 84138100
189	9no. Topex Vermin Applicators
190	Lorry Hubs
191	Snap On 20 Drawer Mobile Tool Chest c/w large qty of tools
192	Tohatsu 4stroke 9.8hp Petrol Outboard Engine
193	Tohatsu 4stroke Outboard 9.8hp Petrol Engine
194	Large Qty of Commercial Spares c/w wheel brace kits, hyd rams, ball end joints, vehicle ball towbars etc
195	Petrol Hydraulic Breaker Pack c/w breaker C/C: 84254200
196	10ton Workshop Trolley Jack
197	Sealey 0.6ton Hydraulic Support Jack on Castor Base
198	Trailer Headstock c/w jockey wheels
199	Box of Deutz Overalls unused
200	John Deere Splitting Kit for JD 8000 series tractors C/C: 84254200
201	Fendt Cab Tilting Gear UNRESERVED LOT C/C: 84254200
202	Pr. of Aluminium Ramps C/C: 87169090
203	Dehumidifier

Lot	Title/Description
204	4no. Oxyacetylene Torches & Hose
205	Engine Stand 1000lbs unused C/C: 84254900
206	Mobi Spill Pod UNRESERVED LOT
207	Jefferson Macgen 3.8kva Generator UNRESERVED LOT
208	Bell Petrol Generator UNRESERVED LOT
209	Honda EX120 Water Pump UNRESERVED LOT
210	Honda EX12040 Water Pump UNRESERVED LOT
211	Rhino Dry Air Dehumidifier
212	Loncin 6.5hp Water Pump UNRESERVED LOT
213	Robin 15 Water Pump UNRESERVED LOT
214	Stihl Post Hole Borer UNRESERVED LOT
215	Stihl Strimmer UNRESERVED LOT C/C: 84678900
216	Stihl Strimmer UNRESERVED LOT C/C: 84678900
217	Stihl Strimmer UNRESERVED LOT C/C: 84678900
218	Stihl Strimmer UNRESERVED LOT C/C: 84678900
219	Stihl Strimmer UNRESERVED LOT C/C: 84678900
220	Hydraulic Power Pack
221	Stihl Hedge Trimmer
222	Gardnerpride Strimmer C/C: 84678900
223	2no. Ensign 360 Industrial Vacuum UNRESERVED LOT
224	Brush 240v Generator fitted with Lister diesel engine, mounted on trolley
225	Stihl Strimmer C/C: 84678900
226	Stihl Strimmer C/C: 84678900
227	Alcon 2in Water Pump c/w hose
228	Qty of Strimmer Parts for spares or repair C/C: 84678900
229	Petter Diesel 12v Charger/Generator
230	Heavy Duty Pipe Bender
231	Spear & Jackson Strimmer C/C: 84678900
232	Tournus Pallet Racking C/C: 94032080
233	Crate of Various Fuel & Oil Filters C/C: 87089997
234	Crate of Various Lorry & Car Parts C/C: 87089997
235	Startrite Saw Bench 240v
236	Portable Compressor C/C: 84144010
237	Karcher Steam Cleaner C/C: 84243090
238	Stihl Strimmer Spares C/C: 84678900
239	Alto Kew Single Phase Pressure Washer C/C: 84243090
240	Belle Petrol Mixer C/C: 84743100
241	Pallet of Paint UNRESERVED LOT C/C: 32082090
248	Qty of Heavy Duty U Bolts
249	Honda Portable Generator
250	Retracting Air Line
251	Clean Max c/w face mask, air breather
252	Faip Orion Wheel Balancer C/C: 84238980
253	Stephill 3.4kva Generator
254	Jetmac Power Washer c/w Lonchin 13hp engine
255	Husqvarna Brush Cutter (strimmer)
256	Watts SL305 Level c/w stand & staff UNRESERVED LOT
257	Partner 5100RPM Disc Cutter c/w blade UNRESERVED LOT
258	Heat Logs UNRESERVED LOT
259	Animal Bedding UNRESERVED LOT
260	Animal Bedding UNRESERVED LOT
261	Animal Bedding UNRESERVED LOT
262	Snap On Shelving Units
263	Snap On Shelving Units
264	Bosch 6in Angle Grinder
265	Fein Multimaster c/w toolbox & various attachments
266	Challenge Electrical Planer c/w Black & Decker sander/buffer
267	Bosch PST700 Jigsaw c/w another
268	3no. Electric Drills
269	Large Qty of Workshop Consumables c/w assorted nuts & bolts, O rings, washer fixings, fittings etc
270	Air Spray Gun c/w another air tool
271	Erbauer Reciprocating Saw
272	Trolley Jack
273	Qty of Hand Tools c/w wire brushes, files, paint scrapers, trowels, hand saws, hammer rasps, 2no. garden spades
274	Qty of Light Bulbs
275	2no. Lifting Straps c/w qty of rope, shackles, tensioners
276	Qty of Grinding, Sanding & Polishing Discs

