

Lot Title/Description

1	Large qty aluminium tower scaffolding to include 83no. double width and 36no. single with plain and ladder sections, 18no. trap platforms, 10no. plain platforms, 30no. outriggers, 88no. horizontal braces, 86no. diagonal braces, 58no. legs and casters, 4no. full toe board sets, together with various ends in single and double width. 6ft tower parts to include 2no. trap platforms, 1no. plain platform, 16no. horizontal braces, 11no. diagonal braces and 2no. toe board sets
2	Hyster H250XL triple fixed mast gas forklift fitted with sideshift on solid rubber tyres Serial No. C177B1125N Hours: 6,180 To be retained until 4pm Friday 20th November 2020 for loading purposes
3	Ifor Williams GH94 tandem axle plant trailer Serial No.710527333
4	Forklift tine mounted tip skip
5	2002 Western Bulker 2700litre bunded fuel tank fitted with pump, hose and nozzle Serial No. 11869
6	Lyte TRL 230 extending aluminium roof ladder, overall 4.64m and closed 2.94m
7	Lyte TRL 230 extending aluminium roof ladder, overall 4.64m and closed 2.94m
8	2no. aluminium roof ladders, 14 and 17-rung
9	Aluminium triple extending ladder
10	4no. aluminium step ladders
11	Aluminium triple extending ladder
12	Aluminium triple extending ladder
13	2009 Belle BMD01 4wheel petrol pedestrian mini dumper Serial No. BMD01143419
14	Muck-Truck 365kg 4wheel petrol pedestrian mini dumper
15	Karcher Professional HDS 7/104m hot/cold diesel pressure washer
16	2017 Karcher Professional HDS 6/12C hot/cold diesel pressure washer
17	2019 Karcher Professional HDS 6/12c hot/cold diesel pressure washer
18	Ridgid 300-A mobile pipe threader
19	Ridgid 1233 pipe threader unit on mobile trolley
20	2015 Genie Superlift Advantage SLA-10 hoist on caster wheelbase
21	2015 Genie Superlift Advantage SLA-10 hoist on caster wheelbase
22	2015 Genie Superlift Advantage SLA-10 hoist on caster wheelbase
23	2015 Genie Superlift Advantage SLA-10 hoist on caster wheel base
24	Forklift tine mounted inspection cage
25	Forklift tine mounted inspection cage
26	Stephill 6.5kva 200amp generator/welder with Honda GX390 14hp petrol engine Serial No. 305988
27	Stephill 6.5kva 200amp generator/welder with Honda petrol engine Serial No.
28	Stephill 6.5kva 200amp generator/welder with Honda petrol engine Serial No. 305381
29	Sureweld Monomig 181 mobile welder, complete with SIP Turboweld 8 arc welder unit
30	Mobile water pump with Honda GX120 petrol engine
31	Mobile water pump with Honda GX120 petrol engine
32	Qty drainage rods
33	Clipper 14ins floor saw with Honda petrol engine
34	Clipper 14ins floor saw with Honda petrol engine
35	Clipper 14ins floor saw with Honda petrol engine
36	VonArx FR200 floor planer with Honda petrol engine
37	Errut PRM1274 floor grinder with Honda petrol engine
38	Belle 18ins CFS 450mm floor saw with Honda petrol engine
39	Belle 18ins CFS 450mm floor saw with Honda petrol engine
40	Belle 18ins CFS 450mm floor saw with Honda petrol engine
41	Belle 18ins CFS 450mm floor saw with Honda petrol engine
42	Errut pneumatic floor saw
43	Stephill 6kva mobile silent generator Hours: 1,775
44	3no. Master DH731 dehumidifiers
45	Ebac dehumidifier unit
46	Ebac BD150 dehumidifier unit
47	Ebac BD150 dehumidifier unit
48	Ebac BD150 dehumidifier unit
49	Tripower Pri-Air 150 dehumidifier
50	Thermecon T-1600 dehumidifier
51	Heavy-duty 1000kg pallet truck on pneumatic tyres
52	Probst handling and laying block 2wheel trolley
53	Clipper mobile circular wood saw bench with Honda 5.5 petrol engine
54	11no. fluorescent work lights and a qty of fluorescent tubes
55	13no. halogen freestanding work lights
56	10no. fluorescent strip lights and 7no. fluorescent strip lights with stands
57	Buzzer 2000kg pallet truck
58	Pioneer 2000kg pallet truck
59	Buzzer 2000kg pallet truck
60	Buzzer 2000kg pallet truck
61	Manual block cutter
62	Manual block cutter
63	Manual block cutter
64	Manual block cutter
65	Manual block cutter (red)
66	Broughton MCB 230 mobile air conditioning unit and ConVair air conditioning unit
67	7no. Rowenta CA250 air conditioning units
68	4no. Rowenta Compact Line 2200 air conditioning units
69	2no. Patton and 1no. Cumatik fan units (3)
70	2019 Belle Minimix 150 electric cement mixer, single phase
71	2019 Belle Minimix 150 electric cement mixer, single phase
72	2014 Belle Minimix 150 petrol cement mixer
73	2014 Belle Minimix 150 petrol cement mixer
74	2011 Belle Minimix 150 petrol cement mixer
75	2003 Belle Minimix 150 electric cement mixer, single mixer
76	1998 Belle Mini 140 electric cement mixer, single phase
77	2003 Belle Minimix 150 electric cement mixer, single phase
78	2003 Belle Minimix 150 electric cement mixer, single phase
79	2003 Belle Minimix 150 electric cement mixer, single phase

