

Auction - Vintage sale - Tractors & Commercials to be held at The Machinery Saleground, Sutton, Ely, Cambs, CB6 2QT 22/07/2020 2:09 PM BST

Lot	Title/Description
1	Mercedes MB TRAC 1100 4WD 6cyl diesel TRACTOR Serial No. WDB4411630W152481 A low houred, one owner example, originally supplied by Startin Tractors of Warwickshire. Just 2407 hours are recorded with its condition consistent with the meagre hours. The original owner was meticulous and kept this true late classic under cover when not in use
2	1988 FORD TW25 4WD 6cyl diesel TRACTOR Reg. No. E91 EVW Serial No. 920612 This well presented Super Q cab example is fitted with underslung front weights, good tyres and has recorded just 5942 hours.
3	1993 CASE IH 1455XL 4WD 6cyl TRACTOR Reg. No. L885 KSX Serial No. 939D003381 An ex-farm example that is fitted with front weights
4	1997 CASE IH 5150 PRO 4WD 6cyl TRACTOR Reg. No. P492 MSX A well presented ex-farm tractor fitted with front linkage. V5 available.
5	MERCEDES MB TRAC 1500 4WD 6cyl diesel TRACTOR Reg. No. A247 TAV Serial No. 4431620097059 An unusual reverse drive tractor, fitted with Stoll rear mounted loader and rear linkage. A fine example for its age with good tinwork.
6	FORD 7810 'Silver Jubilee' 6cyl 4wd TRACTOR Fitted with Turbo and standing on 18-4R38 rear and 14-9R28 front wheels and tyres Serial No. BC17600
7	1955 FIELD MARSHALL S.IIIA single cylinder diesel TRACTOR Serial No. 16888 In original condition
8	1947 FIELD MARSHALL Contractors Series Mk. 2 single cylinder diesel TRACTOR Reg. No. EBL 825 Serial No. 4115 An early series 2 with wide wings and complete with lights and winch
9	JOHN DEERE 7520 4wd diesel ARTICULATED TRACTORSitting on dual wheels with new tyres all round and swinging drawbar. Showing 8,618 hours
10	ZETOR 6045 4cyl diesel TRACTOR A genuine original low houred tractor with just 962 hours, offered for sale with original handbook, air hose for the compressor, Zetor 9hole drawbar and pick up hook
11	1977 ROADLESS 118 6cylinder diesel TRACTOR Reg. No. TUR 559R Serial No. B979890 Fitted with 16.9x34 rear and 13.9x24 front wheels and tyres. V5 available
12	1993 MASSEY FERGUSON (Indian) 240 3cyl diesel TRACTOR Reg No. FRZ 3748 Serial No. 1430/27D1177 A very low houred example which appears to have been stored under cover and is as the vendor describes 'as new' with a paltry 209 hours recorded. On Northern Irish plates, it comes with a logbook.
13	JOHN DEERE 4755 TRACTORFurther details at the time of sale
14	1987 JOHN DEERE 4850 4wd diesel TRACTOR Reg. No. E537 GRP Serial No. 011102 Fitted with rear linkage and toplink on new 520/85R38 rear and 460/85R26 front BKT tyres. The vendor reports this tractor has been fully restored to a very high standard and showing 7,978 hours
15	1945 MARSHALL MODEL M single cylinder diesel tractorSerial No. 1530Fitted with rear Marshall and retro fitted electric start, winch and aftermarket canopy and cab. An earlier restoration, finished in green with new front tyres.
16	COUNTY 754 Super Four diesel TRACTOR Fitted with a Duncan cab, showing 4,399 hours and appearing in original condition
17	1995 FENDT GT395 GHA 6cyl diesel TRACTOR Reg. No. N101 EAT Serial No. 8444460 Showing 7953 hours this GTA high clearance tool carrier is stated to be one of only 442 GT395s made in GHA high clearance specification. This version has larger diameter front wheels and is longer in the wheelbase than the standard GTA, UK supplied with pickup hitch and 600/65R38 rear, 480/70R34 front tyres
18	FORD VERSATILE 4 cylinder diesel TRACTOR Fitted with front loader and pallet tines
19	1991 FORD 8730 Powershift 6cylinder diesel TRACTOR Reg. No. H833 MTW Serial No. 928209 Showing 5,779 hours this 8370 is stated to be a very good genuine ex-farm machine
20	1986 FORD 5610 diesel 4wd TRACTOR Reg. No. C882 JCS Serial No. A65853 A good ex-farm example stated to be showing just 3,408 genuine hours with just one previous owner
21	1972 MASSEY FERGUSON 148 3cylinder diesel TRACTOR Reg. No. XEU 699K Serial No. 600596 Fitted with a Ferguson safety cab, stated to be a good original and straight tractor
22	1969 MASSEY FERGUSON 135 3cylinder diesel TRACTOR Reg. No. LTK 553H Serial No. 139930 Fitted with new tyres all round and finished in 2k paint. In show or rally condition with V5 available
23	1971 JOHN DEER 7020 4wd diesel ARTICULATED TRACTORReg. No. XFW 101JSerial No. T773R001519RFitted with a swinging rear drawbar and new tyres all round. Showing 10,036 hours
24	WITHDRAWN
25	1964 FORDSON Super Major New Performance 4cyl diesel TRACTOR Reg. No. AMB 568B Serial No. 08D948558 A recent winner of 'Best Post 1960 Refurbished Tractor' at the May 2019 National Vintage Tractor Club rally, this show tractor is kept in pristine condition and has not been put to any kind of work
26	1965 FORDSON Super Major 4cyl diesel TRACTOR Reg. No. EHR 583C Serial No. 815618 Showing just 2,811 hours and the subject of a recent full service including the hydraulic rams and new seals
27	1940 JOHN DEERE BR (unstyled) 2cyl petrol/paraffin TRACTOR Serial No. 332003 Stated by the vendor to be in excellent mechanical order and presented in show condition. The tractor was originally sold by dealer George White of London, Ontario in 1941. He eventually lost the franchise after painting the tractors white and calling them 'Whites'. An uncommon example on steel wheels.