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277	Qty of Workshop Consumables c/w wire, cord, screws, nuts & bolts etc
278	Qty of Drill Bits c/w 2no. drawer chests, tap & dyes
279	Snap On Tool Chest c/w trolley & contents
280	Qty of Hand Tools c/w hump hammers, crowbars, chisels, axe, set of jump leads
281	Makita 5704R Circular Saw
282	Sealey BG150XD 150mm Bench Grinder
283	No.3G 6in Vice
284	Qty of hand tools c/w hammers, screwdrivers, socket sets, pliers, water pump pliers etc
285	0.5ton Block & Table c/w qty of chain

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CONDITIONS OF BUSINESS (ON-LINE)

Information for Buyers

1. Introduction

1.1 The following informative notes are intended to assist Bidders and Buyers and form part of the Conditions of Business, which are readily available for inspection on our web-site ([www.hmrc.gov.uk](#)) and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if

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

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

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

2. Buyers Premium

2.1 All purchases will be subject to a buyer's premium as stated in the foreword or special conditions on all Lots sold by auction or by private treaty:
The Buyer's Premium will be subject to a minimum charge of £2.50 plus VAT per Lot and to the

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

3. Entry to the Sale Site

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

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

3.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lots in

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 either the Margin Scheme (including second hand vehicles) or the Auctioneers' Margin Scheme when VAT will not be added separately to the hammer price. Under the Margin Scheme VAT which cannot be reclaimed as input tax. The Auctioneers may choose, entirely at their discretion, to mark items in the catalogue with either an 'M' or an 'A'. The only items marked with either a 'Z' or an 'E' and will not attract VAT. Prospective Purchasers should

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falls. Full details of both the Margin Scheme and the Auctioneers' Margin Scheme can be found on the [www.hmrc.gov.uk](#) notices 718, 718/1 and 718/2.

4.2 The zero rating of items purchased is subject to the auctioneers receiving valid proof that the items have been removed from the UK and delivered to the Purchaser's address in another 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

conditions of Business have been met, the VAT Deposit will be returned to the Purchaser. A Bidder's VAT Deposit will be held in a separate account and will be used to pay the VAT on the Lot. The VAT Deposit will be held in a separate account and will be used to pay the VAT on the Lot.

4.3 Purchasers, from countries outside the European Community, will be required to pay a VAT Deposit equivalent to the standard UK rate of VAT. This amount of VAT

deposit will be held in a separate account and will be used to pay the VAT on the Lot. The VAT Deposit will be held in a separate account and will be used to pay the VAT on the Lot.

4.4 Goods sold on a consignment basis will be subject to a Bill of Lading and Certificate of Sale. Shipment clearly identifying the goods. If acceptable documents are not received within the relevant time limits, the VAT Deposit will be paid directly to HMRC as VAT.

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 may 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.

5.2 The Seller is not responsible for the condition of the Lots and the Buyer should satisfy themselves as to the condition of the Lots before bidding. The Seller is not responsible for the condition of the Lots and the Buyer should satisfy themselves as to the condition of the Lots before bidding.