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80	1996 Belle Mini 140 electric cement mixer, single phase
81	2003 Belle Minimix electric cement mixer, single phase
82	1999 Belle Minimix 150 electric cement mixer, single phase
83	2no. Andrew G260 gas fired space heaters
84	2no. Andrew G260 gas fired space heaters
85	2no. Andrew G260 gas fired space heaters
86	2no. Andrew G260 gas fired space heaters
87	2no. Andrew G260 gas fired space heaters
88	2no. Andrew G260 gas fired space heaters
89	2no. Andrew G260 gas fired space heaters
90	2no. Andrew gas fired space heaters
91	2no. Andrew G100DV gas fired space heaters
92	2no. Andrew G100DV gas fired space heaters
93	2no. Andrew G100DV gas fired space heaters
94	2no. Andrew G100DV gas fired space heaters
95	3no. Andrew G100DV gas fired space heaters
96	2no. Andrew G80DV gas fired space heaters
97	2no. Andrew G80DV gas fired space heaters
98	2no. AVT Elite Heat 3000watt mobile electric heaters
99	2no. Super Red 3000watt mobile electric heaters
100	2no. Super Red 3000watt mobile electric heaters
101	2no. Super Red 3000watt mobile electric heaters
102	2no. Super Red 3000watt mobile electric heaters
103	2no. Super Red 3000watt mobile electric heaters
104	2no. Super Red 3000watt mobile electric heaters
105	2no. AVT Elite Heat 3000watt mobile electric heaters
106	2no. AVT Elite Heat 3000watt mobile electric heaters
107	2no. HSC Elite Heat 2800watt mobile electric heaters
108	2no. HSC Elite Heat 2800watt mobile electric heaters
109	Thermal Tempest mobile electric heater and Birchwood Heatwave mobile electric heater
110	2no. Bosch gas fired heaters
111	2no. Bosch gas fired heaters
112	2no. Bosch gas fired heaters
113	2no. Bosch gas fired heaters and Superser gas fired heater
114	2no. shovels and a post hole digger etc.
115	Big Blue concrete float and detachable handles
116	Big Blue concrete float and detachable handles
117	Big Blue concrete float and detachable handles
118	Cobra petrol mower complete with collector and B & S engine
119	Cobra petrol mower complete with collector and B & S engine
120	Honda petrol mower complete with collector
121	Atlas Copco LP9-20P hydraulic breaker pack compete with breaker gun
122	Atlas LP9-20P hydraulic breaker pack compete with breaker gun
123	Atlas LP9-20P hydraulic breaker pack compete with breaker gun
124	Stanley hydraulic breaker pack, no gun
125	Belle Midi 20-140 hydraulic breaker pack, no gun
126	Stihl FS130 petrol strimmer and harness
127	Stihl FS130 petrol strimmer and harness
128	Stihl FS130 petrol strimmer and harness
129	Stihl FS130 petrol strimmer and harness
130	Stihl FS130 petrol strimmer and harness
131	Qty strimmer heads and spares
132	Tom Kat V2 cat scanner
133	Tom Kat V2 cat scanner
134	Mobile engine hoist
135	Hydraulic auger assembly and augers to fit 3-5t mini digger
136	Clare A255 electrical tester
137	Voltage tester
138	Makita BHX2500 2stroke leaf blower
139	Efco TR1551 petrol post hole borer complete with 6ins and 8ins auger
140	Stihl BT130 petrol post hole borer complete with 6ins and 8ins auger
141	2017 Camon LS42 petrol lawn scarifier
142	Camon C8 8hp petrol garden rotavator
143	Camon C8 8hp petrol garden rotavator
144	Benazzi petrol garden rotavator
145	Camon 2000 petrol garden rotavator
146	Benazzi petrol garden rotavator
147	GardenMaster GMLSF lawn scarifier complete with Honda 5.5hp petrol engine
148	Ryobi 10kva site transformers
149	Ryobi 10kva site transformers
150	2018 Belle RTX 60H 2305 petrol trench compactor
151	2no. plastic water filled garden rollers
152	Honda 4.0hp petrol generator
153	Honda 4.0hp petrol generator
154	Honda 5.5hp petrol generator
155	Honda 4.0hp petrol generator with concrete poker
156	Honda 5.5hp petrol generator
157	2019 Stihl TS410 petrol disc cutter
158	2019 Stihl TS410 petrol disc cutter
159	2019 Stihl TS410 petrol disc cutter
160	Stihl S400 petrol disc cutter
161	Stihl S400 petrol disc cutter

