

Lot Title/Description

1	Avery sack scales
2	The Wheelcarter mobile wheel changer
3	Husqvarna 40 petrol chainsaw
4	Husqvarna 61 petrol chainsaw
5	PTO shaft unused
6	Cat 4 PTO shaft
7	Plastic PTO guard
8	Qty Keeble points, welded
9	Qty new Keeble points t/w 2no. legs
10	Qty mole plough points and bullets, 6no. points, 2no. legs and 2no. expanders
11	Qty mole plough points and bullets, 6no. points, 1no. leg and 2no. expanders
12	Qty misc oils and lubricants
13	Qty Vaderstad drill spares
14	Qty Househam sprayer spares
15	Qty Vaderstad NZA wearing parts
16	Qty Simba press points and spares t/w 5no. tines
17	Qty Quivogne disc spares
18	Qty John Deere tractor spares
19	Qty water hose
20	Qty suction pipe
21	Electric side knife
22	Electric side knife
23	Qty Cousins rolls spares
24	KRM and Carrier drill spares
25	Spare lot
26	Spare lot
27	Sprayer Jack Ltd 8tonne sprayer jack
28	Qty misc implement spares
29	Qty misc implement spares
30	Plastic PTO shaft
31	2no. ring rolls
32	Spare lot
33	Sundry paints and thinners
34	Qty steel pallet frames, dismantled
35	Qty misc combine header spares
36	Misc sprayer nozzle sets with caps
37	Qty swather spares
38	Hydraulic ram for Vaderstad Rapid drill marker arm
39	Side knife body
40	Falcon spares
41	John Deere 6R hydraulic and transmission oil filters
42	New Holland oil filters
43	3ins inline spray filters
44	Qty sprayer valves/elbows
45	Ramsey valve
46	2no. dummy wall alarm boxes
47	John Deere combine spares
48	Qty Roterra spares
49	Qty spare flails to fit Quivogne
50	John Deere tractor wheel bolts and studs
51	Stocks slug pelleter
52	Special size spanners
53	Sheet to fit 14tonne trailer
54	Steel locker
59	Qty Selatex boards
60	3ins grain auger
61	3ins grain auger, no motor
62	Qty steel channel section
63	Qty steel channel section
64	Qty steel mesh
65	Cooks flat 8 bale grab (pin and cone)
66	Farmhand flat 8 bale grab
67	Farm made grain pusher (pin and cone)
68	Lister 4cylinder static grain drying fan
69	Ferguson mounted grader blade
70	Falcon trailed tith cultivator for spares, 4m
75	Typhoon TF4 static PTO driven drying fan Serial No. 96124
76	Mounted tramline eradicator
77	Mounted folding harrows
78	Mounted harrow
79	KRM OPT mounted cultivator with tyre packer, 4m Serial No. 8858161
80	Cousins mounted 2leg subsoiler
81	Spare lot
82	Howard mounted rotovator, 12ft Serial No. H129002
83	Farmhand TE96B mounted drill with crumbler bar and bout markers, 3m Serial No. PG97001
84	Carrier mounted drill with bout markers and following tines, 4m Serial No. 24974337935
85	1996 KRM R600 mounted hydraulic folding drill with bout and tramline markers, 6m Serial No. 1218G
86	Cousins trailed water filled flat roll, 4m
87	Anthony Butt Eng. mounted single leg mole plough
88	Kongskilde Triple K mounted hydraulic folding cultivator with following tines, 5m
89	Bomford mounted pigtail cultivator, 4m Serial No. 2255P
90	Mounted interow sprayer with Allman 925ltr tank, 3m