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

Cheffins draw the Buyer's attention to the exclusion of liability for the condition of Lots contained in the Conditions of Sale. Bidder's attention is drawn to the fact that the Auctioneers accept no responsibility for the condition of any Lot.

5.2 Certain machines could contain hazardous substances such as blue and white asbestos, dangerous electricals, lead acid batteries, oil, hydraulic fluids, etc. which if not handled or disposed of correctly, could be in breach of Health and Safety at Work Act 1974, Control of Substances Hazardous to Health Regulations 1988 (COSHH) or other current legislation. The buyer undertakes to handle and dispose of correctly, any toxic chemicals and dangerous substances and to indemnify the Auctioneers against any failure to observe these undertakings.

6. Bidding

6.1 Bidders 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 and any other charges which may apply). Subject to the reserve price of the Lot and any other bids received, the sale may be concluded for less than the maximum bid. The Bidder will not have any claim against the Auctioneers or their employees if for any reason the commission bid is not executed. If two bidders submit identical bids, the first bid received has priority.

6.3 A deposit of between £250 and £2500 (variable dependent on sale type) will be required via debit card and prior to the bidding charge the Buyer interest at 8% above the prevailing base rate set at the time by the Bank of England, for any unpaid account.

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. 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.

7.2 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](https://www.barclays.co.uk/iban)

Please quote your buyers number or name as reference

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

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

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any such licence will not be grounds for the Buyer to cancel any purchase.

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 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.

10. Inspection of Goods

Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lots 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 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 Auctioneer Purchaser for the Seller's honest identity, 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 property of the Cheffins that is purchased on-line

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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.

12.2 The Purchaser of any Lot is responsible for complying with all legal requirements regarding the safe use of items purchased at a sale and shall ensure compliance with all relevant legislation relating to the safe use of any item.

13. Auctioneer's Right to Annul Sales

9.3 Any Lot which, without the express written consent of the Auctioneers, has not been collected within the time stated on the specific conditions of sale will be subject to a £25/day storage charge prior to collection

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

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.

14. Agency

not normally disclosed to the Buyer. If a Buyer purchases at Auction, the Contract of Sale is made 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, including these Terms of Consignment for Sellers, the Conditions of Sale, the

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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' role as Auctioneers.

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

2. Definitions

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 before deduction of the Buyer's Commission, Seller's Commission, Seller's Entry Fee, Seller's VAT and other charges 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

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Maximum £600

Class 3 items: Minimum £50

4.2 Definitions:

Class 1 items: Tractors, Excavators, Loading Shovels, Telescopic Handlers, Forklift Trucks,

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).

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

6. Value Added Tax

6.1 VAT at the standard UK rate will be added to the Hammer Price of all Lots unless the Lot is sold under the Seller's Margin Scheme (including in form and course and the provisions) or the Auctioneers' Scheme when VAT will not be added separately to the Hammer Price. The Auctioneer on behalf of the Seller does not warrant the eligibility of the goods for any of the schemes available for inclusion under the scheme(s). Sellers should check with the Auctioneers if either of these schemes are being used in relation to the goods which are being offered for sale. If the item is found to be eligible the Vendor will be required to sign the appropriate Entry Form to confirm that the item is eligible to be entered under one of the schemes. Sellers may elect for any of their eligible items to be included in the Auction under normal VAT rules if they wish. Lots included under one of these schemes will be marked in the catalogue with either an 'm' or an 'a'. The only other exception will be in the case of the Seller's own goods. The Margin 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 the Seller's Margin Scheme, VAT will be added and shown as an inclusive fee rather than shown separately. The Seller warrants that the goods are not stolen and that the Seller is not aware of any restrictions relating to the Lot (other than those imposed by law) or any restrictions on Cheffins' rights to reproduce photographs or any images of the Lot, including Notification of Vehicle Arrival (NOVA) 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;

6.3 Sellers living outside the UK but within the European Union and who are registered for VAT in their member state will not have VAT charged on their Seller's Commission Charges and Entry Fees for items sold under normal VAT rules or under the Margin Scheme as long as they have supplied the Seller with a valid VAT registration number and this is confirmed by the Auctioneers checking it against the Europa Website. The Seller warrants that the goods are not stolen and that the Seller is not aware of any restrictions relating to the Lot (other than those imposed by law) or any restrictions on Cheffins' rights to reproduce photographs or any images of the Lot;

6.4 The VAT charged to the Buyer on the Hammer Price for items entered under normal VAT rules for non-registered UK Sellers and all Vendors from outside the UK will be sent direct to HMRC and not to the seller.