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162	Stihl HS45 petrol hedgecutter
163	Stihl HS45 petrol hedgecutter
164	2no. Tyrolean manual pebble render applicators
165	Honda 5.5hp petrol concrete poker unit with vibrating head
166	Honda 5.5hp petrol concrete poker unit with vibrating head
167	Honda 5.5hp petrol concrete poker unit with vibrating head
168	Honda petrol concrete poker unit with vibrating head
169	Honda petrol concrete poker unit with vibrating head
170	Honda petrol concrete poker unit with vibrating head
171	Honda 5.5hp petrol concrete poker unit with vibrating head
172	Robin EY20 petrol concrete poker unit with vibrating head
173	4no. pneumatic needle guns and 2no. pneumatic floor scabblers (single and 3-head)
174	2no. pneumatic airline lubricators
175	Bosch GRW11E electric paddle mixer
176	Bosch GRW11E electric paddle mixer
177	2no. Elite 300 fume extractors
178	2no. Elite 300 fume extractors
179	Hitachi HV-14 355mm chop saw
180	Corebore CB-M-2 drilling rig
181	Husqvarna DMS 240 drilling rig
182	Qty Corebore attachments
183	2016 Camon TC07 petrol turf cutter
184	2016 Camon TC07 petrol turf cutter
185	Cobra petrol pressure washer complete with hose and nozzle
186	Cobra petrol pressure washer complete with hose and nozzle
187	Cobra petrol pressure washer complete with hose and nozzle
188	Cobra petrol pressure washer complete with hose and nozzle
189	VPB petrol 300mm compaction plate
190	VPB petrol 300mm compaction plate
191	VPB petrol 300mm compaction plate
192	VPB petrol 300mm compaction plate
193	VPB petrol 300mm compaction plate
194	Mitabo KGS 255plus Mitre saw
195	Makita 5903R circular saw
196	Makita 5903R circular saw
197	Makita 5903R circular saw
198	Probst BVZ kerb lifter
199	2no. sash clamps 48ins
200	Vitrex 720w tile and brick cutter
201	Earlix LMB steam wallpaper stripper
202	Earlix LMB steam wallpaper stripper
203	Makita SG1250 wall chaser
204	Makita SG1250 wall chaser
205	Makita SG1250 wall chaser
206	Makita 3612C plunge router
207	DeWalt DW625E plunge router
208	Karlon KDT 184 door trimmer
209	Powernail hand operated wooden floor nail gun
210	Numatic WV450 industrial vacuum
211	Numatic WVD900 industrial vacuum
212	Industrial vacuum
213	Industrial vacuum
214	Industrial vacuum
215	George and Henry vacuums
216	Karcher Professional Puzzi 10/1 carpet cleaner and tool
217	Karcher Professional Puzzi 10/1 carpet cleaner and hand tool
218	Ryobi palm sander, Bosch jigsaw and Hitachi reciprocating saw
219	Makita reciprocating saw, Bosch jigsaw and Makita belt sander
220	AEG jigsaw, Bosch belt sander, Makita screw gun and Makita reciprocating saw
221	Bosch GBH 4-32 breaker (2) and Makita screw gun
222	Bosch GBH 4-32 breaker and Bosch cordless drill
223	Bosch GSB 1600E drill, Makita heat gun and Makita screw gun
224	Bosch SDS drill, GSB drill and GBH 2 SR drill
225	Bosch GBH 7-45E breaker, GBH 2-20 drill and GEX 150 AC circular sander
226	Bosch GBH 2-20 SRE drill and Bosch GEX 150AC circular sander
227	Bosch GEX 150AC circular sander, GBH 2-20 SRE drill, Makita angle drill and worktop fitting
228	Makita hammer drill/breaker
229	DeWalt breaker gun
230	Makita breaker gun
231	DeWalt breaker gun
232	DeWalt 110v drill
233	Makita 110v breaker/drill gun
234	Bosch 110v drill
235	Bosch GBH 7DE breaker/drill
236	Bosch GBH 7DE drill
237	Bosch GBH 7-45 DE drill/breaker
238	Rothenberger Supertronic 2000 pipe threader
239	Rothenberger Supertronic 2000 pipe threader
240	Paslode Impulse IM360 battery nail gun
241	Paslode Im 350/90CT battery nail gun
242	Rotabest Max 38 Plus magnetic drill
243	Rotabest Max 38 Plus magnetic drill