Lot Title/Description

91	Lely mounted power harrow with crumbler bar, 3m
92	Lely mounted power harrow with crumbler bar, 3.5m
100	Kverneland EG85 5furrow mounted reversible plough hydraulic with vari-width, 300hp headstock and no.8 bodies Serial No. 4607
101	Lely mounted hydraulic folding power harrow with crumbler bar, 6m
102	2002 Quivogne APXTL trailed manual folding discs with rear drawbar and hydraulics, 4m Serial No. 14695
103	Gregoire Besson Discordon trailed hydraulic folding cultivator with discs, tines and crumbler bar, 4m Serial No. 51711
104	Simba Press Roll trailed hydraulic folding with leading tines and double DD press rings, 4.6m Serial No. 89829059 Model No. PR/4.6/FW
105	Keeble 5leg trailed min-till cultivator with leading tines, sub soiler legs and packer roller, 4m
106	Stocks Turbo Jet Wizard 8 outlet seed applicator with pipework
107	Vaderstad NZA600 trailed hydraulic folding springtine cultivator with following tines, 6m Serial No. 20493 Yr. K
108	Vaderstad Rapid A600S trailed hydraulic folding drill with 'System Disc', tyre packer, tramline and bout markers, 6m Serial No. 14286 Yr. R
109	2007 Cousins Contour trailed hydraulic vertical folding rolls with 22ins rings, 12.3m Serial No. 078
110	2018 Kverneland Exacta TL Geospread mounted twin disc fertiliser spreader with electric hopper cover, Isobus controlled and headland shutoff (very little use) Serial No. 2630001019
115	Quivogne mounted flail mower, 3m
116	Votex mounted toppe, 9ft
117	Lely SuperZip mounted tedder with gates Serial No. 10020523
118	Vicon acrobat mounted 6wheel tedder
125	2009 AS Marston ACE14 14tonne tandem axle steel monocoque trailer with sprung drawbar, hydraulic tailgate on 550/60-22.5 wheels and tyres Serial No. 215723
126	2004 AS Marston ACE14 14tonne tandem axle steel monocoque trailer with sprung drawbar and hydraulic tailgate on 385/65R22.5 wheels and tyres. Serial No. 210928
127	AS Marston MK10 10tonne tandem axle steel monocoque trailer with manual tailgate on 12.5/80-15.3 wheels and tyres Serial No. 1931
128	Highway single axle flat bed trailer, 26ft
129	Massey Ferguson 3tonne wooden dropside trailer
130	4wheel turntable flat bed trailer
146	2012 JOHN DEERE 6170R Autopower 40kph 4wd TRACTOR Fitted with front and cab suspension, Autotrac ready and electric spools on 650/65R42 rear and 540/65R30 front Continental wheels and tyres. Reg. No. AY12 FCN Serial No. 725691 Hours: 4,912 FDR: 01/08/2012
147	2013 JOHN DEERE 8360RT Autopower RUBBER TRACKED TRACTOR Fitted with 30ins tracks, Autotrac ready, rear linkage and drawbar Reg. No. EX63 TZJ Serial No. 909763 Hours: 2,506 FDR: 05/09/2013
148	1996 JOHN DEERE 6800 PowerQuad 4wd TRACTOR Fitted with PUH on 18.4R38 rear and 16.9R24 front Goodyear wheels and tyres. On farm from new Reg. No. P389 ODX Serial No. 176236 Hours: 6,072
149	John Deere 1,150kg weight block
150	14no. John Deere leaf weights 50kg
151	12no. John Deere leaf weights 50kg
152	16no. John Deere idler weights
153	Pr. 66x43R25 rear flotation and 48x25R20 front flotation wheels and tyres (for John Deere 6800)
154	Set of 4no. Pr. 650/65R42 rear and Pr. 540/65R30 front dual wheels and tyres
155	Set of 4no. Pr. 20.8R38 rear and Pr. 16.9R28 front dual wheels and tyres
156	2012 HOUSEHAM AR4000 4wd 4ws SELF-PROPELLED SPRAYER Fitted with 4,000ltr tank, 30m booms, single line twin nozzle, section control, boom levelling, TMC screen, reversing camera and 8cylinder Altec pump on 380/85R30 wheels and tyres. Reg. No. FX62 AHP Serial No. HARE05121136 Hours: 2,235 FDR: 01/09/2012 Tested: 13/8/18
