

Auction - Harrogate - Sale 2 - Ploughs, Implements & Machinery 19/08/2017 12:00 PM GMT+1

Lot Title/Description

789	Star 2furrow vari-width mounted plough with match plough YL bodies
790	Ransomes Robin plough fitted with YL183 mouldboards t/w some parts to convert to land wheel type
791	David Brown 2furrow match plough
792	Ferguson 3furrow plough
793	Ransomes TS90 3furrow plough
794	David Brown 2furrow plough with shiny mould boards
795	Ferguson plough
796	Massey Ferguson 46 2furrow reversible plough
797	Massey Ferguson 797 2furrow reversible plough
798	Massey 3furrow plough
799	Ransomes 2furrow trailed plough
800	Ransomes 2furrow plough
801	Fisher Humphries 2furrow hydraulic 12ft plough
802	Massey Ferguson sandwich box
810	Tye 6ton tipping trailer, hardwood body, extension sides and racks
811	3ft6ins power harrow
812	Single leg subsoiler
813	Flat roller, 4ft
814	Ferguson weeder
815	Ferguson potato planter
816	Cameron Gardener rear loader with earth bucket and manure fork
817	International loader
818	Acrobat hay tedder
819	Hay Bob, stated to be in good working order
820	Hay Bob for spares or repairs
821	5cwt Teagle till spreader
822	3ton tipping trailer
823	Bale grab
824	Tractor mounted sprayer
825	Sprayer (Briggs & Stratton engine)
826	Ferguson finger bar mower
827	Ferguson hammer mill
828	Ferguson cultivator
829	Plant trailer c/w ramp and winch
830	Massey Ferguson MIL loader, complete with bucket and fork, good rams, plus pipework etc
831	Ferguson solid leg cultivator
832	Ferguson springtine cultivator
833	David Brown cultivator
834	3 ton tipping trailer with road springs, spare wheel but no tube or tyre
835	Ferguson link box
836	Weekes 3ton trailer
837	Massey Ferguson muck spreader, in original order with some surface rust but well oiled
838	Spring tine cultivator
839	Vicon power harrow
840	Massey Ferguson 22 manure spinner
841	Massey Ferguson loader c/w 2 bucket forks and weight
842	Taylor 17-21 bale transporter
843	Bamford Royal, trailed mower (original condition)
844	Massey Ferguson 20 baler, stated to be in exceptional condition and ready to use t/w Ties plastic baler twine. Serial No. 86362
846	Military tipping hand hydraulic trailer 8'x5', 600x16 tyres
847	1974 Hillam 6t single axle trailer, with hydraulic brakes, corn use only
848	PZCM 165 5'6" drum mower described as being restored to new condition
849	Ferguson potato planter with markers
850	Ferguson mower
851	Ransomes small crop sprayer
852	Ferguson offset vineyard discs
853	Ferguson 4row gapper
854	Ferguson potato planter c/w seats and bell, described as being in very good condition
855	Orsi Model 48 flail mower
856	Taarup Kverneland KD824 stock feeder (modified)
857	Asparagus IT electric asparagus picker
858	Petrol asparagus picker with Honda engine
859	Chaff cutter
860	240v 13A Metal cutting band saw
861	Rack saw bench for steam engine
862	Massey Ferguson 20 conventional hay baler stated to be in good working order
863	3point linkage 2row turnip sower
864	Front loader ex-Super Major
865	Colwood motor hoe
866	Garden rotovator
867	Wolseley garden rotovator
868	Ransomes Ajax 12inch lawnmower
869	Garden roller
870	Bamfords of Uttoxeter belt driven saw bench, recently fitted with new blade

STANDARD TERMS & CONDITIONS OF BUSINESS

1. DEFINITIONS

1.1 In these conditions the following terms have the following meanings unless inconsistent with the context:

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“Auctioneers” means Cheffins of Clifton House, 1-2 Clifton Road, Cambridge CB1 7EA

“Conditions” means the standard terms and conditions of business set out in this document

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

“Purchaser” means a person, firm or company who purchases lots

“Vendor” means any person, firm or company who puts forward lots intended to be sold at the Sale

“Sale Day” means the day fixed by the Auctioneers for an auction and where the context so requires means the day fixed for the auction in which a particular lot is entered

“Reserve Price” means the minimum price fixed by either the Auctioneers or the vendor at which lots are to be sold at the Sale

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

2. VALUE ADDED TAX ON PURCHASE PRICE

2.1 VAT at the standard rate will be added to the purchase price of all lots. The only exceptions to this will be the case of “zero rated” or “exempt lots”. The Auctioneers will state at the time of sale if any lots fall within these exceptions.

2.2 In the case of overseas purchasers from EC countries they will be required to supply the Auctioneers with their VAT/FISCAL NUMBER AND OTHER RELEVANT INFORMATION AS REQUESTED in order that the items may be invoiced at zero rate for VAT purposes. HOWEVER, A VAT DEPOSIT EQUIVALENT TO THE STANDARD RATE OF UK VAT WILL BE CHARGED ON ALL LOTS. THE GOODS MUST BE SENT OR TRANSPORTED OUT OF THE UK TO A DESTINATION IN ANOTHER EC MEMBER STATE.

It is the responsibility of overseas purchasers from EC Countries to ensure that they or their haulier complete and sign a COLLECTION CERTIFICATE on collection of the goods purchased. The original certificate must be left with the Auctioneers.