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244	Rotabest magnetic drill
245	Landert-Motoren-Ag bar cutter
246	Dewalt, Bosch and Makita 9ins circular grinders
247	Metabo, DeWalt and Bosch 9ins circular grinders
248	Selection of power tools to include grinders, nibblers and sanders various makes
249	Tsurumi submersible pump and hose
250	Tsurumi submersible pump and hose
251	Tsurumi submersible pump and hose
252	Tsurumi submersible pump and hose
253	Submersible pump and hose
254	Submersible pump and hose
255	Sundry lay flat water hose
256	2no. Tornado EXP 88 nail guns
257	2no. Tornado EXP 88 nail guns
258	2no. Hilti DX450 nail guns
259	2no. Tornado EXP88 nail guns
260	3no. various transformers
261	2no. various transformers
262	2no. various transformers
263	2no. various transformers
264	2no. various transformers
265	2no. various transformers
266	Hiretech HT8-1 floor sander
267	Hiretech HT8-1 floor sander
268	Hiretech HT rotary disc edging sander
269	Bosch GSH 27VC breaker
270	Bosch GSH 27VC breaker and trolley
271	Qty electrical extension cable
272	2no. extension cable reels
273	Qty office furniture to include desk, boardroom table and 4no. 4-drawer filing cabinets

#### **CONDITIONS OF BUSINESS (ON-LINE)**

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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 a buyer's premium as stated in the foreword or special conditions on all Lots sold by auction or by private treaty:

The Buyer's Premium will be subject to a minimum charge of £2.50 plus VAT per Lot and to the Conditions below.

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

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

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

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

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

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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-arranged viewings. Accordingly, the Auctioneers accept bids from potential Buyers on the basis that the Buyers (or their advisors) have fully inspected the Lot prior to bidding and have satisfied themselves prior to bidding in relation to the condition and accuracy of the description of the Lot.