157	Set of 4no. 710/55R30 flotation wheels and tyres (Househam)
158	2011 JOHN DEERE C670i COMBINE HARVESTER Fitted with John Deere 30ft cut header with Zurn Premium Flow, Autotrac ready, fan speed reducer and ProDrive gearbox on 1050/50R32 front and 750/65R26 rear wheels and tyres. On farm from new. Reg. No. AY11 EAE Serial No. 087076 Engine Hours: 1,782 Drum Hours: 1,233 FDR: 21/06/2011
159	Starfire 3000 dome and 2600 screen SF1 (SF2 ready) with John Deere C670i and 8360RT wiring looms
160	Starfire 3000 dome with 2630 screen SF1 (SF2 ready) display, Autotrac ready, section control activation with wiring loom
161	1982 DAVID BROWN 1490 2wd TRACTOR On 13.6R38 rear and 7.5-16 front wheels and tyres. Faulty Transmission. On farm from new Reg. No. BVX 561X Serial No. 11185182 Hours: 5,085 FDR: 06/04/1982
162	1966 NEW HOLLAND 905 SWATHER Reg. No. FCF 498D Serial No. 6808
163	1966 NEW HOLLAND 905 SWATHER Reg. No. RPU 115D Serial No. 6848
165	2006 JOHN DEERE 7820 PowerQuad 40kph 4wd TRACTOR Fitted with front suspension. On farm from new. Reg. No. Serial No. Hours: 6,600 FDR:
167	2003 MASSEY FERGUSON 8250 PowerControl 40kph 4wd TRACTOR Fitted with HE-VA front linkage Reg. No. FY03 XSL Serial No. M113054 Hours: 7,200 FDR: 01/08/2003
168	JOHN DEERE 2040S 2wd TRACTOR Fitted with a shark hedgecutter Reg. No. TBC Serial No. TBC
169	JOHN DEERE 1140 2wd TRACTOR Fitted with front loader and muck fork
170	1978 LAND ROVER Series 2 4x4 Reg. No. BHJ 447SS Serial No. 90142977A Ex-MOD and a non runner
171	Set of 4no. pr. 13.6-38 rear and 7.50-18 front wheels and tyres
174	MASSEY FERGUSON 130 diesel TRACTOR Reg. No. YYW 278F (expired)
175	c1998 Tim Howard Maxi-Lift trailed hydraulic folding 9leg subsoiler with packer roller on 560/45R22.5 wheels and tyres, 5m
176	Tim Howard cultivator with packer roller, 2.5m
177	Tim Howard cultivator with packer roller, 2.5m
178	1997 Gregoire Besson SPEL 10furrow wagon plough Serial No. 30712 Type: SPELB91014160
179	Set of 4no. Pr. 30.5LR32r Agrowork Proshina rear and 700/50R26.5 Nokia ELS front wheels and tyres (for John Deere 6930/7830)
180	Shelbourne Reynolds draper pick up header to fit a New Holland 80 or TX series Serial No. H/855
181	Stanhay Webb Selektta 585 6row sugar beet drill Serial No. 585-92-06
182	Pr. Bettinson 5star 16.9R34 rear Goodyear dual wheels and tyres
183	Pr. Bettinson 5star 16.9R34 rear Goodyear dual wheels and tyres
184	Pr. 4star 9.5R44 rowcrop wheels and tyres
185	Kverneland LB85 plough fitted with 160 headstock
186	Pr. heavy duty flat rolls, 20ft
187	40ft tri axle artic bale trailer with dolly
188	Sutton hydraulic driven yard brush with collector hopper
189	Massey Ferguson 30 trailed drill with end tow kit and Richies covering harrows
190	Miles single leg long beam mole plough with a qty spares
191	Farmhand trailed 56 bale transporter
192	Cooks flat 8 bale sledge
193	Simba TopTilth trailed hydraulic folding cultivator, 6m
194	2tonnes Planet seed spring barley treated with Beret Gold, 2017
195	Ifor Williams tandem axle plant trailer
196	Indespension tandem axle plant trailer
197	Lister D stationary engine
198	Qty water pump for stationary engines
199	Petter 'apple top' stationary engine
200	Mobile car lift
201	Mobile outside toilet cubicle
202	Pr. 16.9R34 rear wheels and tyres to fit Ford 10 series tractor