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

7. Sellers Warranties and Conditions

7.1 The Seller represents and warrants to Cheffins and to the Buyer that at all relevant times (including but not limited to the time of the Auction) the Seller is the legal owner of the Lot consigned to Cheffins, or is fully authorised to sell the property by the legal owner of it;

a) The Seller is the legal owner of the Lot consigned to Cheffins, or is fully authorised to sell the property by the legal owner of it;

b) The Seller is able to and shall transfer possession to the Buyer good and marketable title to the Lot free from any third party rights, claims or potential claims;

c) The Seller warrants that the Lot is not stolen;

d) The Seller warrants that 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.

e) 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

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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 items must be delivered to the Seller's premises for packing, shipping and delivery of the Lot prior to sale at the Seller's sole expense.

8. Indemnity

8.1 The Seller agrees to indemnify Cheffins, their respective servants, directors, officers and employees, holding them harmless against any loss, damage or liability arising from any 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 a Lot may achieve at the sale. The price achieved may be higher or lower and the Seller may not rely on Cheffins' estimates. Estimates may be revised at any time prior to sale at Cheffins' sole discretion.

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

9.3 Subject to the limitations and exclusions set out in these Terms of Consignment, Cheffins exercises reasonable care in compiling descriptions of Lots and any other related reports, 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 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 of property in respect of any Lot, any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

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9.5 Lots may be included in a sale at Cheffins' sole discretion, including how the Lot is

displayed, packed, stored, insured, transported and delivered to the Lot prior to sale at the Seller's sole expense.

10. Illustrations

10.1 Lots may be illustrated in the printed sale catalogue, on the website catalogue and on the internet holding platform, as to the Seller's sole discretion, for identification purposes only.

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.

10.3 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, whether negligent or not.

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

11.4 Cheffins is not liable for any acts or omissions arising from the conduct of auctions or in relation to the sale of any Lot, whether negligent or not.

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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. After the sale of the Seller's property, settlement of the Net Sale Price due to the Seller shall normally be made not later than 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

11.5 However, Cheffins do not limit a) their Liability in negligence for death or personal injury, or b) their Liability in negligence for the Seller's discharge of their professional obligations or otherwise, insofar as their Liability cannot be limited.

12. Reserves

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. Cheffins may, at its discretion, sell Lots below the reserve provided, if requested, 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 of the Auctioneers in respect of the sale and all monies due to Cheffins from the Seller will be deducted from the payment of the Hammer Price received from the Buyer.

14. Payment to Seller

14.2 Cheffins may take the Seller's instructions regarding recovery of payment, subject to the Conditions of Sale, but it is at Cheffins' sole discretion whether 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.

14.3 The Seller agrees to inform Cheffins of any action which it chooses to take against a Buyer in order to enforce payment by the Buyer.

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

14.5 Following the sale of any tractors, vehicles or other self-propelled machinery, where 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 Following the sale of any tractors, vehicles or other self-propelled machinery, 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. In the event a sale is rescinded, the Seller will be responsible for the cost of any transport incurred in the Lot(s) being transferred to or from the sale site or any other agreed location.

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15. Loss and Damage of Property

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 any item. Cheffins will notify the Seller if the Seller's property is withdrawn from

15.1 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of the Seller and its agents, servants or employees in relation to any property which remain at the Seller's risk until the risk passes to the Buyer in accordance with condition 15.1 of the Conditions of Business, which shall apply to the property, during or after the sale.

15.2 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of the Seller and its agents, servants or employees in relation to any property which remain at the Seller's risk until the risk passes to the Buyer in accordance with condition 15.1 of the Conditions of Business, which shall apply to the property, during or after the sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or employees. Any such claims, damages and expenses, due to the Auctioneers under these Terms of Consignment for Sellers, have been paid in full to Cheffins by the Seller.

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.

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 treated as a sale of the Lot(s) by the Auctioneers.

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

17. Transport and Storage

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

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.

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. Insofar as is appropriate, the 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 of Cheffins in relation to any property caused by any third party in relation to handling, packing, transport or storage.

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. Any item not collected within 6 calendar months from 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

16.3 Alternatively, unsold items may be collected by the Seller within 14 days of the sale in which they were sold, subject to payment by the Seller to the Auctioneers due to Cheffins.

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if given, of the Lot at the time of the auction.

3.6 Cheffins expressly reserves the right to bid on behalf of the Seller up to the amount of any reserve. 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 of description or condition. The Auctioneer's sole discretion, the Auctioneer acting reasonably at all times.

3.7 The Seller may bid for any Lot, either personally or through the Auctioneers or through any other person, 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 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.

Range Increment

£0 - £200 £10

£200 - £500 £20

£500 - £1000 £50

£1000 - £2000 £100

£2000 - £5000 £200

£5000 - £10000 £500

£10000 - £20000 £1000

Cheffins is not bound to implement any of the above increments

3.9 No person may advance less at a bid than a sum to be named from time to time by the Auctioneer. The Bidder's bid will be charged on the Hammer Price of Lots entered under either the 'Margin Scheme' (including second-hand cars) or the 'Auctioneers Margin Scheme'.

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

3.11 Cheffins' knowledge in relation to any Lot is dependent on information provided by the Seller of the Lot. Cheffins is not a dealer and applies no warranty and does not inspect the Lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations on their own behalf. The symbol 'v' identifies 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 or its agents or advisors acting on the Bidder's behalf) have fully inspected the Lot prior to bidding and have satisfied themselves as to the condition of the Lot. Bidders must provide the signature of the Bidder on the Auctioneer's 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 only in respect of Lots entered under the 'Margin Scheme'.

3.13 Sale catalogues, catalogue illustrations and condition reports are for information purposes only and do not constitute an offer of any Lot. The Auctioneers provided to Bidders or their advisors prior to the sale in respect of any Lot, whether written or oral, are for information purposes only and do not constitute an offer of any Lot. 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

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basis of information provided by the Seller and the generally accepted opinions of relevant experts (at the discretion of Cheffins) and may seek the opinion of any expert outside Cheffins.

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 of description or condition. The Auctioneer's sole discretion, the Auctioneer acting reasonably at all times.

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

4.1 Subject to the conditions set out in paragraph 3 above, Cheffins will, if so instructed by a Bidder, execute bids on the Bidder's behalf by commission bid. Where applicable, if two Bidders submit identical bids, the Auctioneer will endeavour to ensure the first bid received has priority.

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

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

5. Value Added Tax

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

3.9 No person may advance less at a bid than a sum to be named from time to time by the Auctioneer. The Bidder's bid will be charged on the Hammer Price of Lots entered under either the 'Margin Scheme' (including second-hand cars) or the 'Auctioneers Margin Scheme'.

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

3.11 Cheffins' knowledge in relation to any Lot is dependent on information provided by the Seller of the Lot. Cheffins is not a dealer and applies no warranty and does not inspect the Lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations on their own behalf. The symbol 'v' identifies 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 or its agents or advisors acting on the Bidder's behalf) have fully inspected the Lot prior to bidding and have satisfied themselves as to the condition of the Lot. Bidders must provide the signature of the Bidder on the Auctioneer's 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 only in respect of Lots entered under the 'Margin Scheme'.

3.13 Sale catalogues, catalogue illustrations and condition reports are for information purposes only and do not constitute an offer of any Lot. The Auctioneers provided to Bidders or their advisors prior to the sale in respect of any Lot, whether written or oral, are for information purposes only and do not constitute an offer of any Lot. statement of opinion honestly held by Cheffins and is not a statement of fact.

6. Payment

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Lot	Title/Description	Lot	Title/Description
6.1	All Lots purchased in the sale must be paid for on the day of the Auction by the Buyer.	7.2	Cheffins shall, as agent for the Seller and on their own behalf pursue these rights and remedies only in respect of breach of these Conditions of Business. They are in no way obligated to exercise
6.2	All Lots purchased through the on-line bidding platform must be paid for within 1 week of the day of the Auction by or remedies.		
6.3	All Lots purchased by 'Private Treaty' must be paid for within 1 week of the sale being agreed.	8. Collection of Lots	
6.4	Any payments made by the Buyer to Cheffins may be applied by Cheffins towards any sums due to the Seller by the Buyer, whether express or implied.	8.1	Any Lots which the Buyer sold to Cheffins on any account not to be taken from the Sale ground to which it is consigned for the removal of Lots. Passes can be obtained from the Auctioneer's office. All Lots must be checked out by the Security Staff.
6.5	Title in a purchased Lot will not pass to the buyer until Cheffins has received the Purchase Price of the Lot in full and cleared funds. Cheffins will not release any Lot to the Buyer for collection until payment of the Purchase Price and any additional charges to the Buyer (as set out in Clause 6.6) is received.	8.2	Any Lots which are not to be entered into the following Sale, and Lots which the Auctioneers have requested the Seller to collect, must be cleared from the Sale ground within 14 days in full. Sale the Buyer's legal and professional liability for such request from the Auctioneers to collect the Lots unless the Auctioneers expressly agree otherwise.
6.6	If an account remains unpaid and legal action is taken by the Auctioneers, the Auctioneers reserve the right to take such action.		
6.7	The full invoice amount(s) must be paid in full before any individual Lot is released for collection.	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 following the date of the relevant auction, the Lot(s) will be stored at the Buyer's expense and risk at Cheffins or with
7. Remedies for Non Payment		8.4	Any Lot(s) which, without the express written consent of the Auctioneers, has not been collected within 14 days following the date of the relevant auction, shall be deemed to be 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.
7.1	If any Lot is not paid in full and collected in accordance with these Conditions or if there is a 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:	8.5	The Buyer shall be responsible for any and all costs resulting from a Lot which the Buyer has not 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.
a.	To commence legal proceedings against the Buyer to recover the Purchase Price and any interest on the unpaid amount on an indemnity basis.	8.6	The Buyer shall be required to show proof of purchase and identification prior to the Lot being released. Any packages of the Buyer's interest in the Lot shall be held by the Auctioneers until the Buyer has provided the necessary authorisation by the Buyer before Cheffins will release any purchased Lot to them.
b.	To cancel the sale of that Lot and/or any other Lots sold by Cheffins to the Buyer.	8.7	The Buyer shall be responsible for any and all costs resulting from a Lot which the Buyer has not 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.
c.	To resell the Lot (by auction or private treaty) with reserves at Cheffins' sole discretion (after crediting any part payment and adding any resale costs).	8.8	The Buyer shall be responsible for any and all costs resulting from a Lot which the Buyer has not 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.
d.	To remove, store and insure the Lot at the Buyer's sole risk and expense and, in the case of storage, either at Cheffins' premises or elsewhere.	8.9	The Buyer shall be responsible for any and all costs resulting from a Lot which the Buyer has not 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.
e.	As provided by the Late Payment of Commercial Debts (Interest) Act 1998, the Auctioneers reserve the right to charge the Buyer's interest in the Lot at the rate set at the time by the Bank of England for any unpaid account or part thereof.	8.10	The Buyer shall be responsible for any and all costs resulting from a Lot which the Buyer has not 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.
f.	To retain the Lot or any other Lot sold to the Buyer until the Buyer pays the total amount due to the Seller and the Buyer's interest in the Lot is satisfied.	8.11	The Buyer shall be responsible for any and all costs resulting from a Lot which the Buyer has not 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.
g.	To reject or ignore bids from the Buyer or Buyer's agent at future auctions or to impose conditions on any such bids.	8.12	The Buyer shall be responsible for any and all costs resulting from a Lot which the Buyer has not 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.
h.	To apply any proceeds of sale of other Lots due or, in the future, becoming due to the Buyer to the Seller.	8.13	The Buyer shall be responsible for any and all costs resulting from a Lot which the Buyer has not 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.
i.	To release the name and address of the Buyer to the Seller to enable the Seller to commence legal proceedings to recover the purchase price of the Lot and to notify the Buyer prior to releasing such details to the Seller.	8.14	Subject to paragraph 9.1 above, neither Cheffins nor the Seller is liable for any errors or

