1751	1990 2960cc Mercedes-Benz 300SL convertible Reg. No. H146 WAH Chassis No. WDB129060F21177 Engine No. 10398422001900 Fitted with a straight 6 petrol engine and 4speed
	automatic transmission, this SL is finished in silver with blue leather interior, both of which are stated by the vendor to be in good condition. With 93,903 miles on the clock it's offered for sale with the hard and soft top as well as current V5C documentation Estimate: £6,000 - £8,000
1752	c1973 2800cc Daimler Sovereign Automatic Reg. No. VWC 465L (Expired) Chassis No. 1T3640BW A time warp machine that was last on the road in 1982, in dry storage ever since it has
1752	only just surfaced following the owners death. With just 18,188 miles from new and still on it's original tyres this will make a fine restoration project, the red interior appears to be in sound order. Supplied with an old V5 document buyers should be aware that the registration number is no longer on the DVLA register a
	1978* 3.5litre Land-Rover Series III 130inch Special Reg. No. PMA 124Y Chassis No. 94123061C An ex military Series 3 109inch that arrived on civvy street in July 1983 hence the Y suffix
, ,	registration number. At some point the Land Rover was stretched to 130inch and fitted with a petrol 3.5 litre Rover V8. Purchased in Blackburn, Lancashire in 2015 and driven back to
	Cambridge with a view to carrying out further work, a project that never quite happened. Fitted with Bridgestone Dueler All Terrain
1753	1961 1489cc Riley 1500 saloon Reg. No. 537 WPA Chassis No. RHSR1-27338 Engine No. 15RBUH16782 Stated to be a running and driving example finished in red and suitable for
1754	restoration. The Surrey registration number is apparently transferable and a current V5 is supplied. Estimate £1,600 - £1,900  Pre 1963 Wolseley 1500 saloon Reg. No. XKD 107 (expired) The vendor informs us that this cream and red car appears to be complete with a matching interior in surprisingly good order.
1734	Offered for sale as a restoration project, the Liverpool registration number is now expired and the vehicle is offered for sale without documentation. Estimate £800 - £1,000
1755	1959 2250cc Land Rover Series II 109inch Reg. No. UAS 118 Chassis No. 151000216 This 109inch project Land Rover was originally registered PPN 602 (East Sussex) and has been in the
	current ownership for the last 22 years. A perfect project machine that is supplied with V5 documentation.
1756	1984 Toyota Landcruiser HJ47 Reg. No. TBA Chassis No. 030377 The vendor informs us that this Landcruiser finished in blue is in very good running order with a rust free chassis and good
4252	body, a recent repaint has been carried out. Estimate £10,000 - £11,000
1757	2003 2967cc Jaguar XJ350 Sport V6 Automatic Reg. No. TER 840 Chassis No. SAJAC73M14VG15222 The all alloy bodied XJ350 is finished in blue and is the daily driver of a local company director. We are informed that it has a full service history and all previous owners are known to the vendor who also states that the air conditioning and air suspension are both in
	perfect order. Recently serviced and sold with its personal plate TER 840. An imposing car with current MOT until December 2019 and V5C d
1758	1983 5,000cc Chevrolet El Camino V8 Auto Pick-Up Reg, No. NST 405Y Chassis No. IGCCW80H6DR290746 Finished in white over black with red 'Super Sport' script this striking looking
	pick up is stated by the vendor to be a factory condition vehicle with power steering, 3 seat cab and air conditioning. Subject to a recent full service, 4 new tyres and new battery it is
	described as 'wanting for nothing' and having no known faults. Offered for sale with current MOT until October 2019, 2 sets of keys an
1759	1986 2495cc diesel Land Rover 90 Pick-Up Reg. No. D352 YAV Chassis No. SALLDVAC7AA268311 Fitted with a canvas tilt, snorkel exhaust, chequer plate wing top protectors and a bull
	bar. The recorded mileage is 92,818 miles with just 2 former keepers noted and the current owner since 2002. Currently dry barn stored, the last MOT expired in August 2017 and D352 YAV
4700	is registered on a SORN. Estimate TBC
1760	1992 Scania 93M 210 Flatbed Reg. No. J493 HNS Chassis No. 1183529 The 6cylinder flatbed was the subject of a professional restoration 10 years ago we are informed, the body has been re-floored, new tyres are fitted as are a new radiator and shock absorbers all round. Stated to be a reliable lorry that was well known on the Scottish rally scene that is ready for work or play
	and is offered for sale with an MOT valid until June 2020. Estimate £7,000 - £8,000
1761	1972 Ford Transit chassis cab Reg. No. KHX 962K This chassis cab finished in white will make a very fine basis for a project, the seats and door cards have been recovered and it supplied
	with the original chassis plates as well as a handbook and partial V5C. Described by the vendor as an original barn find both HPI and DVLA checks reveal that a replacement V5C document
	should be obtainable. Estimate £1,500 - £1,800
1762	1964 Seddon Atkinson Ballast Box Lorry ex Pickfords Reg. No. ALR 177B Chassis No. FC9760 Originally one of a small batch of bonneted heavy haulage tractor units built by Atkinson for
	Pickfords (Fleet No. M3444). The next owner was the Crows family who used it for transporting fairground rides. In the current ownership it has been put into its current guise and re-liveried
4700	in its original Pickford colours. Fitted with a Gardner 150 diesel power plant it has been enjoyed for a number of years on t
1763	1952 Bedford O Type flatbed Lorry Reg. No. XSJ 630 Chassis No. OLBC Z42890 Presented in blue this O type is recorded as having been first registered in 1967 although of a 1952 vintage but has been awarded an age related plate in 1999 reflecting its true age. The vendor describes it as being in good clean condition with good brakes and driving well. He points out that there
	is a small leak on the manifold gasket and that he believes the radiator to be partially blocked as there is an overheating
1764	1999 ERF EC11 6x4 Tractor Unit Reg. No. S686 KNV Chassis No. 87875 This EC11 was supplied new to Heygates Flour and has only had 2 other owners since. The vendor states that the
	ERF has been re-registered for private use and consequently is offered for sale without VAT. The vendor further states that it is in good running order and carries an MOT test valid until the
	end of January 2020
1765	1999 ERF EC6 Beavertail Reg. No. TBA* Chassis No. SAF18C2RD05091215 The flatbed beavertail is liveried in blue and is fitted with drop down ramps, the cab roof is adorned with a
1766	beacon bar and air horns. Currently on SORN and offered for sale with current V5C, the current personal registration will be retained by the vendor. Estimate £8,000 - £9,000
1766	Peterbilt 362 LHD 6x4 5th wheel tractor unit Reg. No. N/A Chassis No. TBA Part of a private collection this mighty twin steer Peterbilt powered by a Detroit diesel V8 engine was imported direct from the United States and has been well cared for over a number of years in the display shed. The 362 was the companies flagship cab over in the 1980s and this example is finished
	in bright yellow with polished stainless steel exhaust stacks, chequer plate catwalk, polished front and rear fenders, visor
1767	1968 ERF LV 4x2 tractor unit and unique 1970 Arrow tandem axle 33ft semi trailer Reg. No. UXD 624G Chassis No. CN16905 64GXB This rare combination consists of the 32ton rated ERF
	LV tractor unit powered by a Gardner 6LXB 180 engine coupled to a David Brown 6 speed manual gearbox with an Eaton 2 speed axle. The cab is entirely original with all switches and
	gauges working, it is presented in its 'as last used' condition with a well worn drivers seat. The trailer is rather special and is understoo
1768	1995 ERF EC14.50TD4 8x4 200t 5th wheel artic' tractor unit Reg. No. DIG 5258 Chassis No. 79435 Engine No. 23235530 This is one of only three 8x4 200 tonne tractor units ever built by
	ERF and is the only one left in Europe, the other two having been shipped over to Africa in recent years following use in heavy plant haulage from Scotland to ports in England. DIG 5258 was
1700	originally acquired by the Electricity Supply Board from ERF along with a Nicholls 10 axle trailer for transporting heavy trans
1769	2005 Ford Iveco Euro Cargo 75EA Removals Lorry Reg. No. NX55 EOO Chassis No. ZCFA75CO202461860 The 7.5t lorry has been last used in February of this year after several trips to Spain, the vendor reports that it is a low mileage example with a clean cab. The large removals body is fitted with a drop well rear and the lorry is equipped with power steering and cruise
	control. A slight leak on the exhaust downpipe is reported and the last MOT had no advisories, recent new batteries have been fitted.
1770	1977 Toyota Landcruiser SWB Jeep Reg, No. (Irish plates) Chassis No. 251716 Finished in grey and stated by the vendor to be in good running order with a clean chassis. Estimate £8,500
	000,02
1771	1964 Kenworth L924 RH 6x4 tractor unit Reg. No. BKU 94B Serial No. 82533 A right hand drive example that is stated to run and drive well with good tyres and a clean and tidy interior.
, .	Fitted with a Cummins diesel engine and registered as a historic vehicle, offered for sale with current V5C documentation.
	1993 LEYLAND DAF 4tonne GS 4x4 dropside Reg. No. K86 BWLChassis No. XLR52D39D0L115228Stated to be in excellent all round condition this ex-army 4x4 DAF has been regularly
1772	exhibited at rallies since 2005 and is fitted with a Cummins 7ltr turbocharged engine and body tilt. Showing just 68,293 miles K86 BWL is supplied with MOT until July 2020 and current V5
1772	designantation February C2 000 C4 000
	documentation. Estimate: £3,000 - £4,000  2006 2495cc Land Rover I WBReg. No. WM56 VJ7Chassis No. SALI DHAV7KA929322This ex-army example is stated to be complete with registration documents
1772 1773 1774	documentation. Estimate: £3,000 - £4,000  2006 2495cc Land Rover LWBReg. No. WM56 VJZChassis No. SALLDHAV7KA929322This ex-army example is stated to be complete with registration documents  2004 Land Rover Defender 110 5speed manual diesel pick-upReg. No. SF04 DCLSerial No. A683633Fitted with a cab, rollbar and showing 90,000 miles
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1805	1966 JCB 7 6cylinder diesel METAL TRACKED EXCAVATOR The 7 was JCB's first 360° model originally developed in 1965 and went into full production in 1965. It was promoted as a 3/4
	cubic yard continuous slew earthmover and was powered by a Ford 590E engine producing a heady 96hp. The design was based on the Warner & Swasey Hopto excavator and bears some
L	similarities One of only a handful of these machines still in existence and is offered for sale with an original bucket. Ready to rally and would
1806	FIELD MARSHALL S.III single cylinder diesel TRACTOR Serial No. 14502 Fitted with PTO and swinging drawbar on 18.4-30 Continental rear and 7.50-18 front wheels and tyres. An earlier
	repainted example
1807	FOWLER FD3 3cylinder diesel CRAWLER TRACTOR Reg. No. FCE 57 (expired) Serial No. 4500140 Fitted with Fowler rear mounted winch with land anchor, retro fit cab and drawbar. A
	Cambridgeshire registered tractor with original sales leaflet
1808	1984 FORD TW-25 6cylinder diesel TRACTOR Reg. No. B516 LRT Serial No. 912217 Fitted with a Q cab, rear inner and out wheel weights, rear PAVT wheels, rear linkage and drawbar on
	18.4R38 rear and 14.9R28 front wheels and tyres
1809	FORDSON E27N 4cylinder petrol/paraffin TRACTOR Fitted with rear linkage, drawbar and side belt pulley. A very original looking example
1810	1982 FORD TW-20 6cylinder diesel 4wd TRACTOR Reg. No. GTL 778Y Serial No. 910576 HPI checks show an active registration number but no documentation is available
1811	FORD 7610 diesel TRACTORSerial No. BA83135Fitted with New Holland Powerstar turbo engine, PUH, hydraulic trailer brake and new clutch fitted on 16.9-38 Goodyear rear and 420/70-24
	Taurus front wheels and tyres
1812	1960 MASSEY FERGUSON 35 3cylinder diesel TRACTOR Reg. No. VCJ 522 (expired) Serial No. SNM175103 Standing on 12.4x28 rear and 6.00x16 front wheels and tyres, this tractor has been fitted with new injectors, reconditioned pump, new full clutch pack, new wheels and tyres, finished in 2pack paint and ready to rally. HPI checks show the registration is not active but an
	old style V5 is available.
1813	FIELD MARSHALL S.III single cylinder diesel TRACTOR Serial No. 14242 Fitted with new tyres and tinwork. An unfinished restoration project
1814	COUNTY 954 6cylinder diesel TRACTOR Serial No. 15680 Fitted with 2no. rear spools, drawbar and wheel weights on 16.9-30 wheels and tyres. An original looking example
1815	COUNTY 764 4cylinder diesel TRACTOR Serial No. 37229 Fitted with rear linkage, top link and heavy duty drawbar on 18.4-30 wheels and tyres
1816	1960 FORDSON Power Major 4cylinder diesel TRACTOR Reg. No. 229 LBH Serial No. 1531294 Sold new to the late Eric Chokes of Leighton Buzzard from Oliver's of Luton then sold in
	2002 at Chokes dispersal sale to the present owner and dry stored for the last 17 years. Fitted with a Broughton HDF2 rear winch with cable and land anchor
1817	1963 FORDSON Super Major 5cylinder diesel TRACTOR Reg. No. LCL 179A Serial No. 5938534 Fitted with air cooled Deutz F5L912 diesel engine, side belt pulley, rear linkage and
	swinging drawbar on 12.4/11-36 rear and 6.00-10 front wheels and tyres. Tractor bears A.G Potter (Framlingham) Ltd, Framlingham, Suffolk supplier plate
1818	COUNTY Super-4 4cylinder diesel TRACTOR Fitted with 21.1-26 flotation wheels and tyres. No rear linkage
1819	FIAT DT 80-90 4cylinder diesel TRACTOR Reg. No. K436 CAW (expired) Fitted with rear linkage, PUH, top link and 10no. front weights on 13.6R38 rear and 11.2R28 front wheels and tyres
1820	FORDSON Super Major 4cylinder diesel TRACTOR Fitted with Perkins diesel engine, rear linkage, swinging drawbar and front weight tray on 12.4/11-36 rear and 6.00-19 front wheels and
	tyres
1821	1992 MARSHALL D844 4cylinder diesel TRACTOR Reg. No. J563 UEW Serial No. 35725153523310 Fitted with 6no. front weights, rear linkage, PUH, top link and SK2 cab on 16.9R34 rear
	and 11.2R24 front wheels and tyres
1822	MASSEY FERGUSON 165X 4cylinder diesel TRACTOR Serial No. 152515 Fitted with a Palma cab and showing 3,138 hours, but not known if genuine, a recent Danish import.
1823	FORD 5000 diesel TRACTOR Serial No. B192547 Stated to be in very original condition with front weights and showing 4,700 hours
1824	INTERNATIONAL 685 4cylinder diesel TRACTOR Serial No. B510002B012349-X A well presented example showing just 2,868 hours
1825	INTERNATIONAL B250 cylinder diesel TRACTOR Serial no. 20102 Fitted with rear linkage, swinging drawbar, toplink and 2 furrow mounted plough on 12.4-28 rear and 5.50-16 front wheels
1020	and tyres. Ex-Cowle collection
1826	1975 FORD 4600 3cylinder diesel TRACTOR Serial No. B963492 Fitted with a reconditioned engine, new tyres and resprayed to a good standard. No registration documents available
1827	· · · · · · · · · · · · · · · · · · ·
	FORDSON E1A DKN Major 4cylinder petrol/paraffin TRACTOR Fitted with a side belt pulley, rear linkage, swinging drawbar, weighted rear wheel rims and straight tinwork
1828	1955 FORDSON E1A Major 4cylinder diesel TRACTOR Reg. No. 263 EVX Serial No. 1364362 Fitted with Lister diesel engine, rear linkage, swinging drawbar and side belt pulley on 12.4-36
1000	rear and 6.00-19 front wheels and tyres.
1829	FIELD MARSHALL S.III single cylinder diesel TRACTOR Serial No. 1232 A good restoration candidate
1830	FIELD MARSHALL S.I single cylinder diesel TRACTOR Serial No. 3992 An original looking example with straight tinwork
1831	1918 FORDSON Model F 4cylinder petrol TRACTOR Offered for sale with original 6spoke rear wheels (not fitted). A rare chance to purchase a vintage tractor over 100 years old
1832	1953 LANZ Bulldog D1706 single cylinder semi-diesel TRACTOR Reg. No. WSJ 658 Serial No. 270583 Originally manufactured in Mannheim, Germany. Imported by the current owner from
	Dalheim in 1974.
1833	1988 FORD TW-25 S.II 6cylinder diesel TRACTOR Reg. No. E193 MEG Serial No. 919445 Fitted with ZF 4wd front axle, underlsung exhaust weights, PAVT rear wheels, rear linkage, PUH
	and inside rear wheel weights on 18.4R38 rear and 14.9R28 front Firestone wheels and tyres all round.
1834	FORD TW-15 6cylinder diesel TRACTOR Fitted with ZF 4wd front axle, PAVT rear wheels, rear linkage, PUH and inside rear wheel weights on new 18.4R38 rear and 16.9R28 front wheels
	and tyres
1835	MASSEY FERGUSON 35X 3cylinder diesel TRACTOR This tractor was seen on TV with Henry Cole on episode 6 of 'Find it Fix it Drive It'. The tractor has been refurbished with new
	paintwork, tinwork, wheels and tyres
1836	FORD 3000 3cylinder diesel TRACTOR Fitted with a cab and appearing in ex-farm condition
1837	1942 JOHN DEERE Model H 2cylinder petrol TRACTOR This well presented styled rowcrop example stands on cross pattern rear tyres
1838	ALLIS CHALMERS Model B 4cylinder petrol TRACTOR Fitted with pneumatic front and straked rear wheels with road bands
1839	1985 JCB 520-4 Farm Special diesel TELESCOPIC LOADERReg. No. C446 GWCSerial No. 501793Owned by Blythe & Pawsey and one farmer after that from new. V5 available
1840	1953 CASE 500 6cylinder diesel TRACTOR Reg. No. 288 XUH Serial No. 8085301 Fitted with front and rear wheel weights, PAS, 4no. rear spools, electric start and swinging drawbar on
-	16.9-34 Goodyear rear and 7.50-18 front wheels and tyres. An earlier repainted example.
1841	INTERNATIONAL 8614 4cylinder diesel TRACTOR Fitted with rear linkage, swinging drawbar and front weight on 13.6-38 rear and 7.50-18 Goodyear front wheels and tyres. An earlier
	repainted example
1842	1957 CASE 400 Super Diesel 4cylinder diesel TRACTOR Reg. No. PSJ 788 Serial No. 8107358 Fitted with swinging drawbar, 4no. rear spools, electric start and side belt pulley on 18.4-30
1042	Goodyear rear and 7.50-16 Goodyear front wheels and tyres. An earlier repainted example
1042	
1843	FIELD MARSHALL S.II single cylinder diesel TRACTOR Serial No. 8198 Further details at time of sale
1844	FORDSON Super Dexta 3cylinder diesel TRACTOR Fitted with a front loader and bucket
1845	FORDSON Dexta 3cylinder diesel TRACTOR Appearing to be an older refurbished example
1846	MARSHALL 604 diesel TRACTOR The vendor describes the tractor as being in restored condition with V5 and workshop manual available
1847	1985 MASSEY FERGUSON 590 diesel TRACTOR Fitted with a 2door cab and showing just 1,223hours. A recent Danish import with registration certificate available
1848	1989 MASSEY FERGUSON 390 diesel TRACTOR Fitted with a Hi-Line cab and showing just 3,300hours. A recent Danish import with registration certificate available
1848 1849	1989 MASSEY FERGUSON 390 diesel TRACTOR Fitted with a Hi-Line cab and showing just 3,300hours. A recent Danish import with registration certificate available 1964 MASSEY FERGUSON 35X 3cylinder diesel TRACTOR Reg. No. AEW 500B3 Fitted with grass tyres, this tractor is showing just 2,101 hours. V5 available
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1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859	1989 MASSEY FERGUSON 390 diesel TRACTOR Fitted with a Hi-Line cab and showing just 3,300hours. A recent Danish import with registration certificate available 1964 MASSEY FERGUSON 35X 3cylinder diesel TRACTOR Reg. No. AEW 50083 Fitted with grass tyres, this tractor is showing just 2,101 hours. V5 available FORD 1910 3cylinder diesel TRACTOR Serial No. UPE00194 Fitted with rear linkage, drawbar and rollbar on 600/50-22.5 rear and 27/4-15 front wheels and tyres MASSEY FERGUSON 3050 Autotronic diesel TRACTOR A cabless example showing just 1,335 hours. A recent Danish import and no registration documents exist MASSEY FERGUSON 135 3cylinder diesel TRACTORThis example appears to received some refurbishment work and stands on good tyres all round 1936 McCORMICK FARMALL F12 4cylinder petrol/paraffin TRACTORReg. No. 490 XUASerial No. FS49006Finished in red and sitting on steel wheels with V5 available DAVID BROWN 995 TRACTORFurther details at the time of sale 1949 FERGUSON 7EF-20 4cylinder diesel TRACTOR Stated to have recently received a mechanical and cosmetic overhaul 1961 MASSEY FERGUSON 35 3cylinder diesel TRACTOR Reg. No. IG 4187 Serial No. 183253M6 Fitted with Ferguson link box and full lighting set with safety beacon, this 35 is stated to be in good mechanical condition and has recently benefited from new mudguards, rear tyres, brake drums, clutch c/w receipts for work completed. V5 available, an ideal road run tractor 1950 FERGUSON TED-20 4cylinder petrol/paraffin TRACTOR Reg. No. 533 XUC Serial No. TED157443 Fitted with rear linkage. An earlier repainted example with V5 available DAVID BROWN Cropmaster 4cylinder petrol/paraffin TRACTOR Serial No. P34462 Fitted with rear linkage and PTO and good straight tinwork, a good restoration project which is complete with original suppliers plate for South Lincolnshire Tractors  1951 FERGUSON TEA-20 4cylinder petrol TRACTOR Reg. No. WSL 808 Serial No. 080318 Fitted with sprung seat, drawbar but no rear linkage. Supplied by Barclay Motors, Bury St Edmunds with V5 available
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1863	1975 FORD 8600 6cylinder diesel TRACTOR Reg. No. LNO 809P Serial No. 953204 Fitted with Dual Power, PAVT rear wheels with inside wheel weights and cab on 20.8R38 rear and
	11.00-16 front wheels and tyres. Supplied by Colchester Tractors Ltd.
1864	MASSEY-HARRIS Type 820 Pony 4cylinder petrol TRACTORSerial No. 194151
1865	MASSEY HARRIS Pony 4cylinder petrol TRACTORSerial No. 31521
1866	1956 FERGUSON TEF-20 4cylinder diesel TRACTOR Fitted with a Lambourn cab with logbook available
1867	1956 INTERNATIONAL B-250 4cylinder diesel TRACTORReg. No. WVF 642 (expired)Serial No. IHC703965R1Standing on 11.00x28 rear and 6.00x16 front wheels and tyres this tractor has recently had new engine oil, gearbox oil, axle oil, seals, seat pad and reconditioned radiator
1868	1972 INTERNATIONAL 454 3cylinder diesel TRACTOR Reg, No. OWY 738K Serial No. 6312 Fitted with horseshoe front window. Old style V5 available
1869	1954 MINNEAPOLIS MOLINE UTS diesel TRACTOR Serial No. 05000241 Stated to be a good runner
1870	1954 CASE 500 6cylinder diesel TRACTOR Serial No. 8043168 Stated to start and run well showing in good original condition
1871	JOHN DEERE 2130 4cylinder diesel TRACTOR Serial No. 310423L Fitted with mechanical 4wd front axle, Sekura SEK293 cab, rear linkage and drawbar on 16.9/14-34 rear wheels and tyres
1872	UNION MASSEY FERGUSON 135 3cylinder diesel TRACTOR Stated to be in very original condition, starts and operates well
1873	FORDSON Super Major 4cylinder diesel TRACTOR Unregistered from new and barn stored for 20 years
1874	INTERNATIONAL TO A dylinider diesel CRAWLER TRACTOR Serial No. 4189 Further details at the time of sale
1875	1949 FERGUSON TED-20 4cylinder petrol/paraffin TRACTOR Fitted with a Ferguson potato ridger
1876	DAVID BROWN 880 TRACTORFurther details at time of sale
1877	MINNEAPOLIES MOLINE UTS 4cylinder petrol TRACTOR Fitted with side belt pulley and rear drawbar
	, ,
1878	FORD 5000 diesel TRACTOR Fitted with a Shawnee Poole plant trailer
1879	INTERNATIONAL 574 4cylinder TRACTOR Fitted with horseshoe front window
1880	MASSEY FERGUSON 35 3cylinder diesel TRACTOR Stated to be in good working order, this example has been on farm since new and is fitted with cab and diff lock
1881	NUFFIELD 4/60 4cylinder diesel TRACTOR Further details at time of sale
1882	STOTHERT & PITT LTD Vibroll 38RD 3cylinder diesel ROLLER Reg. No. JFW 966E (expired) Serial No. V12.037 Fitted with a Lister diesel engine and fibreglass part canopy
1883	1980 INTERNATIONAL 684 4cylinder diesel TRACTOR Reg. No. ECT 601V Serial No. 5658 Fitted with Torque Amplifier, 540 PTO and showing 3,856.5 hours. Vendor reports an electrical fault with the fan on the heater control. V5 available
1884	1984 HYMAC 370C 4cylinder diesel BACKHOE DIGGER LOADER Reg. No. Q318 LKH Serial No. 265303706534 The vendor reports the engine starts and runs well, all hydraulic services
ĺ	operate. No registration documents exist but HPI checks show an active registration number
1885	FORDSON Standard N 4cylinder petrol/paraffin TRACTOR Reported to start and run with a good engine, clutch, gearbox and brakes. Fitted with new rear tyres and being sold due to ill health
1886	INTERNATIONAL BTD6 4cylinder diesel CRAWLER TRACTOR Vendor reports the tracks are in worn condition
1887	INTERNATIONAL TD8 4cylinder diesel CRAWLER TRACTOR Stated by the vendor to be in working order with a very good cab
1888	CASE 700 4cylinder diesel TRACTOR Serial No. 8125794 Mode: 702-B Fitted with Case-O-Matic, Dual Range, swinging drawbar, PTO and side belt pulley on 18.4-30 rear and 7.50-16 front
	wheels and tyres. A good original looking example with straight tinwork
1889	FORD 7600 4cylinder diesel TRACTOR Rea, No. SE VE 04123 (expired) Serial No. B34703 Fitted with 6no. front weights, cab, rear linkage, toplink, drawbar and rear wheel weights on
1003	18.4-34 rear and 7.50-16 front wheels and tyres
1890	1969 MASSEY FERGUSON 165 4cylinder diesel TRACTOR Reg. No. OGV 814H Serial No. 577216 Fitted with loader frame and PUH and on 12.4-36 rear and 11.5-15 front wheels and
1090	tyres. No registration documents available
1891	FORDSON E27N 4cylinder petrol/paraffin TRACTORSerial No. N273537Fitted with front lights, rear linkage and drawbar
1892	1978 LEYLAND 245 diesel TRACTOR Reg. No. MDN 859T Serial No. 224526 Fitted with a demountable front loader and showing 3,286 hours
1893	ů ·
	INTERNATIONAL diesel TRACTOR Fitted with front loader and Holman rear mounted compressor. Finished in yellow and showing 5,727 hours
1894	FORDSON Standard N 4cylinder petrol/paraffin TRACTOR Serial No. 887533 Fitted with spade lug rear wheels and side belt pulley
1895	TRACK MARSHALL CRAWLER TRACTOR Fitted with drawbar and finished in orange, the vendor states this crawler to be in working order
1896	DAVID BROWN 950 4cylinder diesel TRACTOR Further details at time of sale
1897	1982 DAVID BROWN 1490 4cylinder diesel TRACTOR Reg. No. TFL 745X Serial No. 11184269 Fitted with a Massey Ferguson front loader and bucket, creeper gearbox, 540+1000 PTO
	and shows 2,606 hours. Vendor reports the rev. counter has stopped working and V5 is available
1898	FERGUSON TEF-20 4cylinder diesel TRACTOR Further details at time of sale
1899	RANSOMES MG6 diesel CRAWLER TRACTOR Fitted with Lombardini engine
1900	FERGUSON TEA-20 4cylinder petrol TRACTORFurther details at time of sale
1901	SFV Vierzon 201 single cylinder TRACTORFurther details at time of sale
1902	BELARUS 250 2cylinder diesel TRACTOROffered for sale with original sales leaflet
1903	FERGUSON TEA-20 4cylinder petrol TRATORReg. No. TVW 4710Id V5 available
1904	INTERNATIONAL 434 4cylinder diesel TRACTORFurther details at time of sale
1905	McCORMICK FARMALL Model A 4cylinder petrol/paraffin TRACTORA Culti-Vision example with front and rear wheel weights
1906	McCORMICK FARMALL Model A 4cylinder petrol/paraffin TRACTORA Culti-Vision example with rear wheel weights
1907	ALLIS CHALMERS Model M 4cylinder petrol/paraffin CRAWLER TRACTORIn ex-farm condition
	ALLIS CHALMERS Model M 4cylinder petrol/paraffin CRAWLER TRACTORIn ex-farm condition
1908	
	MASSEY FERGUSON 590 4cvlinder diesel 4wd TRACTORSerial No. Z213006Stated to be for restoration, fitted with 38ins rear and 28ins front wheels and tyres
1908 1909 1910	MASSEY FERGUSON 590 4cylinder diesel 4wd TRACTORSerial No. Z213006Stated to be for restoration, fitted with 38ins rear and 28ins front wheels and tyres  1991 FORD 7810 Series II 6cylinder diesel TRACTORReg. No. J242 YWXSerial No. BC78344Showing just 3,911 hours and fitted with 38ins rear and 24ins front wheels and tyres. Current
1909	

# VINTAGE 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 (<a href="www.cheffins.co.uk">www.cheffins.co.uk</a>) 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 the following buyer's premium on Lots sold by auction or by private treaty:

Class 1 items (as defined in 2.4 below): 6% of hammer price

Class 2 items (as defined in 2.4 below): 6% of hammer price

Class 3 items (as defined in 2.4 below): 8% of hammer price

Class 4 items (as defined in 2.4 below): 10% of hammer price

The Buyer's Premium will be subject to VAT and 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.

2.4 Definitions:

Class 1 items: Steam Engines

Class 2 items: Tractors, Vehicles including all commercial, private, light goods and four wheel drives.

Class 3 items: Motorcycles
Class 4 items: All other items

## 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 'h' or an 'h' or an 'h'. 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 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 Auctioneer's 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.

# 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.

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

## 6. Bidding

6.1 Bidders at the Cambridge Machinery Saleground will be required to register for a Permanent Purchasers' Registration Number before bidding at the auction. 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 together with a one-off, non-refundable fee of £20 (incl.VAT). Bidders at other sale venues will need to register in person for a temporary bidding number if not in possession of a Permanent Purchasers' 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 £2,500 (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.

## 6.3 Pre-sale Estimates

Pre-sale estimates are intended as a guide to help Buyers gauge approximate prices for the purchase of a particular Lot. The actual Hammer Price realised at auction may be higher or lower than the pre-sale estimate. The lower estimate may represent a reserve price which the Auctioneers have agreed with the Seller. Pre-sale estimates do not include Buyer's Premium or VAT. Estimates printed in the sale catalogue are prepared some time before the sale and may be altered by announcement prior to the auction. It is advisable for the Buyer to consult the Auctioneers nearer the time of the auction for any updates or revisions of pre-sale estimates.

# 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 Andrew's Street, Cambridge

 $\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}~$  Sort Code: 20-17-68

Â Â Â Â A Account Number: 50237698

 $\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}~$  Swift Code: BARC GB 22

Â Â Â Â IBAN: GB43 BARC 2017 6850 2376 98

 $\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}$  Please quote your buyers number or name as reference

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

 $\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}$  to our secure payment page for online payment by debit card.

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 $\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}$  Cash- As a consequence of the Money Laundering Regulations 2003, we are no longer able to

 $\hat{A} \; \hat{A} \; \hat{A} \; \hat{A} \; \hat{A} \; \text{accept} \; \hat{A} \; \text{cash payments for sums in excess of} \; \hat{A} \\ \pounds 7500. \; \text{This includes single payments amounting to} \; \hat{A} \; \hat$ 

 $\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}$  this sum or multiple payments totalling  $\hat{A}\pounds7500.$ 

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

 $\hat{A}$   $\hat{A}$   $\hat{A}$   $\hat{A}$   $\hat{A}$  will need to be cleared before removal of the Lot is permitted (please note you must allow 6

 $\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}~$  working days for a cheque to clear).  $\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}~\hat{A}$ 

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

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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. Â

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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.

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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.

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## 8. Export of Goods

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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).

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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.

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

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### 9. Collection and Storage

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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.

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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.

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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.

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

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# 10. Inspection of Goods

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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. Â

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# 11. Insurance

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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.

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

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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.

## VINTAGE 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:

â€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'Â 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/agreed rate and all expenses incurred for the Sellerâ∈™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 Cheffinsâ∈™ right to retain beneficially the premium paid by the Buyer in accordance with Cheffinsâ∈™ Conditions of Sale and any interest earned on the sale proceeds until the date of settlement to the Seller (subject always to payment by the Buyer)

# 4. Sellers Commission

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

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

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

Class 3 items (as defined in 4.2 below): 7.5% of Hammer Price

Class 4 items (as defined in 4.2 below): 10% of Hammer price

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4.2 Definitions:

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Class 1 items: Steam Engines

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Class 2 items: Tractors, Vehicles including all commercial, private, light goods and four wheel drives

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Class 3 items: Motorcycles

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Class 4 items: All other items

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4.3 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 Entry Fees on all Lots sold, unsold and entered but not forward shall be charged at the following rates:

Class 1 and 3 items £40 per Lot

Class 2 items £15 per Lot

Class 4 items £2.50 per Lot

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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.

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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 Entry Form to confirm that the item is eligible to be entered under one of the schemes. Sellers may elect for any of their eligible items to be included in the Auction under normal VAT rules if they wish. Lots included under one of these schemes will be marked in the catalogue with either an â€⁻m'. The only other exception will be in the case of â€⁻zero-rated' or â€⁻exempt' items. Full details of the Margin Scheme and the Auctioneers' Scheme can be found on the HMRC website www.hmrc.gov.uk notices 718,718/1 and 718/2.

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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);

ŠThe 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;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;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;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;The Lot is not stolen;The Lot has been or will be lawfully imported and lawfully and permanently exported as required by the laws of any country in which it is or was located. Any required declarations upon the export and import of the Lot, including Notification of Vehicle Arrival (N O V A) declarations have been or will be properly made and any duties and taxes on the export and import of the Lot have been or will be paid by the Seller;The Seller has paid or will pay any applicable taxes and/or duties that may be due on the Purchase Price of the Lot;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;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'. 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. 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 claimWhere 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. 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.

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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' estimates. Estimates may be revised at any time prior to sale at Cheffins' 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' 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' 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 (†collectively Liability') shall be limited to the Net Sale Proceeds of the relevant Lot and they shall have no liability for

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

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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.

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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' consent. Reserves must be reasonable and Cheffins may decline to offer goods which, in its opinion, would be subject to an unreasonably high reserve. Â

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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12.4 Reserves of less than £25 will not be accepted

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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 or as agreed. 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' sole discretion whether to take any action against a Buyer or seek any of the remedies as set out in the Conditions of Sale. Cheffins is under no obligation to investigate the ability of any Bidder to pay for purchased Lots or to pursue any Buyer for non-payment.

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

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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 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 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.

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.

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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 Cheffins' 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 Seller's consent, be re-offered at a future auction. The Conditions of Business shall be applicable to any items re-consigned for sale. Where, in Cheffins' opinion, an item is unsaleable, the Seller must collect/remove 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 Seller's property is withdrawn from sale. The Seller must collect its property promptly on being so informed and in any event within 10 days of such notification.

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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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16.7 Lots withdrawn by the Seller after specific advertising by Cheffins and/or the printed catalogue and/or the website has been published will be treated as a sale of the Lot(s) by the Auctioneers and the appropriate fees will apply.

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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 Seller's expense. Any expenses incurred by Cheffins in relation to transport of Seller'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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## VINTAGE CONDITIONS OF BUSINESS

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### Conditions of Sale

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

#### 1. Definitions

In these Conditions:

â€~Auctioneer'Âmeans Cheffins or its authorised auctioneer, as appropriate.

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

â€~Buyer'Âmeans the Bidder who makes the highest bid accepted by the Auctioneer.

â€'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.

**â€Ɗeliberate 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.

â€ʿEntry Fee' means the fee payable on all Lots offered for sale as stated in Clause 5 of the Terms of Consignment for Sellers.

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

â€Net Sale Proceeds'Âmeans 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'Âmeans the legal owner of the Lot offering it for sale, including their agents, executors or personal representatives.

†Seller's Commission'Âmeans 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).

â€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

â€'Reserve Price'Âmeans 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 up to but not beyond the agreed reserve, 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 subject to the conditions at Clause 16 in the Terms of Consignment for Sellers.

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

 $\hat{A} \pounds 0 - \hat{A} \pounds 200 \hat{A} \; \hat{A} \;$ 

£200 - £500Â Â Â Â Â Â Â Â Â Â Â Â Â Â Â

£500 - £1000Â Â Â Â Â Â Â Â Â Â Â Â Â Â

£1000 - £2000Â Â Â Â Â Â Â Â Â Â Â

£2000 - £5000Â Â Â Â Â Â Â Â Â Â Â

£5000 - £10000Â Â Â Â Â Â Â Â

£10000 - £20000 £1000

Cheffins is not bound to implement any of the above increments

- 3.9 No person may advance less at a bid than a sum to be named from time to time by the Auctioneers 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' 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'. The same rule will apply to any zero rated Lots which will be identified in the Auctioneers catalogue by the symbol †aê™.
- 5.3 Sellers of Lots entered under either the â€"Margin Scheme' (including second-hand cars) or the â€"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 â€"Margin Scheme' and inclusive in respect of Lots entered under the â€"Auctioneers Margin Scheme'. Zero rated Lots will be treated in the same way as â€"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 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' 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' 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' 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
- 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 a subsequent 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. Sales at other venues will be subject to specific conditions published in the relevant auction catalogue.
- 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 the specified time 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 from Cheffins saleground 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' premises not later than 14 days following the date of the relevant auction or later with the express written consent from the Auctioneers. Sales at other venues will be subject to specific conditions published in the relevant auction catalogue.
- 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' 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 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' 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. 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候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; oras required by law.

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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' Compliance Officer using the contact details provided below.

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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, Â to help prevent dishonesty and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention; and to relevant solicitors.

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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.

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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 â€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.

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

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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.ukÂ

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

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### 14. Agency

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

## 15. Third Party Liability

All members of the public on Cheffins' premises are there at their own risk and must note the layout of the 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' discretion.
- 18.5 Any notice to any Buyer, Seller or Bidder may be given by first class mail to the last address of which Cheffins have been formally notified and shall be deemed to have been received by the addressee 48 hours after posting. Any notice to Cheffins by the Buyer, Seller or Bidder should be in writing.
- 18.6 Any extension or waiver of any provision of these Conditions of Business that may be granted to Buyers, Sellers or Bidders by Cheffins for a specific Lot shall not have any consequence on the enforceability of these Conditions and in all other respects these Conditions shall remain in full force and effect. Should any provision of these Conditions of Business be deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- 18.7 These Conditions of Business are not assignable by any Buyer or Seller without Cheffins' prior written consent, but are binding on the Buyer's and Seller's respective successors, assigns and representatives. No act, omission or delay by Cheffins shall be deemed a waiver or release of any of its rights.
- 18.8 The Contracts (Rights of Third Parties) Act 1999 is excluded by these Conditions and shall not apply to any contract made pursuant to them.
- 18.9 The Conditions of Sale, the Terms of Consignment for Sellers, the Information for Buyers and any additional notices issued by Cheffins form the entire agreement between the parties. It is agreed that no party has entered into any contract pursuant to these terms in reliance on any representation, warranty or undertaking not expressly referred to in these documents (save in respect of liability for fraudulent misrepresentation).
- 18.10 These Conditions of Business, including the Information for Buyers and the Terms of Consignment for Sellers, and all transactions or disputes to which they relate, are governed by the laws of England and Wales. The Buyer and the Seller agree that the Courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising.Â