Lot Title/Description

203	Single axle flat bed bale trailer
204	Massey Ferguson cultivator
205	Circular sawbench, belt driven
206	Hayter cylinder mower, non-runner
207	Hayter mower, non runner
208	Cylinder mower, non-runner
209	Tandem axle car trailer
210	Single trailed Cambridge Roll
211	Massey Ferguson 2furrow plough
212	Trailed PTO driven mower
213	GEM trailed hydraulic folding sprayer with 24m booms and 2,500ltr tank

## **CONDITIONS OF BUSINESS**

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### **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 Information for Buyers, Conditions of Sale and the Terms of Consignment for Sellers, which are readily available for inspection on our web-site ([www.cheffins.co.uk](http://www.cheffins.co.uk)) and 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 term.

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 a specific 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 2% buyer's premium 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 Conditions below.

2.2 All Lots purchased through any on-line bidding platform being used by the Auctioneers will be subject to an additional 1% plus VAT surcharge on the hammer price.

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

#### **3. Entry to the Sale Site**

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

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

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 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 or the Auctioneers' Margin Scheme, the Buyer's Premium will be shown inclusive of VAT which cannot be reclaimed as input tax. The Auctioneers may choose, entirely at their discretion, to use one or both of these Schemes in any Auction for eligible items. Lots included under one of these schemes will be marked in the catalogue with either an 'M' or an 'A'. The only other exception will be in the case of 'zero-rated' or 'exempt' 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 HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk) notices 718, 718/1 and 718/2.

4.2 Purchasers from the European Community countries outside the UK who are registered for VAT or its equivalent in their member state will be required to supply the Auctioneers with their VAT/FISCAL number and a copy of their VAT registration certificate. Once the VAT number and customer details have been checked by the Auctioneers with the Europa website, any standard rated items, together with any Buyer's Premium charged thereon, may be zero rated for UK VAT purposes. The zero rating of items purchased is also subject to the 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 Auctioneers' office. A VAT Deposit equivalent to the UK standard rate of VAT may be taken in some circumstances 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. Where any of the above VAT registration information is not made available to the Auctioneers or where the Purchaser is not VAT registered for VAT in their member state, VAT at the standard UK rate will be charged on all standard rated items and this will not be recoverable.

4.3 Overseas Purchasers, from countries outside the European Community, will be required to pay a VAT Deposit equivalent to the standard UK rate of VAT. This amount of VAT Deposit will be refunded to the overseas purchaser if the Auctioneers receive satisfactory evidence of export within the required time limit. Details of the evidence required and the time limits are available from the Auctioneers office and will include original copies of the relevant Export Lodgement Advice and a satisfactory Bill of Lading or Certificate of Shipment clearly identifying the goods. If acceptable documents are not received within the relevant time limits, the VAT Deposit will be paid directly to HMRC as VAT.

Lot Title/Description

## 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-sale 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, 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.

Cheffins draw the Buyer's attention to the exclusion of liability for the condition of Lots contained in the Conditions of Sale. Neither the seller nor Cheffins as the Auctioneers, accept any responsibility for the condition of any Lot.

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

## 6. Bidding

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

Lots will only be invoiced to the name and address on the Purchasers Registration Form and cannot be transferred to another name and address. Cheffins can only accept payment from the registered Bidder.

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

Commission Bids may be left with the Auctioneer by a Bidder indicating the maximum amount to 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 Auctioneers will endeavour to ensure the first bid received has priority.

Bidders are able to bid on the internet in certain sections of the sales by registering on Cheffins on-line live bidding platform. Registration closes 24 hours prior to each auction. All new Bidders or Bidders unknown to the Auctioneers will be required to pay a refundable deposit of between £250 and £2500 (variable dependent on sale type) via their debit card prior to bidding. A 1% plus VAT surcharge based on the hammer price will be added to all purchases made through the on-line bidding platform.

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

## 7. Payment

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

7.2 We accept the following methods of payment:

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

• Sort Code: 20-17-68

• Account Number: 50237698

• Swift Code: BARC GB 22

• IBAN: GB43 BARC 2017 6850 2376 98

• Please quote your buyers number or name as reference

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• Secure Online Gateway- an electronic invoice will be provided to the Buyer which contains a link

to our secure payment page for online payment by debit card.

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• Cash- As a consequence of the Money Laundering Regulations 2003, we are no longer able to

accept cash payments for sums in excess of £7500. This includes single payments amounting to

this sum or multiple payments totalling £7500.

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

Lot	Title/Description
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will need to be cleared before removal of the Lot is permitted (please note you must allow 6

working days for a cheque to clear).

Debit Cards- Payments can be made in person or over the telephone.

7.3 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 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.