The nature of the Lots sold at Auction is such that they will rarely be in perfect condition and are likely, due to their nature and age, to show signs of wear and tear, damage, or other imperfections, restoration or repair. Any reference to condition by the Cheffins will not amount to a full description of condition. Photographs included in Cheffins' sale catalogues or on the website, are not representative of the condition of any Lot.

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

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

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

## 6. Bidding

6.1 Bidders are required to register on Cheffins on-line bidding platform and will be required to pay a deposit, the amount of which will be stated in the specific conditions of sale or foreword. Lots will only be invoiced to the name and address on the Purchasers Registration Form and cannot be transferred to another name and address. Cheffins can only accept payment from the registered Bidder.

6.2 Commission Bids may be left online by a Bidder indicating the maximum amount to be bid (excluding VAT and Buyers Premium and any other charges which may apply). Subject to the reserve price of the Lot and any other bids received, the sale may be concluded for less than the maximum bid. The Bidder will not have any claim against the Auctioneers or their employees if for any reason the commission bid is not executed. If two bidders submit identical bids, the first bid received has priority.

6.3 A deposit of between £250 and £2500 (variable dependent on sale type) will be required via their debit card prior to bidding

The Auctioneers reserve the right to refuse the registration of a bidder entirely at their discretion.

## 7. Payment

7.1. All Lots purchased through the on-line bidding platform must be paid for by the purchaser within one week of the end of the sale

7.2 We accept the following methods of payment:

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

• Sort Code: 20-17-68

• Account Number: 50237698

• Swift Code: BARC GB 22

• IBAN: GB43 BARC 2017 6850 2376 98

• Please quote your buyers number or name as reference

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

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

working days for a cheque to clear).

Debit Cards- Payments can be made in person at the Machinery Saleground office or over the telephone.

7.3 Sold Lots can only be released to the Buyer on Cheffins' receipt of payment in full and cleared funds of the invoice total.

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

7.5 If an account remains unpaid and legal action is taken by the Auctioneers in order to obtain payment, the Auctioneers reserve the right to demand in full from the Buyer, all legal, professional and associated costs resulting from such action.

#### 8. Export of Goods

8.1 Any Lot purchased at Auction may be subject to export restrictions or may require a licence for export out of the United Kingdom, for example depending on the age and value of the Lot or if the Lot contains organic or endangered materials that are restricted from export (Please refer to 5.3 above).

8.2 The Buyer is responsible for obtaining any licences which may be required (including any licence that may be required for import onto the destination country). The delay or denial of any such licence will not be grounds for the Buyer to cancel any purchase.

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

#### 9. Collection and Storage

9.1 Please note that all Lots must be paid for in accordance with Clause 7 above. Lots cannot be released until payment (including Buyer's Premium and VAT where applicable) has been received by the Auctioneers in full and cleared funds for all items purchased. Any delay of payment may result in the Buyer incurring storage charges.

9.2 Collection of Lots is the Buyer's sole responsibility. Buyers will be required to produce proof of identity on collection of the Lot.

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

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

#### 10. Inspection of Goods

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

#### 11. Insurance

The Auctioneers are unable to provide insurance on any Lot in the sale. The Purchaser is responsible for insuring any item with effect from the time the item is successfully purchased on-line

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

12.1 The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or

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other authorisation necessary before such vehicle or trailer can be used on the road.

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

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

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

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### 14. Agency

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

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## CONDITIONS OF BUSINESS

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### 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:

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

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

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

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

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

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

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

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

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

“**Purchase Price**” means the Hammer Price in respect of the Lot sold, together with any Buyer's Premium, VAT chargeable and any additional charges payable by a Buyer in accordance with these Conditions of Business.

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

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

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

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

The singular includes the plural and vice versa as appropriate.

#### 2. Inspection of Lots

All Lots are sold “as seen” with all faults and errors of description. Purchasers should satisfy themselves prior to the sale as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot.

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

#### 3. Bidding

3.1 Bidders are required to register their details before bidding and to supply any information or references required by Cheffins before the auction in which they intend to bid or before Cheffins will

Lot Title/Description

accept any other form of bid, whether by commission, telephone or otherwise. Proof of the Bidder's identification (photo identification and proof of current address) will be required at the time of registration.