28	FORD 4600 4WD 3cyl diesel TRACTOR Fitted with PAS, floor gear change and showing just 4,471 recorded hours, an original example
29	WITHDRAWN 1988 MASSEY FERGUSON 390 4cyl diesel TRACTOR Reg. No. E585 CAO Serial No. 5008N17278 A clean example and an earlier restoration which has been recently serviced and had a replacement water pump. Fitted with Goodyear 13.6R28 front and 16.9R34 rear tyres and offered with V5
30	1954 FORDSON E1A Major diesel TRACTOR Serial No. 1285848 A very original tractor that was supplied by Curtis & Horn of Oxford
31	1979 FORD 4600 3cyl diesel TRACTOR Reg. No. EAO 266T Serial No. V123916 A low houred example with 1318 hours recorded, fitted with PAS, floor gear change and described as being in excellent original condition. V5 available.
32	1976 ROADLESS 105 6cyl diesel TRACTORReg. No. OAV 354RSerial No. 6R7363One of only 35 built this rare 105 is stated to be in ex-farm condition and is fitted with power assisted steering, PUH, Duncan cab and front weight. Stated by the vendor to run very well and offered for sale with V5 documentation. Originally supplied to Ramsey Cambridgeshire
33	FORD 5000 diesel 4wd TRACTOR Stated to be in good original condition and mechanically sound
34	MASSEY FERGUSON 188 4wd diesel TRACTOR Further details at the time of sale
35	INTERNATIONAL 1056XL 4wd diesel TRACTOR Serial No. D030832D001313 Fitted with rear linkage and front weights, showing 9.985 hours
36	MASSEY FERGUSON 1080 4wd diesel TRACTOR Further details at the time of sale
37	MUIR HILL 121 S.III Dual Power 6cylinder diesel TRACTOR Further details at the time of sale
38	CASE LA Comfort King petrol/paraffin TRACTOR Stated to be an earlier restoration with fitted new tyres, electric start and lights
39	FORD 8N 3cylinder petrol/paraffin TRACTOR Stated to be an earlier restoration fitted with new tyres and electric start
40	FORD 8210 6cyl diesel TRACTOR Reg. No. F551 RRO An ex Spanish tractor that has been in the current ownership for 2 years with very little use in that time. As expected for a vehicle from warmer climes it is fitted with air con' and has a sound tidy cab and shows just over 3,300 hours. Offered for sale with current V5C documentation.
41	1979 MASSEY FERGUSON 590 4cyl diesel TRACTORReg. No. KTL 922VSerial No. Z232024Reported to be a very original example complete with PUH, spool valve, PAVT rear wheels and Goodyear tyres all round. With an 8 speed gearbox and stated to be running and driving well this ex small Lincolnshire farm tractor is offered for sale with V5
43	1972 MASSEY FERGUSON 135 3cyl diesel TRACTOR Reg. No. UMJ 545K Serial No. FG402519 Subject to a full concours restoration completed by Youngs Agricultural Services Ltd based in Stretham, Ely, Cambridgeshire. Old style logbook available
44	1980 FORD 4600 3cyl diesel TRACTOR Reg. No. AFR 155V Serial No. 511859 Supplied new by Robert Hudson of Broughton, Cumbria who fitted the Duncan Supercab and power steering kit. Fitted with a new diamond engine block 2,000 hours ago and now showing 3,950 hours. The Duncan cab was restored in 2010 retaining the original cladding. V5C available
45	1965 FORD 5000 pre-Force 4cyl diesel TRACTOR Reg. No. MN 1904 (expired) Serial No. B822632 Fitted with 15x30 rear and 750x16 front wheels and tyres. V5 has been applied for
46	1964 MASSEY FERGUSON 65 4cyl diesel TRACTOR Reg. No. BDG 209B (expired) Serial No. 2987103 Further details at the time of the sale
47	MASSEY FERGUSON 135 Multi-Power 3cylinder diesel TRACTOR Originally a Mark Weatherheads demonstrator that has been subject to a restoration.
48	1964 MASSEY FERGUSON 42 3cylinder diesel TRACTOR Serial No. SNMY-S52676 Fitted with Perkins A3-152 3cylinder (35X) engine coupled to MF65 rear complete with disc brakes and heavy duty back axle on 12.4-32 rear wheels and tyres. Built at the Beauvais Factory, France. Stated to start immediately and run well with no major oil leaks and recently benefiting from a full oil and filter service. Ready for work or play. V5C has been applied for
49	1957 CASE 300 4cyl petrol/paraffin TRACTOR Serial No. 6079312 Finished in beige and red this 312 rowcrop model is originally from an American turf farm
50	INTERNATIONAL B275 4cyl diesel TRACTOR A restored example that the vendor states to have a very good engine that starts well and shows good oil pressure. The hydraulics are stated to be in good working order and it is fitted with nearly new 600x16 and 12.4x28 tyres. Offered with V5C
51	1968 DAVID BROWN 3cyl diesel TRACTOR Reg. No. KFL 52G Serial No. 601486 Stated to have been restored over the last 3 years with a new clutch, brake shoes and re-sealed. Showing 6,500 hours and fitted with new 600x16 and 11x28 tyres. Ready for shows and road runs and offered with V5C document
52	1973 LEYLAND 270 4cyl diesel TRACTOR Reg. No. CTA 143L Serial No. 270N/302813/169826 Stated to have been lightly restored only and to be mostly original. New tyres are fitted along with new brakes, front weights and rear wheel weights. Offered with V5C
53	1943 CASE LA 4cyl petrol/paraffin TRACTOR Reg. No. GV 9054 (expired) Serial No. 4711176 Fitted with new tyres all round and offered for sale with an older logbook which may assist in retaining the currently expired registration number
54	FERGUSON TED20 4cyl TRACTOR Serial No TED162906 Fitted with a Ransomes MkV 5gang mower and stated to have just one country estate previous owner. Offered with V5 document

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56	FORDSON E27N 4cyl TRACTOR Stated by the vendor to be an ex Sandringham Estate tractor with just one other owner and to have been restored a few years ago including a block repair. Stated to 'run perfectly' and offered for sale with V5 documentation
57	FORD 3000 Pre-Force TRACTORA good running tractor that's had a lot of work done and needs only minor work to complete. New injection pump, injectors, pistons, rings, recon head, new rad, wiring loom, clutch ass, wings seat etc
58	1973 FORD 4000 3CYL DIESEL TRACTOR Reg. No. HEG 940L Serial No. 919247 Owned by Crowland Parish Council from new and maintained to a high standard all its life, having only been used for light work such as grass cutting. The engine was rebuilt some time ago and has done very little work since. The vendors report that the tractor is always stored under cover.
59	1973 MASSEY FERGUSON 135 3cyl diesel TRACTOR Reg. No. DHR 366L Serial No. 422559 Recently fitted with reconditioned engine, new brakes, linkage and linkage arms, bearings, fuel pump and wheels and tyres etc. V5C available
60	FORDSON Super Dexta 3cylinder diesel TRACTOR Fitted with a roll bar
61	1959 DAVID BROWN 950 4cylinder diesel TRACTOR Reg. No. YSM 583 Serial No. ED440T432 Stated to be a fine example with good paint work and tyres. V5 available
62	1976 DAVID BROWN 996 4cyl diesel TRACTOR Reg. No. RNK 589R Serial No. 11077826 A smart example fitted with a cab and a nearly new mounted Ryetec circular saw. Offered for sale with V5C and older version. PLEASE NOTE THE CLUTCH ON THIS TRACTOR DOES NOT WORK
63	FORD 3000 Force Select-O-Speed diesel TRACTOR Vendor states all gears are working, starts and runs well with rear adjustable wheels and rear linkage
64	FORDSON Super Dexta diesel TRACTORA New Performance example and described as an older restoration. No V5 documentation
65	c1965 FORD 3000 pre-Force 3cyl diesel SKID UNIT Serial No. 6E188An ex sugar beet harvester unit 6 years ago and stated to be running at that time. Dry stored since and fitted with a power steering pump and high capacity hydraulic pump
67	1974 MASSEY FERGUSON 188 Multipower diesel TRACTOR Reg. No. PVE 296N Serial No. PFGH359720 Fitted with a Twose 272 hedgecutter and a Nuffield front weight, offered with V5C
68	1963 FORDSON Super Major 4cyl diesel TRACTOR Reg. No. 319 DNG Serial No. C966645 Stated to be in lovely original condition with good wings and nose cone. Fitted with front wheel weights, new seat, starting and running well. Offered with V5C
69	FORDSON E1A Major 4cyl diesel TRACTOR Serial No. 1857981 Stated to be in fine original condition with new front tyres, starting and running well
70	1930 CASE 18-32 cross mount steel wheeled TRACTOR Further details at time of sale
71	MASSEY FERGUSON 135 diesel TRACTOR Reg. No. TBA Serial No. 462532 With just 2,480 recorded hours on the DL engine this is one of the last produced. Still fitted with its original Goodyear diamond pattern tyres. A straight and original example with V5C recently applied for
72	FORDSON E1A Major diesel TRACTOR Reg. No. RAH 982 (expired) Fitted with front loader and Hesford winch
73	VOLVO BM 620 diesel LOADER Stated to be in good working order and fitted with a bale spike
74	FORD 3000 diesel TRACTOR Showing a recorded 3,600 hours which the vendor believes to be genuine and he describes the 3000 as a very original tractor in excellent condition fitted with a cab and direct from the farm
75	MASSEY FERGUSON 240 2wd TRACTOR Stated to have been recently repainted
76	FORD 3000 diesel TRACTOR Stated to have been in long term ownership and to be an original example in unaltered condition. Fitted with a cab and direct from a small holding showing just 3,700 recorded hours
77	WITHDRAWN 1978 MASSEY FERGUSON 590 4cyl diesel TRACTOR Reg. No. YSO 637T Serial No. SMPGH377975 Stated to be an exceptionally clean ex farm example showing 8,378 hours and in fine condition. Recent work includes new pistons and liners, injectors and injector pump and new 7.5x16 front tyres with good 13.6R36 rear tyres. Offered with V5
78	WITHDRAWN 1962 MASSEY FERGUSON 35X diesel TRACTOR The vendor states that this tractor shows a genuine 4,993 hours and has been in the same ownership for 20 years. In hard to find original condition and complete with V5 documentation
79	WITHDRAWN 1960s FORDSON Dexta Vineyard TRACTOR Serial No. 919621 One of only 500 narrow vineyards produced and in very fine untouched condition and stated to be running well. New 11.2x28 rear tyres and original 5.5x16 Goodyear front tyres