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 Buyer's request, we can assist in the application for the export of goods outside of the UK.

#### 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 At the Buyer's request, Cheffins may assist in arranging shipment of Lots. Otherwise 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 6 months from the day on which it was last sold or last 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.

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

All 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 Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

#### 11. Insurance

The Auctioneers are unable to provide insurance on any Lot in the sale. The Purchaser is responsible for insuring any item with effect from the fall of the hammer.

#### 12. Compliance with Road Traffic Acts, the Health and Safety at Work Act and all other Acts and Regulations applicable to Farm Safety

Lot	Title/Description
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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.

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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.

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### 13. Auctioneer's Right to Annul Sales

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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 Lots.

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### 14. Agency

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The Auctioneers act as agent for the Seller whose identity, for reasons of confidentiality, is not normally disclosed to the Buyer. If a Buyer purchases at Auction, the Contract of Sale is made directly between the Buyer and the Seller.

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## CONDITIONS OF BUSINESS

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### 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' 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 cleared funds from the Buyer), less Seller's Commission, entry fees and any other expenses 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 will be agreed between the auctioneer and the Vendor prior to the sale, together with costs of sale including advertising, travelling, printing etc.

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

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#### 5. Sellers Entry Fees

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5.1 Any Entry Fees will be set out on the terms of agreement relevant to each individual sale.

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5.2 VAT at the standard rate will be charged on all charges (including costs of sale for On Site Sales where agreed) except those detailed in 6.3 below.

Lot Title/Description

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## 6. Value Added Tax

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6.1 VAT at the standard UK rate will be added to the Hammer Price of all Lots unless the Lot is sold under either the Margin Scheme (including second-hand cars and other vehicles) or the Auctioneers' Scheme when VAT will not be added separately to the Hammer Price. The Auctioneers may choose, entirely at their discretion, to use one or both of these schemes in any Auction for eligible items. Sellers should check with the Auctioneers if either of these schemes are being used in any particular Auction and, if so, whether their item to be entered is eligible for inclusion under the scheme(s). If the item is found to be eligible the Vendor will be required to sign the declaration on the terms of agreement to confirm that the item is eligible to be entered under one of the schemes. Sellers may elect for any of their eligible items to be included in the Auction under normal VAT rules if they wish. Lots included under one of these schemes will be marked in the catalogue with either an 'm' or an 'a'. The only other exception will be in the case of 'zero-rated' or 'exempt' items. Full details of the Margin Scheme and the Auctioneers' Scheme can be found on the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk) notices 718,718/1 and 718/2.

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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.

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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 Auctioneers with details of their VAT/Fiscal number allocated in their member state and this is confirmed by the Auctioneers checking it against the Europa Website. VAT will be shown as an inclusive fee for Seller's Commission and Entry Fees on items sold under the Auctioneers' Margin Scheme.

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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.

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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.

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## 7. Sellers Warranties and Conditions

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7.1 The Seller represents and warrants to Cheffins and to the Buyer that at all relevant times (including but not limited to the time of consignment and at the time of sale);

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- 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 has provided Cheffins with all information concerning the provenance of the Lot that is known to the Seller and has notified Cheffins in writing of any concerns expressed by third parties in relation to the ownership, condition, authenticity, attribution, or export or import of the Lot;
- d) The Seller is unaware of any matter or allegation which would render any description given to Cheffins in relation to the Lot inaccurate or misleading in any way;
- e) The Lot is not stolen;
- f) The Lot has been or will be lawfully imported and lawfully and permanently exported as required by the laws of any country in which it is or was located. Any required declarations upon the export and import of the Lot, including Notification of Vehicle Arrival (NOVA) declarations have been or will be properly made and any duties and taxes on the export and 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 restrictions relating to the Lot (other than those imposed by law) or any restrictions on Cheffins' rights to reproduce photographs or any images of the Lot;
- i) 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 prove dangerous to human life or health. If any internal parts are missing and this is not obvious from an external inspection the Seller will describe the item as 'incomplete'.
- j) The Seller 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 are at the Seller's sole expense.

Lot	Title/Description
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### 8. Indemnity

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8.1 The Seller agrees to indemnify Cheffins, their respective servants, directors, officers and employees and the Buyer against any loss or damage resulting from any breach or alleged breach of any of the above warranties and representations.

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

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### 9. Valuation Estimates and Descriptions

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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's estimates. Estimates may be revised at any time prior to sale at Cheffins's sole discretion.

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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.

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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.

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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.

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

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### 10. Illustrations

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

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

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### 11. Limitation of Liability and Exclusions

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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.

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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.

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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 ("collective 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.

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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.

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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.



Lot Title/Description

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## 12. Reserves

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

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12.2 Cheffins shall in no circumstances be liable if bids are not received to the level of the reserve. Cheffins may, at its discretion, 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.

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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.

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## 13. Post Sale

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Following the sale, the Seller will be liable to pay Cheffins the Seller's Commission and any other expenses set out in these Terms of Consignment for sellers. All monies due to Cheffins from the Seller will be deducted from the payment of the Hammer Price received from the Buyer.

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## 14. Payment to Seller

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14.1 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 settlement will be made to the Seller until payment is received.

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

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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.

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

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14.5 Following the sale of any tractors, vehicles or other self-propelled machinery, where the Seller has stated on the terms of agreement that a V5 Registration Document is supplied and whereupon the said document is not delivered to the Auctioneers at the time of sale, Cheffins shall not pay over the Net Sale Proceeds to the Seller until such time as the Seller has delivered the V5 Registration Document to the Auctioneers.

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14.6 The Auctioneers reserve the right to annul and cancel any sale where the Seller has stated on the terms of agreement that the V5 Registration Document is supplied and whereupon the said document is not delivered to the Auctioneers at the time of sale. The Auctioneers reserve the right to apply for a duplicate V5 Registration Document, if one is available, and to charge the Seller the D.V.L.A. fee for such a duplicate together with an administration fee equivalent to 30% plus VAT of the D.V.L.A. charge. Where the Seller 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

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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.

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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 the same is due to the negligence of the Auctioneers, their servants or agents.

Lot	Title/Description
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15.3 Any Bidder or Buyer who damages a Lot, whether intentionally or negligently, will be held liable for all resulting damage and will pay or reimburse the Auctioneers in full to rectify the same.

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

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15.5 Sellers and Buyers do not, in any event, have the right to claim for loss or damage to property under Cheffinsâ€™ insurance policy.

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#### **16. Unsold and Withdrawn Items**

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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 without further consultation with the Seller.

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16.2 If an item is unsold it may, with the Sellerâ€™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 Cheffinsâ€™ 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.Â

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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.

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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 Sellerâ€™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.

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

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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.

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#### **17. Transport and Storage**

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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 Sellerâ€™s expense. Any expenses incurred by Cheffins in relation to transport of Sellerâ€™s property will be chargeable to the Seller.

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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.

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17.3 Any Lot sold or unsold which, without the written consent of the Auctioneers, has not been 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 arising from such disposal(s) will be paid to and retained by the Auctioneers.

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#### **18. Auctioneers Right to Annul Sales**

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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.

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#### **Â CONDITIONS OF BUSINESS**

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#### **Conditions of Sale**

Cheffins carries on business with Bidders, Buyers and Sellers (Clients) on the following Conditions of Sale, the Terms of Consignment for Sellers, the Information for Buyers and on 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 way of announcements made by the Auctioneer.

Lot Title/Description

## 1. Definitions

In these Conditions:

“**Auctioneer**” means Cheffins or its authorised auctioneer, as appropriate.

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

“**Buyer**” means the Bidder who makes the highest bid accepted by the Auctioneer.

“**Client**” means the Bidder, Buyer or Seller.

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

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

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

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

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

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

“**Purchase Price**” means the Hammer Price in respect of the Lot sold, together with any Buyer’s Premium, 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 consigned by the Seller. Such commission is payable at the date of the sale together with any applicable VAT at the rates set out in the Terms of Consignment for Sellers (or as may otherwise be updated or agreed with Cheffins).

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

“**Reserve Price**” means the minimum price fixed by either the Auctioneers or the Seller (or his agent) 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 Cheffins’ written consent at the time of Bidder registration to bid as agent for another party. Bidders are 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 that Lot in the event that the highest acceptable bid does not meet with the 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, 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 or dispute. Any dispute about a bid shall be settled at the Auctioneer’s absolute 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 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

Lot Title/Description

£500 - £1000

£1000 - £2000

£2000 - £5000

£5000 - £10000

£10000 - £20000

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 nor be allowed to retract a bid.