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

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

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

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

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

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

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

Range    Increment

£0 - £200    £10

£200 - £500    £20

£500 - £1000    £50

£1000 - £2000    £100

£2000 - £5000    £200

£5000 - £10000    £500

£10000 - £20000    £1000

Cheffins is not bound to implement any of the above increments

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

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

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

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

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

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

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

#### 4. Other Types of Bids

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

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

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

#### 5. Value Added Tax

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



Lot	Title/Description
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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' sole discretion. The Buyer shall be responsible for payment of any resulting shortfall in the total amount due (after crediting any part payment and adding any resale costs). To remove, store and insure the Lot at the Buyer's sole risk and expense and, in the case of storage, either at Cheffins' premises or elsewhere. As provided by the Late Payment of Commercial Debts (Interest) Act 1998, the Auctioneers reserve the right to charge the Buyer(s) interest at a rate of 8% above the prevailing base rate set at the time by the Bank of England for any unpaid account or part thereof. To retain the Lot or any other Lot sold to the Buyer until the Buyer pays the total amount due and to exercise a lien over any of the Buyer's property in Cheffins' possession for any purpose until the debt is satisfied. To reject or ignore bids from the Buyer or Buyer's agent at future auctions or to impose conditions before any such bids shall be accepted. To apply any proceeds of sale of other Lots due or, in the future, becoming due to the Buyer towards the settlement of the total amount due. To release the name and address of the Buyer to the Seller to enable the Seller to commence legal proceedings to recover the amounts due and legal costs. Cheffins will take reasonable measures to notify the Buyer 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 the following Sale, and Lots which the Auctioneers have requested the Seller to collect, must be cleared from the Saleground within 14 days of the Sale in which they were last entered or within 14 days of such request from the Auctioneers to collect the Lots unless the Auctioneers expressly agree otherwise.

8.3 Subject to Clause 8.4 below, if the Buyer pays the Purchase Price and any related expenses but fails to collect the purchased Lot(s) within 10 days following the date of the relevant auction, the Lot(s) will be stored at the Buyer's expense and risk at Cheffins or with a third party.

8.4 Any Lot(s) which, without the express written consent of the Auctioneers, has not been collected within 6 calendar months from the day on which it was sold or last offered for sale will be deemed to be abandoned and the Auctioneers will be entitled to dispose of such abandoned Lot(s) at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the Auctioneers.

8.5 The Buyer shall at their own risk and expense collect any Lots for which the Buyer has paid in full from Cheffins' premises not later than 14 days following the date of the relevant auction or later with the express written consent from the Auctioneers.

8.6 The Buyer shall be required to show proof of purchase and identification prior to the Lot being released. Any packers or shippers acting on the Buyer's behalf will require written authorisation by the Buyer before Cheffins will release any purchased Lot to them.

8.7 All packing and handling of Lots will be at the Buyer's sole risk. Cheffins will not be responsible for any acts or omissions of third party packers or shippers.

## 9. Warranties and Limitation of Warranty

9.1 The Seller warrants to the Bidder that it is the legal owner of the property consigned for sale, or is properly authorised by the legal owner to consign it for sale, and is able to transfer good and marketable title to the property free from any third party claims.

Lot	Title/Description
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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

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 in connection with the business carried out by Cheffins, including for the provision of auction related services, client administration, marketing, the supply of client services, or as required by law, and may be disclosed to third parties for the purpose of fulfilling its obligations under these Conditions of Business. Such information may include the client's name and contact details, proof of identity, and financial information and may be defined by law as sensitive information.

13.2 Clients agree that Cheffins may use their information for the purposes stated in clause 13.1. Cheffins will not use sensitive information for any other purpose without the client's express consent.

13.3 Some countries do not offer equivalent legal protection of personal information to that offered within the European Union. In fulfilling its obligations under these Conditions of Business, Cheffins may disclose personal information to third parties in countries without equivalent protections. Cheffins requires that any such third parties respect the privacy and confidentiality of its clients' information and provide the same level of protection for clients' information as provided within the European Union, wherever the third party may be located. By consenting to these Conditions of Business, clients agree to such disclosure.

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

#### 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.

#### 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

Lot Title/Description

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.

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