83	1995 MASSEY FERGUSON 390T 4cyl diesel TRACTOR Serial No. 5724D07151 This Highline Plus model is stated to be in very good condition and is equipped with Heva front linkage, 12/12 transmission, left hand reverse and right hand gear lever. The 340/85-38 rear tyres are nearly new whilst the 13.6-24 fronts are 60%, offered for sale with Danish registration documents
84	1989 CASE 1056 XL 4WD 6cyl diesel TRACTOR Serial No. 031017 Fitted with 420/85R38 rear and 13.6R28 front tyres
85	Ford 6610 2WD 4cyl diesel TRACTOR Serial No. BB03181 Further details at the time of sale
86	1975 MASSEY FERGUSON 135 Multi Power diesel TRACTOR A single owner tractor that was purchased new from dealer Mark Wetherheads and used by a private school
90	1978 MASSEY FERGUSON 595 diesel TRACTOR Reg. No. CEX 960T Serial No. H119071 A good straight ex-farm example with PAVT rear wheels
91	FORDSON Super Major 4cyl diesel TRACTOR A part restored example sold as an ongoing project machine
92	FORD 5000 4cyl diesel TRACTOR Serial No. B869905 Repainted in 2018 and fitted with new 420/85R34 rear and 10.00-16 front BKT tyres
93	FORD 3600 3cyl diesel SKID UNIT Serial No. B270106 Showing just 1,807 recorded hours, originally supplied by Sussex Tractors Ltd. For spares or repair
94	MASSEY FERGUSON 203 3cyl diesel WHEELED DIGGER Further details at the time of sale
95	FORD 9NAN 4cyl TRACTOR Fitted with new tyres and stated to run and drive well
96	FORD 4000 diesel TRACTOR Reg. No. GNH 358J (expired)
97	1964 FORDSON Super Major New Performance 4cyl diesel TRACTOR Reg. No. BTL 125B Serial No. 08D953646 Offered for sale with current V5 documentation
98	1954 ALLGAIER A111 diesel TRACTOR Serial No. 111/4964 A good restoration project
100	1965 FORD 4000 pre Force 3cyl diesel TRACTOR Serial No. B814811 Fitted with 38ins rear wheels, rear linkage and drawbar, the engine is stated to have been stripped down in 2016 and fitted with new pistons and rings and is currently in good working order
101	1967 FORD 4000 pre Force 3cyl diesel TRACTOR Reg. No. REU 547E Serial No. 832984 Fitted with 38ins rear wheels, rear linkage and drawbar, presented for sale in ex farm condition and with V5C
102	DEUTZ D30 diesel TRACTOR Serial No. 7477/5165 A good restoration candidate
103	1953 ALLGAIER A122 diesel TRACTOR Serial No. 122/570 A good restoration project
104	1937 AVELING BARFORD Pioneer Type BD diesel ROAD ROLLER Serial No. AC630 Reg. No. AWD 791 Fitted with a canopy frame and offered for sale with handbooks and V5C
105	1974 LEYLAND 255 4cyl diesel TRACTOR Reg. No. OER 384M Serial No. 184057 Offered for sale with V5 documentation
106	1959 NUFFIELD DM4 diesel TRACTOR Reg. No. VCE 793 (expired) Serial No. 4DM787 701L Offered with an old style logbook which may assist in obtaining the original Cambridge registration number
107	1954 FORDSON Major Diesel 4cyl diesel TRACTOR Reg. No. NCE 377 (expired) Serial No. 1313356 Offered for sale with an old style logbook which may assist with obtaining the original Cambridge registration
108	1973 LEYLAND 344 4cyl diesel TRACTOR Reg. No. CRA 499L Serial No. 165140 Currently on a SORN, the vendor has stated that the PTO engagement is temperamental, offered for sale with V5C
109	ALLIS CHALMERS ED40 4cyl diesel TRACTOR An original tractor presented in running order that is stated to have been sold new to a farm in Ashwell, Hertfordshire by dealers H A Collings Ltd of Biggleswade
111	FORD E27N 4cyl TRACTOR Supplied with two used spare tyres and the original buff logbook
112	1959 FORDSON E27N Major 4cyl petrol/paraffin TRACTOR An original example that is stated to be in good working order and to be running well
113	WITHDRAWN
114	1965 FORD 4000 3cyl diesel TRACTOR Ex Darbys of Sutton and stated to be a good runner, offered with logbook
117	1976 DAVID BROWN 1210 4cyl diesel TRACTOR Reg. No. NPP 480P Serial No. 11151264 Offered without documentation, HPI and DVLA checks reveal the registration number to be current for this vehicle
118	FIAT 120C 6cylinder diesel CRAWLER TRACTOR Serial No. 751077 Fitted with cab, heavy duty 3point linkage c/w parts book. A non runner
120	FORDSON Super Dexta diesel TRACTOR In ex-farm condition
121	NUFFIELD diesel TRACTOR For restoration
122	ALLIS CHALMERS Model B petrol/paraffin TRACTOR Fitted with a mid-mounted ridger. A barn find with electric start. V5 documents available
124	INTERNATIONAL B250 4cyl diesel TRACTOR Reg. No. ONV 49 (expired) Stated to have been the subject of a recent restoration
125	MASSEY FERGUSON 35 3cyl diesel TRACTOR Stated to be suitable for spares or a substantial project
126	C1963/4 FORDSON Dexta Special 3cylinder diesel TRACTOR A New Performance tractor has been running and is fitted with linkage, PTO and pickup hitch. An export example with adjustable hitch, an ex-France example

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127	C1960/5 FORDSON Dexta Special 3cylinder diesel TRACTOR A New Performance example with linkage and thought to be an ex-Netherlands tractor with an uncommon bonnet. Stated to have last been running 6 years ago.
128	VOLVO BM 320D diesel TRACTOR Serial No. 9321 For restoration and engine seized
129	1968 ZETOR 5545 4wd diesel TRACTOR Serial No. 11600 A hedgerow find for spares or repair
131	FORD 5000 diesel TRACTOR Serial No. A163030 Showing 5,842 hours on 15.5x38 rear and 7.50x16 front wheels and tyres
132	1996 NEW HOLLAND 6640 SL 4wd TRACTOR one owner tractor with Dual Power, top link, drawbar and V5C available. Showing 5,298 hours
133	FORD 6600 diesel TRACTOR Fitted with floor change, PAS, PUH and front loader
134	1982 MASSEY FERGUSON 675 diesel TRACTOR Reg. No. GTL 33Y Serial No. HB720554 Fitted with a Massey Ferguson 80 front loader, rear linkage and drawbar
135	MASSEY FERGUSON 165 diesel TRACTOR Described by the vendor as being cosmetically restored but not mechanically. The cosmetic works carried out involve new front wheels and tyres, new back outer wheel rims on original rear tyres, new headlights and some new dash gauges but requiring wiring, new front grille, track rod ends on steering, decal set, seat and cushion, mudguards and a full re-spray in 2pack paint. No registration documents are available
150	1960 Bedford J Type diesel pick up lorry Reg. No. 1562 HX Chassis No. 50670 This fine J Type is a factory fit from new 200 diesel example and prior to the current ownership was in a private Northamptonshire collection for 7 years. The owner informs us that the cab and chassis are sound and the J Type is an easy starter hot or cold and a good driver, it will be driven to the sale from its Bedfordshire home. An uncommon diesel variant that is offered for sale with current V5C documentation. Estima
151	1982 1993cc petrol Ford Transit dropside lorry Reg. No. VTV 699Y Chassis No. SFACXBDVCCU59661 A time warp Pinto engined Transit finished in grey with just 19,000 recorded miles which are believed to be absolutely genuine. Fitted from new with a factory Transliner aluminium body with a practically unmarked interior. The vendor tells us that the Transit is fully serviced with a new cambelt, new waterpump, 2 new front tyres, new rear section exhaust and carries a current MOT valid until October 20
152	1955 Albion Clydesdale flat bed Lorry Reg. No. OWW 991 Chassis No. 72309H The Leeds registered Clydesdale is liveried for B Glynn & Sons Timber Merchants of Denaby nr Doncaster, the accompanying buff logbook shows just 2 owners in the Doncaster area between 1955 and 1966. Purchased from a Cheffins sale in 2012 by the current owner and in the intervening years treated to a full brake overhaul and a paintwork touch-up. The vendor has attended many local rallies and shows and states that the Albion
153	1993 Mercedes-Benz U1200 Unimog Reg. No. L901 MBV Serial No. 3271011W178421 This example of Mercedes Unimog is fitted with a tipping body and has three point rear linkage and a PTO.
154	1959 Bedford J5 SWB petrol Tipper Reg. No. N/A A beautifully finished example of the 6cylinder petrol J Type which the vendor tells us was the subject of a full nut and bolt restoration in 2015. Finished in blue over black and liveried for London S.H. Brick Merchants of Neasden the pampered tipper is kept in a climate controlled dry unit and only comes out for show days including the HCVS London to Brighton Rally. Estimate £15,000 -
155	1948 Morris Commercial FV Series 1 6cylinder petrol 10ton flatbed truck Reg no. RVW 630 (expired) Chassis no. FV12/5R Described as being in very original and complete condition, having been barn stored for the last 35 years, the series 1 FV with 'suicide doors' requires a complete restoration or use as a source of hard to find spares. As denoted by the original cab top name board it was previously owned by a farmer/contractor E. Housden from the Saffron Walden area. In the present ownership si
157	1961 3300cc Bedford Type JO pick up Reg. No. 154 UYE Chassis No. JOC61011 This straight 6 petrol JO is stated to be the 10th off the production line and is confirmed by the DVLA as the oldest JO Type in existence. The vendor states that a full body and cab off 'nut and bolt' restoration to the original specification was carried out finishing in 2017 with a 'no expense spared' remit. Certainly it would be difficult to conceive of a more handsome and well presented example that has had a more pamp
158	1999 Volvo FL6/18 Ballast Tractor Reg. No. S393 JNW Chassis No. YV2E4C4A7XB215698 An ex Carlsberg Brewery flatbed that has been converted to a ballast tractor in 2018 and is kitted out with a late 1930s 240v generator in working order. Powered by a straight 6 diesel and with just around 111,000 recorded Kms this is a low mileage example that is ideal for show and rally use. Estimate: Offered without reserve
159	1983 Bedford TK Horsebox Reg. No. A198 DUT Chassis No. SJM3BCOLW106547 This smart outfit is powered by a straight 6 diesel engine and is bodied by G C Smith. The fine wooden body provides accommodation for equines and humans alike with a very period kitchen and sitting/sleeping area. The vendor informs us that water flows and the cooker and fridge are all in working condition via electricity but can also run on gas. Carrying a valid MOT until October 2020, a new one can't be currently issued due
160	1983 1597cc Ford Escort RS1600i Reg. No. A320 VNP Chassis No. WFOBXGCBADY43350 Engine No. DY43350 A black example of the famous 1980s boy racer saloon fitted with front spoiler, spot lamps and a full roll cage. HPI clear and offered for sale with current V5C and supporting paperwork. Vendor states that the water pump is leaking but is supplied with a full MOT Estimate £8,000 - £9,000
161	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. Offered for sale as a restoration project, the Liverpool registration number is now expired and the vehicle is offered for sale without documentation. Estimate: Offered without reserve

## 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 ([www.cheffins.co.uk](http://www.cheffins.co.uk)) and at our offices. All Bidders and Buyers will be deemed to have read and accepted these terms and conditions prior to bidding. Our staff will be happy to help you if there is anything you do not fully understand.

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

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

1.4 The Auctioneers may supplement or supersede these Conditions in whole or part with Special Conditions applicable to a specific sale or Lot which will be announced at the time of sale. No employee or agent of the Auctioneers has any authority to vary these Conditions.

#### 2. Buyers Premium

2.1 All purchases will be subject to the following buyer's premium on Lots sold by auction or by private treaty:

Class 1 items (as defined in 2.4 below): 7% of hammer price

Class 2 items (as defined in 2.4 below): 7% of hammer price

Class 3 items (as defined in 2.4 below): 9% of hammer price

Class 4 items (as defined in 2.4 below): 11% 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

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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 'M' or an 'A'. The only other exception will be in the case of 'zero-rated' or 'exempt' items which will be marked in the catalogue with either a 'Z' or an 'E' and will not attract VAT. Prospective Purchasers should check with the Auctioneers before bidding if they are unsure in to which category any Lot falls. Full details of both the Margin Scheme and the Auctioneers' Margin Scheme can be found on the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk) notices 718, 718/1 and 718/2.

4.2 Purchasers from the European Community countries outside the UK who are registered for VAT or its equivalent in their member state will be required to supply the Auctioneers with their VAT/FISCAL number and a copy of their VAT registration certificate. Once the VAT number and customer details have been checked by the Auctioneers with the Europa website, any standard rated items, together with any Buyer's Premium charged thereon, may be zero rated for UK VAT purposes. The zero rating of items purchased is also subject to the auctioneers receiving valid proof that the items have been removed from the UK and delivered to the Purchaser's address in another EU member state within the required time limits. If acceptable evidence is not received within these time limits, VAT at the standard UK rate will become payable and will not be recoverable by the purchaser. Details of the evidence required and the time limits are available from the 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 Safety at Work Act 1974, Control of Substances Hazardous to Health Regulations 1988 (COSHH) or other current legislation. The buyer undertakes to handle and dispose of correctly, any toxic chemicals and dangerous substances and to indemnify the Auctioneers against any failure to observe these undertakings.

### 6. Bidding

6.1 Bidders at 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

Lot Title/Description

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

Sort Code: 20-17-68

Account Number: 50237698

Swift Code: BARC GB 22

IBAN: GB43 BARC 2017 6850 2376 98

Please quote your buyers number or name as reference

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

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

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

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

this sum or multiple payments totalling £7500.

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

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

working days for a cheque to clear).

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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.

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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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Lot Title/Description

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 Buyersâ€™ 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 Buyerâ€™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 Buyerâ€™s request, Cheffins may assist in arranging shipment of Lots. Otherwise collection of Lots is the Buyerâ€™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 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. Auctioneerâ€™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.

Lot Title/Description

**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 Cheffinsâ€™ 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 Sellersâ€™ attention is specifically drawn to paragraphs 7, 8, and 11 of the â€™Terms of Consignment for Sellersâ€™, which contain specific obligations on Sellers and limitations and exclusions of Cheffinsâ€™ legal liability. These limitations and exclusions are consistent with Cheffinsâ€™ role as Auctioneers.

1.3 The Seller agrees that all lots will be offered for sale in accordance with Cheffinsâ€™ 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 Proceedsâ€™ means the Hammer Price of the Lot sold (as received by Cheffins in full and cleared funds from the Buyer), less Sellerâ€™s Commission, entry fees and any other expenses payable by the Seller to Cheffins in accordance with these Terms of Consignment.

â€™Sellerâ€™s Commissionâ€™ 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. Sellerâ€™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 Sellerâ€™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 Â£40 per Lot

Class 2 items Â£15 per Lot

Class 4 items Â£2.50 per Lot

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Lot Title/Description

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 Auctioneersâ€™ 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€˜mâ€™ or an â€˜aâ€™. The only other exception will be in the case of â€˜zero-ratedâ€™ or â€˜exemptâ€™ items. Full details of the Margin Scheme and the Auctioneersâ€™ Scheme can be found on the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk) notices 718,718/1 and 718/2.

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6.2 VAT will be added to the Sellerâ€™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 Auctioneersâ€™ 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 Sellerâ€™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 Sellerâ€™s Commission and Entry Fees on items sold under the Auctioneersâ€™ 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 Sellerâ€™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 Sellerâ€™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);

Â The Seller is the legal owner of the Lot consigned to Cheffins, or is fully authorised to sell the property by the legal owner of it;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 Cheffinsâ€™ 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 â€˜incompleteâ€™.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 â€˜write offâ€™ 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 Sellerâ€™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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Lot Title/Description

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

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### 9. Valuation Estimates and Descriptions

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9.1 Any valuation estimates given by Cheffins are honestly held opinions and are only an indication of the price a Lot may achieve at the sale. The price achieved may be higher or lower and the Seller may not rely on Cheffins's estimates. Estimates may be revised at any time prior to sale at Cheffins's sole discretion.

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

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9.3 Subject to the limitations and exclusions set out in these Terms of Consignment, Cheffins exercises reasonable care in compiling descriptions of Lots and any other related reports, consistent with its role as Auctioneers.

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

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

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### 10. Illustrations

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

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

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### 11. Limitation of Liability and Exclusions

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

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

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11.3 Unless otherwise agreed by the Auctioneers in writing, Cheffins total Liability in respect of any breach of these conditions of sale, or breach of duty, negligence or otherwise ("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's consent. Reserves must be reasonable and Cheffins may decline to offer goods which, in its opinion, would be subject to an unreasonably high reserve.

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Lot Title/Description

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 Â£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.

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

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

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14.5 Following the sale of any tractors, vehicles or other self-propelled machinery, where the Seller has stated 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.

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### 15. Loss and Damage of Property

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

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15.2 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of personal injury to or death of any person arising out of or in the course of or caused by the sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

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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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Lot Title/Description

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

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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's™ 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:

Lot Title/Description

**â€Auctioneer** means Cheffins or its authorised auctioneer, as appropriate.

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

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

**â€Entry 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.

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

**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 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.

**â€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.

**â€Seller** means the legal owner of the Lot offering it for sale, including their agents, executors or personal representatives.

**â€Seller's Commission** means the commission payable by the Seller to Cheffins in relation to the sale of a Lot which is consigned by the Seller. Such commission is payable at the date of the sale together with any applicable VAT at the rates set out in the Terms of Consignment for Sellers (or as may otherwise be updated or agreed with Cheffins).

**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** means the minimum price fixed by either the Auctioneers or the Seller (or his agent) at which Lots are to be sold for at the sale.

The singular includes the plural and vice versa as appropriate.

## 2. Inspection of Lots

All Lots are sold "as seen" with all faults and errors of description. Purchasers should satisfy themselves prior to the sale as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. No warranty is given by the Auctioneers, their servants or agents or by any Seller to any Buyer in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

## 3. Bidding

3.1 Bidders are required to register their details before bidding and to supply any information or references required by Cheffins before the auction in which they intend to bid or before Cheffins will accept any other form of bid, whether by commission, telephone or otherwise. Proof of the Bidder's identification (photo identification and proof of current address) will be required at the time of registration.

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

3.3 Bidders shall be deemed to act as principals and require Cheffins' written consent at the time of Bidder registration to bid as agent for another party. Bidders are personally liable for their bid and jointly and severally liable with their principal if bidding as agent (whether or not Cheffins has consented to the Bidder acting as agent).

3.4 Lots will only be invoiced to the name and address of the Bidder on the Bidder registration form and cannot be transferred to another name and address. Cheffins can only accept payment for the Lot from the registered Bidder.

3.5 The Auctioneers and/or the Seller reserve the right to fix a Reserve Price for any Lot and to withdraw that Lot in the event that the highest acceptable bid does not meet with the reserve. Some Lots will therefore be offered subject to a Reserve Price agreed between Cheffins and the Seller. The Reserve Price shall be no higher than the low pre-sale estimate, if given, of the Lot at the time of the auction.

3.6 Cheffins expressly reserves the right to bid on behalf of the Seller up to the amount of any reserve. The Auctioneer has the discretion to refuse any bid from any Bidder without giving any reason, and to withdraw or re-offer any Lot if the Auctioneer believes there has been an error or dispute. Any dispute about a bid shall be settled at the Auctioneer's absolute discretion, the Auctioneer acting reasonably at all times.

3.7 The Seller may bid for any Lot 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:

Range Increment

â€0 - â€200 â€10

â€200 - â€500 â€20

â€500 - â€1000 â€50

â€1000 - â€2000 â€100

â€2000 - â€5000 â€200

Lot Title/Description

£5000 - £10000

£10000 - £20000

Cheffins is not bound to implement any of the above increments

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

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

3.11 Cheffins's knowledge in relation to any Lot is dependent on information provided by the Seller of the Lot. Cheffins is not able to and does not carry out exhaustive due diligence on each Lot. Bidders acknowledge this fact and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lots on which they bid.

3.12 Each Lot offered for sale at Cheffins is available for inspection by Bidders prior to the auction. Cheffins accepts bids by any means on the basis that Bidders (and/or independent advisors acting on the Bidder's behalf) have fully inspected the Lot prior to bidding and have satisfied themselves prior to bidding as to both the condition of the Lot and the accuracy of its description. All Lots are offered for sale in the condition they are in at the time of auction.

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

3.14 Subject to the conditions in paragraphs 3.11, 3.12 and 3.13 above, Cheffins exercises reasonable care when making statements of opinion consistent with its role as auctioneers on the basis of information provided by the Seller and the generally accepted opinions of relevant experts (at the time any such expert expressly states such opinion). Cheffins is in no way required to seek the opinion of any expert outside Cheffins.

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

#### 4. Other Types of Bids

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

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

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

#### 5. Value Added Tax

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

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

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

#### 6. Payment

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

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

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

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

6.5 Title in a purchased Lot will not pass to the buyer until Cheffins has received the Purchase Price of the Lot in full and cleared funds. Cheffins will not release any Lot to the Buyer for collection until payment of the Purchase Price and any additional charges to the Buyer (as set out in clause 6.6) is received.

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

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

#### 7. Remedies for Non Payment

7.1 If any Lot is not paid for in full and collected in accordance with these Conditions or if there is any other breach of these Conditions, Cheffins, as agent for the Seller and on its own behalf, shall, at its absolute discretion and without prejudice to any other rights Cheffins or the Seller may have, be entitled to exercise one or more of the following rights and remedies: To commence legal proceedings against the Buyer to recover the Purchase Price and any related expenses for that Lot, together with any interest and costs of such proceedings on a full indemnity basis. To cancel the sale of that Lot and/or any other Lots sold by Cheffins to the Buyer. To resell the Lot (by auction or private treaty) with reserves at Cheffins's sole discretion. The Buyer shall be responsible for payment of any

Lot Title/Description

resulting shortfall in the total amount due (after crediting any part payment and adding any resale costs). To remove, store and insure the Lot at the Buyer's sole risk and expense and, in the case of storage, either at Cheffins's premises or elsewhere. As provided by the Late Payment of Commercial Debts (Interest) Act 1998, the Auctioneers reserve the right to charge the Buyer(s) interest at a rate of 8% above the prevailing base rate set at the time by the Bank of England for any unpaid account or part thereof. To retain the Lot or any other Lot sold to the Buyer until the Buyer pays the total amount due and to exercise a lien over any of the Buyer's property in Cheffins's possession for any purpose until the debt is satisfied. To reject or ignore bids from the Buyer or Buyer's agent at future auctions or to impose conditions before any such bids shall be accepted. To apply any proceeds of sale of other Lots due or, in the future, becoming due to the Buyer towards the settlement of the total amount due. To release the name and address of the Buyer to the Seller to enable the Seller to commence legal proceedings to recover the amounts due and legal costs. Cheffins will take reasonable measures to notify the Buyer prior to releasing such details to the Seller. A

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's 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's 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's liability in respect of any fraudulent misrepresentation made by Cheffins or the Seller.

#### **10. Deliberate Forgeries**

10.1 Notwithstanding the Conditions in paragraph 9, any Lot which proves to be a Deliberate Forgery (as defined in paragraph 1) may be returned to Cheffins by the Buyer within 14 days of the relevant auction, provided it is in the same condition as when bought, and is accompanied by particulars identifying it from the relevant catalogue description. If Cheffins is satisfied at its sole discretion that the above criteria have been met and that the Lot is a Deliberate Forgery, the sale will be cancelled and Cheffins shall refund the money paid by the Buyer for the Lot including any Buyer's Premium.

10.2 If the Buyer is not personally able to transfer a good and marketable title to Cheffins, then the Buyer shall have no rights under this paragraph 10. The right of return provided by this paragraph 10 is additional to any right or remedy provided by law or by these Conditions of Sale.

10.3 Cheffins may require the Buyer to obtain at the Buyer's expense the reports of up to two independent and recognised experts in the field, mutually acceptable to Cheffins and to the Buyer. Cheffins shall not be bound by any reports produced by the Buyer, and reserves the right to seek additional expert advice at its own expense.

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

#### **11. Export and Licensing**

It is the Buyer's sole responsibility to identify and obtain any necessary licences for a Lot, including but not limited to export and import. Cheffins and the Seller make no representations or 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**

Lot Title/Description

12.1 Any person entering a Sale Site does so entirely at their own risk. No person shall have any claim against the Auctioneers, their agents or employees for any injuries sustained nor for any damages to or loss of property which may occur from any cause whatsoever.

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

12.3 The Auctioneers reserve the right to refuse admission to any person or entry of any Lot(s) into a sale without giving reason.

12.4 Anyone attending who damages a Lot, whether intentionally or negligently, will be held liable for all resulting damage and will pay or reimburse the Auctioneers in full to rectify the same.

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

### 13. Data Protection

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

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

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

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

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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's™ 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, ^ 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 "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.uk](mailto:privacy@cheffins.co.uk)

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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's™ 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.

Lot Title/Description

**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's 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's 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.