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

3.11 Cheffins's knowledge in relation to any Lot is dependent on information provided by the Seller of the Lot. Cheffins is not able to and does not carry out exhaustive due diligence on 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 bids by any means on the basis that Bidders (and/or independent advisors acting on the Bidder's behalf) have fully inspected the Lot prior to bidding and have satisfied themselves prior to bidding as to both the condition of the Lot and the accuracy of its description. All Lots are offered for sale in the condition they are in at the time of auction.

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 and including any information in the sale catalogue or condition or other report, 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 (at the time any such expert expressly states such opinion). Cheffins is in no way 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 of the UK should refer to 'Information for Buyers' for a brief 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 'aa'. The same rule will apply to any zero rated Lots which will be identified in the Auctioneers catalogue by the symbol 'z'.

5.3 Sellers of Lots entered under either the 'Margin Scheme' (including second-hand cars) or the 'Auctioneers Margin Scheme' must provide signed confirmation to the Auctioneers that Input VAT could not, has not and will not be reclaimed against these items. VAT charged on the Seller's Commission and Entry Fees will be shown separately in respect of Lots entered under the 'Margin Scheme' and inclusive in respect of Lots entered under the 'Auctioneers Margin Scheme'. Zero rated Lots will be treated in the same way as 'Margin Scheme' Lots.

#### 6. Payment

6.1 All Lots purchased in the sale must be paid for on the day of the Auction by the Buyer.

6.2 All Lots purchased through the on-line bidding platform must be paid for within 1 week of the relevant Auction day.

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 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.

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 action.

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

Lot	Title/Description
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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: To commence legal proceedings against the Buyer to recover the Purchase Price and any related expenses for that Lot, together with any interest and costs of such proceedings on a full indemnity basis. To cancel the sale of that Lot and/or any other Lots sold by Cheffins to the Buyer. To resell the Lot (by auction or private treaty) with reserves at Cheffins's sole 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). To remove, store and insure the Lot at the Buyer's sole risk and expense and, in the case of storage, either at Cheffins's premises or elsewhere. As provided by the Late Payment of Commercial Debts (Interest) Act 1998, the Auctioneers reserve the right to charge the Buyer(s) interest at a rate of 8% above the prevailing base rate set at the time by the Bank of England for any unpaid account or part thereof. To retain the Lot or any other Lot sold to the Buyer until the Buyer pays the total amount due and to exercise a lien over any of the Buyer's property in Cheffins's possession for any purpose until the debt is satisfied. 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. To apply any proceeds of sale of other Lots due or, in the future, becoming due to the Buyer towards the settlement of the total amount due. To release the name and address of the Buyer to the Seller to enable the Seller to commence legal proceedings to recover the amounts due and legal costs. Cheffins will take reasonable measures to notify the Buyer prior to releasing such details to the Seller. Â

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 above rights or 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 requested the Seller to collect, must be cleared from the Saleground within 14 days of the Sale in which they were last entered or within 14 days of such request from the Auctioneers to collect the Lots unless the Auctioneers expressly agree otherwise.

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 a third party.

8.4 Any Lot(s) which, without the express written consent of the Auctioneers, has not been collected within 6 calendar months from the day on which it was sold or last offered for sale will 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.

8.5 The Buyer shall at their own risk and expense collect any Lots for which the Buyer has paid in full from Cheffins's 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. Any packers or shippers acting on the Buyer's behalf 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 acts or omissions of third party packers or shippers.

#### 9. Warranties and Limitation of Warranty

9.1 The Seller warrants to the Bidder that it is the legal owner of the property consigned for sale, or is properly authorised by the legal owner to consign it for sale, and is able to transfer 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 3.14 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 are excluded (except where 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 claim by a Bidder or a Buyer against Cheffins or the Seller is 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's 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 relevant auction, provided it is in the same condition as when bought, and is accompanied by particulars identifying it from the relevant catalogue description. If 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 money paid by the Buyer for the Lot including any Buyer's Premium.

10.2 If the Buyer is not personally able to transfer a good and marketable title to Cheffins, then the Buyer shall have no rights under this paragraph 10. The right of return 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. 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.

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

#### 11. Export and Licensing

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

Lot	Title/Description
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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 all resulting damage and will pay or reimburse the Auctioneers in full to rectify the same.

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

## 13. Data Protection

13.1 Cheffins will request and use personal information from Clients and, where that personal information is considered to be "personal data" as defined in the General Data Protection (EU) Regulation 2016/679 (the "GDPR"), that personal data will be processed according to this clause 13 and our full privacy policy ("Privacy Policy"), a copy of which is available on the Cheffins website at [www.cheffins.co.uk](http://www.cheffins.co.uk). In respect of the personal data of Clients processed according to this clause 13, Cheffins will act as a controller.

13.2 The personal information collected by Cheffins from a Client may include the Client's name, proof of identity and financial information. Cheffins does not envisage that it will collect "sensitive personal data" but will seek the Client's consent before it does so.

13.3 The legal basis on which Cheffins will process personal data will usually be that the processing of personal data is necessary for the performance of a contract to which the Client is a party or in order to take steps at the Client's request prior to entering into a contract. In certain circumstances, Cheffins may also rely on certain other legal justifications for processing personal data, such as consent to the processing (where that consent has been obtained lawfully from the Client), where the processing is necessary for the purposes of the legitimate interests pursued by Cheffins (which will be explained to the Client) or where the processing is necessary for compliance with a legal obligation to which Cheffins is subject.

13.4 Personal data collected from a Client according to this clause 13 may be used for the following purposes: the provision of auction-related services; Client administration; marketing; the supply of Client services; or as required by law.

13.5

Cheffins may send marketing material about its services to the Client where it has obtained the consent of the Client to do so or if the services are similar to those which Cheffins has previously provided to the Client and the Client has been given the opportunity to opt-out of future marketing at the time of the collection of that personal data. On sending the Buyer or Seller electronic marketing material, Cheffins will offer the Client the option of opting out of receiving further electronic marketing material with each such communication. The Client may opt out of receiving marketing material by post by contacting Cheffins's Compliance Officer using the contact details provided below.

13.6

For the purposes of providing the services to the Client, Cheffins may share the Client's personal data with third parties, such as the buyer or seller following an auction or to our partners who provide third party support for our Auctions services, including but not restricted to: BidPath for Auction services and to carry out services as necessary, including but not restricted to: credit and reference providers for referencing purposes, auction related services such as shipping and haulage, to help prevent dishonesty and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention; and to relevant solicitors.

13.7

Cheffins may be required to share personal data with organisations that are outside of the European Economic Area. Where Cheffins shares personal data in this way it will either do this in order to conclude or perform a contract to which the Client is a party or it will take other appropriate safeguards to protect that personal data. For further information of the appropriate safeguards referred to in this clause please contact the Compliance Officer at Cheffins using the contact details provided below.

13.8

The Client has a number of rights under the GDPR, including being able to request a copy of the personal data held about him/her (a "right of access"). A right of access can usually be exercised without a charge being paid by the Client, unless the requests from the Client are manifestly unfounded or excessive. To exercise the right of access the Client should contact the Compliance Officer at Cheffins using the contact details provided below. For further details of the rights available to him/her under the GDPR, the Client should refer to the full Privacy Policy.

13.9

Further details of the processing of the Client's personal data can be found in the full Privacy Policy.

13.10

Further details about the processing of personal data can be obtained from, and queries should be directed to, the Compliance Officer at Cheffins, whose telephone number is 01223 271 973 and whose email address is [privacy@cheffins.co.uk](mailto:privacy@cheffins.co.uk)

13.11

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

14. Agency

## 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

Lot	Title/Description
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All members of the public on Cheffins<sup>™</sup> premises are there at their own risk and must note the layout of the buildings, sale site and any security arrangements. Accordingly neither the Auctioneers nor its employees or agents shall incur liability for death or personal injury (except as required by law) or similarly for the safety of the 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.

#### **17. Compliance with Road Traffic Acts**

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

#### **18. General**

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

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

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

18.4 All images and other materials produced for the auction are the copyright of Cheffins for use at Cheffins<sup>™</sup> 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<sup>™</sup> prior written consent, but are binding on the Buyer<sup>™</sup>s and Seller<sup>™</sup>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.

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