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<p>omissions provided to Bidders by Cheffins, whether orally or in writing, whether negligent or otherwise, except as set out in paragraph 3.14 of these Conditions of Sale.</p>	<p>12.5 Sellers and Buyers do not, in any event, have the right to claim for loss or damage to property under</p>
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13. Data Protection

<p>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 are excluded (except where such warranties and conditions cannot be excluded by law), other than the express warranties given by the Seller.</p>	<p>13.1. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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<p>9.4 Neither Cheffins nor the Seller accepts responsibility to any Bidder for acts or omissions (whether negligent or otherwise) by Cheffins or its employees, agents or subcontractors in connection with the business carried out by Cheffins, including for the provision of auction related services, client information or otherwise.</p>	<p>13.2. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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<p>9.5 Any claim by a Bidder or a Buyer against Cheffins or the Seller is limited to the Purchase Price of the Lot and consequential losses.</p>	<p>13.3. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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<p>9.6 This paragraph 9 shall not exclude or limit Cheffins' liability in respect of any fraudulent misrepresentation made by Cheffins or the Seller.</p>	<p>13.4. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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10. Deliberate Forgeries

<p>10.1 Notwithstanding the Conditions in paragraph 9, any Lot which proves to be a Deliberate Forgery (as defined in paragraph 10) equivalent to that of a Deliberate Forgery at the relevant auction, provided it is in the same condition as when bought, and is accompanied by a certificate of authenticity from the Seller, the Seller shall, at its sole discretion, return the Lot to the Buyer without including any Buyer's Premium.</p>	<p>14.1. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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<p>10.2 If the Buyer is not personally able to transfer a good and marketable title to Cheffins, then the Buyer shall provide a good and marketable title to Cheffins.</p>	<p>14.2. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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<p>10.3 Cheffins may require the Buyer to obtain at the Buyer's expense the reports of up to two independent experts of the Buyer's choice to inspect the Lot and provide a written report to Cheffins. Cheffins shall not be bound by any reports produced by the Buyer, and reserves the right to seek additional expert advice at its own expense.</p>	<p>14.3. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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<p>10.4 The Conditions detailed in this paragraph 10 will also apply to purposely hidden repairs and defects in Agency Lots where the incompleteness is not evident from an external inspection.</p>	<p>14.4. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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11. Export and Licensing

<p>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 such licences shall not entitle the Buyer to cancel the sale contract or delay payment of the Lot.</p>	<p>15.1. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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12. Entry to the Sale Site

<p>12.1 Any person entering a Sale Site does so entirely at their own risk. No person shall have any claim against Cheffins or the Seller in respect of any damages to or loss of property which may occur from any cause whatsoever.</p>	<p>15.2. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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16. Auctioneers Right to Annul Sales

<p>12.2 Any person entering a Sale Site must comply with the requirements of all Health and Safety notices.</p> <p>12.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) into a sale at their discretion, annul and cancel the sale of such Lot or Lots.</p> <p>12.4 Anyone attending who damages a Lot, whether intentionally or negligently, will be held liable to compensate the Auctioneers in full to rectify the same.</p>	<p>16.1. Cheffins will not use sensitive information for any other purpose without the client's express consent.</p>
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Lot Title/Description

Lot Title/Description

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

18. General

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

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

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

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

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

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

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

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

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

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