Upon the above requirements being met in full, a refund of the VAT deposit will be made to the purchaser. Failure to do so will result in the VAT deposit being paid over to Customs & Excise as VAT.

2.3 In the case of overseas purchasers from NON EC COUNTRIES, they will be required to pay a VAT DEPOSIT equivalent to the standard UK rate. Such amount will be refunded to the overseas purchaser if the Auctioneers receive, within three months of the time of supply, a satisfactory Bill of Lading or Certificate of Shipment as proof of shipment of the lots outside the EC, failing which the VAT deposit will be paid over to Customs & Excise as VAT.

3. RESERVE PRICE AND BIDDING

3.1 The Auctioneers and/or the vendor reserve the right to fix a Reserve Price for any lot and withdraw that lot in the event that the highest bid price does not meet the reserve

3.2 The vendor may bid for any lot either personally or through the Auctioneers or through any other person as many times as the vendor thinks fit and may withdraw any lot at any time before the sale of such lot

3.3 The Auctioneers may without giving any reason refuse to accept the bidding of any person. In the case of a dispute as to any bid, the Auctioneers may forthwith determine the dispute or put up the lot again at the last undisputed bid or withdraw the lot

3.4 No person may advance a bid less than a sum to be named from time to time by the Auctioneers nor be allowed to retract a bid

3.5 The highest bidder for each lot shall be the purchaser of that lot

4. AUCTIONEERS AS AGENT FOR VENDOR

4.1 The Auctioneers sell as Agent for the vendor and as such are not responsible for any default by the vendor or purchaser

4.2 In the event that a purchaser fails to pay the purchase price for the lot in accordance with these Conditions and the Auctioneers have previously advanced to the vendor of such lot an amount representing such purchase price the vendor shall forthwith at the request of the Auctioneers assign all and any of his rights against the purchaser in respect of the unpaid purchase price to the Auctioneers and shall execute such documents as may be required by the Auctioneers to give effect to such assignment and further, shall give reasonable co-operation to the Auctioneers in any action, claim or proceeding brought or threatened by the Auctioneers against the purchaser

5. REMOVAL OF LOTS

5.1 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 Auctioneers offices

5.2 All lots purchased must be cleared from the Saleground within 7 days of the date of the Sale in which they were purchased unless otherwise stated at the time of sale

5.3 The Bidder is on risk once the hammer falls and is strongly advised to effect insurance at once. Upon the fall of the hammer the Bidder shall assume all risks in and relating to such lots. The Bidder is advised to effect in respect of all such risks arising thereafter any insurance it may consider necessary. The duty of the Auctioneer and/or the vendor to deliver lots shall be deemed performed upon the fall of the hammer even if a lot is subsequently and/or part thereof has been lost

6. DETAILS OF PURCHASERS

All purchasers are required to Register before the auction at the Auctioneers Office, whether or not the lots, which they purchase are to be removed on the day of the Sale

7. EXCLUSION OF LIABILITY

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

8. PAYMENT

All lots must be paid for on the day of the Sale by the purchaser

9. INSPECTION OF GOODS

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9.1 Unless a warranty is specifically given for a particular lot at the time of the Sale all lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to sale of the lot 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, unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any vendor to any purchaser in respect of any lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law

9.2 The Auctioneers may at their discretion or upon the instruction of the vendor alter or withdraw all or any lots referred to in the auction catalogue up to the moment at which the hammer falls in relation to such lot(s)

10. AUCTIONEERS' RIGHT TO ANNUL SALES

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

11. COMPLIANCE WITH ROAD TRAFFIC ACTS

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 authorisations necessary before such vehicle or trailer can be used on the road

12. HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO FARM SAFETY

The purchaser of any lots is responsible for complying with all legal requirements as to the safe use of lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such lots

13. RESERVATION OF TITLE

13.1 If the Auctioneers allow the purchaser to remove the lot from the Saleground before the purchaser has made full payment for the lot then title to the lot shall remain vested in the vendor

13.2 If the Auctioneers pay the vendor the price of the lot before the purchaser has paid the price to the Auctioneers title to the lot shall pass from the vendor to the Auctioneers and shall remain with the Auctioneers until full payment has been made by the purchaser to the Auctioneers, when title shall pass to the purchaser

13.3 Notwithstanding that the title has not passed to the purchaser all risk of damage to the lot shall pass to the purchaser immediately upon sale (the fall of the hammer)

13.4 The purchaser shall until payment has been made in full keep the lot in good marketable condition and readily identified and shall indemnify the vendor or the Auctioneers as the case may be for any damage

13.5 In the event of any sale by the purchaser of a lot before full payment has been made the purchaser shall hold the proceeds of such sale on trust for the vendor or the Auctioneer (as the case may be) and shall pay such proceeds into a separate identifiable bank account

13.6 At any time before the title to the lot has passed to the purchaser, the vendors or the Auctioneers (as the case maybe) including the Auctioneers acting as agents for the vendor, shall have the right to enter upon the purchaser's property for the purposes of recovering the lot

14. GOVERNING LAW AND JURISDICTION

For the avoidance of doubt all contracts entered into between the purchaser and vendor and between either of them and the auctioneers on the basis of these standard terms and conditions of business are governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts