

Lot Title/Description

1820	1989 998cc Austin Rover Metro 1.0L Reg. No. F560 TPK Chassis No. SAXXFMWB1BD38693 A rare survivor with just 21,000 recorded miles which the vendor states as being completely genuine. The body is described as being totally original and unwelded having had a recent wax oil treatment. Offered for sale with current V5C and MOT valid until September 2018 Estimate £1,000 - £1,500
1821	1976 3500cc Land/Range Rover 'Rogered Rover' Reg. No. NCF 888R Chassis No. 35526116D This petrol/LPG 100ins V8 coil sprung Land Rover has been built on a 1976 Range Rover chassis and running gear fitted with the shorter 101 4 speed gearbox allowing the V8 engine to sit well back and retain the recessed radiator. The 8 year build has covered every aspect of the vehicle and is well recorded on www.olrg.org.uk The bodywork was rebuilt using a 1997 Defender bulkhead and dash the rest being mainly Se
1822	1979 2286cc Land Rover Series 3 88ins Reg. No. DMR 322V Chassis No. LBAAH1AA115890 With just 3 former keepers this Series 3 appears to be in very original and unrestored order, the vendor states that the recorded 65,000 miles are genuine and it's still in regular and frequent use. Offered for sale with V5C documentation and current MOT valid until May 2018. Estimate £3,500 - £4,000
1823	1947 Fordson E83W Pattison Groundsmans Tractor Reg. No. N/A Chassis No. PF.5650 The vendor of this very well presented Pattison informs us that it was sold new to the Co-Op Sportsground in Syon Lane, Brentford, Middlesex. Stated to have been fully restored in 1992 the 4 cylinder petrol engined groundsmans vehicle has been shown at various rallies and will make a fine addition to any collection Estimate £3,000 - £4,000
1824	1924 Ford Model T Flat Bed Truck Reg. No. Applied For Engine No. 7864777 This attractive Model T still bears some original lettering to the drivers door 'Wood and Trucking'. The vendor informs us that recent work has included fitting 4 new tyres, new front and rear oil seals, new fuel tank, fuel line and tap. The exhaust and silencer are also new as are the rear brake shoes, transmission bands and wiring loom. The cab has had a new roof, windscreen, side windows and straps and the seats have new
1825	1976 Foden 4x2 Heavy Breakdown Truck Reg. No. PGR 362P Chassis No. 92870 Powered by a Gardner 6LXB engine driving through the Foden 12 speed gearbox this unique lorry has just been fitted with a new starter and has good batteries, the vendor states that it starts and runs perfectly and everything works as it should including the air wipers, beacons, lights, splitter gears. The powerful winches are fitted with new 9 ton ropes and the massively strong arm to the rear is for lifting the huge sp
1826	1971 AEC Militant Mk3 6x6 Recovery Vehicle Reg. No. FYA 22J Chassis No. 0870187 Fitted with a Scammell winch and a Thorneycroft telescopic crane the Militant has been used in recent years for agricultural vehicle recovery such as pulling sugar beet harvesters out of fields. The brakes and hubs have been overhauled and the vehicle regularly started, offered for sale with V5C documentation Estimate £6,000 - £7,000
1827	1969 Atkinson T45 Viewline 6x4 chassis cab Reg. No. WYO 314H (expired) Chassis No. 18357 Finished in green and white the Cummins powered 6x4 has air horns and beacons to the roof. This former recovery vehicle is believed to be ex Pickfords Estimate £3,000 - £3,500
1828	1959 Bedford J1 Luton bodied box van Reg. No. WYU 975 Chassis No. J12215235 An older restoration finished in green with pin striping to the panels, the interior in good restored order, finished in green and consigned from dry storage. V5C documentation available. Estimate £6,000 - £7,000
1829	1949 Hotchkiss PL20 30hp van Reg. No. N/A An older restoration, originally purchased from Cheffins (April 2004) imported from France in 1980. Unregistered for road use but supplied with a good history file and evidence of some earlier film work. Consigned from storage and requiring further work. Estimate £3,000 - £4,000
1830	1995 DAF 45 130 Turbo 7.5ton 21ft beavertail Reg. No. M648 DGH Chassis No. XLRAE45CEOL130412 Fitted with an electric winch, the vendor informs us that the DAF both runs and drives well and is offered for sale with current MOT valid until April 2018 and V5C documentation.
1831	1967 Scania Vabis L76 4x2 chassis cab Reg. No. GEY 740E Chassis No. 435789 This bonneted Scania is fitted with a 6 cylinder diesel engine, PTO unit and pipes in cab and has been recently restored and painted. The vendor states that it starts, runs and drives well and he describes it as being in very good condition throughout. Currently registered as a forestry tractor unit and therefore MOT and tax exempt. With potential as a recovery unit or crane vehicle and offered for sale with V5C and curre
1840	1936 Ruston and Hornsby Single Cylinder Traction Engine. 6 NHP 'Trevithick' Works No.169167. Reg No. TL 5452 This 6NHP Ruston and Hornsby agricultural traction engine left the Lincoln works on the 25th May 1936, being one of the very last traction engines ever built after Ruston's affiliation with Aveling Barford. In recent years the engine has been the subject of a major and comprehensive restoration which has included a new boiler and firebox, a complete mechanical rebuild and a high quality
1841	Fowler Steam Roller. Class DN1. 10 tons. Works No. 16614 Reg No. PP 5902 Double Crank Compound. Two speed During the 1920s in the later days of steam manufacturing, Fowlers concentrated their production on steam rollers, there still being a healthy demand. Although single cylinder engines were available, most customers opted for the well tried compound design. This very original 10 ton Fowler was purchased by the current owner in the early 1960s and is thought to have worked in the Northampton a
1845	Vintage horse drawn hay wain c/w brass hub caps and braker slipper, finished in blue over red
1846	Horse drawn market traders wagon, in original unrestored order and on elliptical leaf springs all round
1847	Foden trailer built circa 1930s. Currently in derelict but complete condition this interesting trailer on solid rubber tyres consists of a Foden 5t front axle and wheels with double width Foden 5t wheels to the rear, stabilising jacks are also fitted leading the vendor to conjecture that this could have been a generator or centre engine platform. Originally found in Essex possibly ex Tilbury.
1855	1991 JEWELLTRAC Logtrac 4wd TRACTOR Reg. No. H628 VYA Serial No. 050690 Fitted with a front log blade and a Perkins AT4.236 diesel engine, this tractor was originally sold to Pierce Miller of Dalrymble, near Ayr, Scotland during 1991. The tractor would remain in the area for 30 years, recording just 1,073 hours. The Logtrac was expertly refurbished by Ben Craig in 2013 who also completed a small number of mechanical jobs. A detailed account of the rebuild can be seen in the 'Reader Rebuild' stor
1856	1976 ROADLESS 105 6cylinder diesel TRACTOR Reg. No. RCG 425P Serial No. 7259 In excellent mechanical condition this very original tractor is fitted with a Duncan cab with glass intact. Evidently the tractor has been used in the forestry industry yet despite this the tinwork is very straight. It is fitted with a Roadless front block weight and stands on good wheels and tyres. It is believed to be one of only 30 units ever built, HPI checks show an active registration number but no V5 has been pre
1857	Spare Lot
1858	Spare Lot
1859	Spare Lot
1860	HIGHLANDER COUNTY 754 4 cylinder diesel forestry TRACTOR Reg. No. 835 CZI (status not confirmed) Serial No. 7M6*B990566* A most uncommon example of the James Jones & Sons converted County. This example is fitted with a Duncan cab, front blade and Igland 5000 winch, the vendor informs us that it has been fully restored and is presented in the correct James Jones red. Offered for sale without documentation
1861	1957 PORSCHE P122 2cylinder diesel TRACTOR Serial No. 122/6159 This matching numbers air cooled Porsche has been restored to a good standard with a view to keeping it as close to factory specification as possible. The electrical system has been entirely replaced and the engine is stated to have been stripped and rebuilt. The P122 is equipped with front and rear PTO and rear linkage all of which is fully operational, the vendor informs us that it runs and drives extremely well and it is absolute
1862	1948 FIELD MARSHALL Series 2 single cylinder diesel TRACTOR Reg. No. 334 YUN Serial No. 7381 In the current ownership since 2012 this extremely well presented Series 2 was fully restored prior to the purchase by acknowledged marque experts Robert H Crawford & Son. Standing on excellent tyres all round the last 5 years have seen local rallies and shows graced by the presence of 334 YUN which is presented for sale with current V5C documentation
1863	1988 FORD 7810 4wd TRACTOR Stated to have been recently fitted with new clutch c/w Riko 650p front loader and muck fork. V5C available
1864	1971 ROADLESS 115 4wd 6cylinder diesel TRACTOR Serial No: 115/6360 Supplied new by S.C. Skinner Ltd on 14th December 1971. It was purchased by the previous owner from the Cambridge Machinery Sales at Cowley Road in 1986 and has been with the present owner ever since working in Northamptonshire woodland.
1867	1964 FORDSON Super Major 4cylinder diesel TRACTOR The vendor reports that this nut and bolt restoration has used all genuine tinwork, has received a full engine and gearbox rebuild and finished in 2pak paint
1868	Spare Lot
1869	1961 FORDSON Super Major 4cylinder diesel TRACTOR Reg. No. 377 AFW Serial No. 1613175 Reported to be largely original with new mudguards and original paintwork. The old mudguards will be offered with the tractor. V5 available
1870	Ransomes ITW TRACTOR An uncommon variant based on an MG5 crawler tractor. Fitted with a front loader and retro fit tyres
1871	1953 FORDSON Major E1A 4 cylinder diesel TRACTOR Reg. No. JNR 325 Serial No. 1250488 Stated to have been completely restored and painted just 2 years ago with many new parts inc; brakes, cables, axle oil seals, water pump, steps, gauges and new nose cone. The tractor is said to be running and driving with all hydraulics working well, offered for sale with V5C and current SORN
1872	1967 MASSEY FERGUSON 135 3cylinder diesel TRACTOR A well presented example, with fully reconditioned engine, new clutch and brakes c/w foot throttle, showing only 5,600hours. V5C is said to be available but not been presented
1873	c1960s MASSEY FERGUSON 135 3cylinder diesel TRACTOR Fitted with a new cab, foot throttle, PAS, new seat and drawbar. The paintwork is described as being very tidy and the lights are reported to be working. The vendor states that there is a slight diesel leak on the injector pump. An Irish import
1874	1969 MASSEY FERGUSON 135 MultiPower 3cylinder diesel TRACTOR Reg. No. OVJ 463G Serial No. 130382 This ex-College example has benefited from a repaint and is fitted with new tyres
1875	1963 MASSEY FERGUSON 35X 3cylinder diesel TRACTOR Reg. No. 964 GVD Serial No. SNMY344106 Purchased by the present owner some two years ago after a period of restoration. 964 GVD completed a road run following which it has been dry stored. Shortage of space forces sale

Lot Title/Description

1876	1962 MASSEY FERGUSON 35 3cylinder diesel TRACTOR Reg. No. 435 8UN Serial No. SNMY292846 Described as being in rally/show condition, this well presented example is fitted with a diff lock pedal, full lighting kit and 12.4x28 rear and 600x16 front wheels and tyres. V5C available
1877	1953 FORDSON Major 4cylinder diesel TRACTOR Reg. No. 485 XUG Serial No. 1269947 Purchased in 2008, the owner acquired a dating certificate from NVTEC and successfully applied to the DVLA for an age related registration number. During 2008-2010 the tractor was subject to a rebuild with many new parts fitted
1878	MASSEY FERGUSON FE35 Grey-Gold 4cylinder TRACTOR Stated to be a fully restored tractor in good runing and driving condition
1879	ALLIS CHALMERS Model M 4cylinder petrol/paraffin CRAWLER TRACTOR Fitted with drawbar. An earlier restoration
1880	ALLIS CHALMERS Model U 4cylinder petrol/paraffin TRACTOR On pneumatic wheels and tyres fitted with pulley wheel. An earlier restoration
1881	INTERNATIONAL T20 4cylinder petrol/paraffin CRAWLER TRACTOR An earlier restoration
1882	INTERNATIONAL 10-20 4cylinder petrol/paraffin TRACTOR A well presented earlier restoration on pneumatic wheels and tyres, fitted with pulley wheel
1883	FORDSON Standard N 4cylinder petrol/paraffin TRACTOR An earlier restoration that is finished in green, this narrow wing version is fitted with rear pneumatic cross pattern tyres
1884	JOHN DEERE Model N rowcrop 2cylinder petrol/paraffin TRACTOR This single front wheel rowcrop is an earlier restoration
1885	OLIVER 80 Standard 4cylinder petrol TRACTOR This fine example is fitted with pneumatic wheels and tyres, pulley wheel and drawbar
1886	1940 INTERNATIONAL FARMALL Model B 3wheel rowcrop petrol/paraffin TRACTOR Fitted with Cornish & Lloyds underslung toolbar and hoe, PTO, belt pulley and on excellent tyres
1887	MASSEY FERGUSON 135 3cylinder diesel TRACTOR The vendor informs us that this is an original condition tractor in running and driving order
1888	MARSHALL 602 4cylinder diesel TRACTOR An original ex-farm tractor that benefits from a recent full service
1889	1971 FORD 3000 Force 3cylinder diesel TRACTOR Reg. No. BAY 31K Serial No. 903775 Fitted with cab and on rowcrop wheels and tyres stated to be in ex-farm condition
1890	1979 INTERNATIONAL B434 diesel TRACTOR Serial No. 27115 Described to be in very good condition and to have been sand blasted and painted, fitted with hydraulics, new battery and tyres. Stated to be starting and driving
1891	JOHN DEERE 2130 diesel TRACTOR Fitted with OPU Cab. This ex-farm example has been on a local farm for the last 20'ys and only had 2 main owners from new showing only 6,697hours
1892	JOHN DEERE 2130 diesel TRACTOR Described as being in ex-farm condition. Fitted with Duncan cab and been on a local farm for the last 20 years.
1894	1939 ALLIS CHALMERS MODEL B 4cylinder petrol/paraffin TRACTOR Reg. No. WSU 576 Serial No. B21409 stated to be in good ex-farm condition
1895	JOHN DEERE 3020 4cylinder petrol rowcrop TRACTOR On pneumatic tyres with twin rowcrop front wheels, in very good ex-farm condition
1896	FORDSON Super Dexta 3cylinder diesel TRACTOR Stated to be in good original condition
1897	FORDSON Super Major 4cylinder diesel TRACTOR Stated to be in good original condition
1898	FORDSON Dexta 4cylinder petrol TRACTOR Stated to be in very good ex-farm condition
1899	FORD 3000 Force 3cylinder diesel TRACTOR Fitted with a cab and presented in very good original condition
1900	MASSEY FERGUSON 135 3cylinder diesel TRACTOR In ex-farm condition
1901	c1960s MASSEY FERGUSON 135 3cylinder diesel TRACTOR Fitted with original cab, Massey Ferguson pick up hitch and new seat padding, the vendor states it starts and runs nicely and that all the lights work. An Irish import
1902	c1960s MASSEY FERGUSON 165 4cylinder diesel TRACTOR Reg. No. 224 ADI (expired) This Irish imported tractor is reported to run very nicely although there is a water leak and the brakes need attention. Engine and gearbox are stated to be good and it is fitted with a pick up hitch
1903	c1950s MASSEY FERGUSON 65 MK2 4cylinder diesel TRACTOR The vendor states that this tractor is in very good condition and has a reconditioned engine, new wings, king pins, track rod ends, roll bar and new seat fitted. An Irish import
1904	1963 MASSEY FERGUSON 35X Industrial 3cylinder diesel TRACTOR Serial No. JNF321838 Described as a genuine original tractor
1905	1970 DAVID BROWN 1200 4wd 4cylinder diesel TRACTOR This unusual Selene 4wd conversion is stated to run and is in need of refurbishments, although the tinwork is generally in good condition
1906	1954 FERGUSON TEF-20 4cylinder diesel TRACTOR Reg. No. 210 BHX Described as a good solid working tractor which starts well. Fitted with reduction gearbox and homemade drawbar on 11-28rear and 600-19 front wheels and tyres
1907	1954 FORDSON E1A Major Diesel 4cylinder diesel TRACTOR Stated to be in very original condition with straight tinwork and no evidence of any major rot. A good genuine working tractor
1908	TRACK-MARSHALL 55 4cylinder diesel CRAWLER TRACTOR Presented in running and driving order this nice original crawler was formerly owned by Fred Barton of Bishop's Stortford in his timber business for hauling trees from forestry sites
1909	1977 JOHN DEERE 3130 6cylinder diesel TRACTOR Reg. No. OES 835R Serial No. 237430 Fitted with a front bulldozer blade, offered for sale without lift arms but with current V5C documentation
1910	1951 DAVID BROWN Super Cropmaster 4cylinder petrol/paraffin TRACTOR Reg. No. LUP 856 Serial No. SP1307 On pneumatic 14.9x28 rear and 6.00x19 front wheels and tyres and stated to be in good condition. Supplied with V5C
1911	1960 DAVID BROWN Cropmaster 4cylinder diesel TRACTOR Reg. No. 858 XUM Serial No. P29098 Stated to be in very good condition this example is on pneumatic 12.4x28 rear and 6.00x19 front wheels and tyres. Supplied with V5C
1912	1978 LEYLAND 384 4cylinder diesel TRACTOR Reg. No. PER 251J In ex-farm condition, the V5C is stated to be available
1913	FERGUSON TED20 4cylinder petrol TRACTOR Stated to be in ex-farm condition
1914	FERGUSON TED-20 4cylinder petrol/paraffin TRACTOR Described as being in good original condition with Howard reduction box and original Ferguson spanner
1915	COUNTY 1164 6 cylinder diesel TRACTOR Stated to be a running and driving tractor that would make a good restoration project
1916	c1950s FERGUSON diesel TRACTOR Stated to be in running order
1917	NUFFIELD Universal 4cylinder diesel TRACTOR Reg. No. WRR 192 (expired) Fitted with front loader and presented in ex-farm condition, stated to be running but brakes require immediate attention
1918	FORDSON Major diesel TRACTOR Stated to be in ex-farm condition and to be running
1919	FORDSON Super Major diesel TRACTOR
1920	DAVID BROWN 880 3cylinder diesel TRACTOR Described as being in ex-farm condition and to be running
1921	1955 DAVID BROWN 25D 4cylinder diesel TRACTOR Reg. No. SSM 650 Serial No. PD25/6890 Stated to be in good condition and on 12.4x28 rear and 6.00x16 front wheels and tyres. Supplied with current V5C
1922	1974 DAVID BROWN 1412 4cylinder diesel TRACTOR Reg. No. BAO 384M Serial No. 725151 Described as ex-farm on 13.6-12x36 rear and 7.50x16 front wheels and tyres. Supplied with V5C
1923	DAVID BROWN 990 TRACTOR For spares or repairs
1924	FORDSON DEXTA TRACTOR For spares or repair
1925	WINGET dumper for spares or repairs
1926	FORDSON Power Major TRACTOR Stated to be running but for restoration
1927	NUFFIELD P6 TRACTOR Stated to be running but for restoration

1. DEFINITIONS

- 1.1 In these conditions the following meanings unless inconsistent with the context:
- â€œAuctioneersâ€ means Cheffins of the Saleground, Sutton, Ely, Cambs, CB6 2QT.
- â€œCommissionâ€ means the commission charged on the sale of Lots in accordance with clause 2 below.
- â€œConditionsâ€ means the standard terms and conditions of business set out in this document.
- â€œLotsâ€ means all machinery and all other items sold or intended to be sold in accordance with these conditions.
- â€œPurchaserâ€ means a person, firm or company who purchases Lots.
- â€œVendorâ€ means any person, firm or company who puts forward Lots intended to be sold at the sale.

Lot	Title/Description
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“Sale” means a sale of Lots by auction from time to time organised by the Auctioneers.

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

“Saleground” means The Saleground, Sutton, Ely, Cambs, CB6 2QT.

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

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

2. BUYERS SERVICE CHARGE

2.1 All purchases will be subject to the following service charge

on lots sold by auction or by private treaty:

Class 1 items (as defined in 2.3 below): 2% of hammer price

Class 2 items (as defined in 2.3 below): 2.5% of hammer price

Class 3 items (as defined in 2.3 below): 5% of hammer price

The service charge will be subject to a minimum charge of £5 plus VAT per lot.

2.2 VAT at the standard rate will be charged on all commissions.

2.3 Definitions:

Class 1 items: Tractors, Excavators, Loading Shovels, Telescopic Handlers, Forklift Trucks, Bulldozers, Cranes,

Dumpers, Combine Harvesters, Self-Propelled Sugar Beet and Potato Harvesters, and Self-Propelled Sprayers.

Class 2 items: All other items except vehicles.

Class 3 items: 4x4 Vehicles, Light Commercial and Cars

2.4 All lots purchased through Cheffins Internet bidding will be subject to an additional 1% of the hammer price plus VAT

3. STATUS OF CONDITIONS OF SALE

3.1 Any person attending the Sale is deemed that they have read and understood these Conditions and shall make any bid on the basis of these Conditions.

3.2 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

3.3 No employee or agent of the Auctioneers has any authority to vary these Condition.

4. ENTRY TO THE SALEGROUND

4.1 Any person entering the Saleground does so at their own risk

4.2 Any person entering the Saleground must comply with the requirements of all health and safety notices

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

5. VALUE ADDED TAX ON PURCHASE PRICE

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

5.2.1 In the case of overseas Purchasers from EC Countries, they will be required to supply the Auctioneers with their VAT/FISCAL NUMBER AND OTHER RELEVANT INFORMATION REQUESTED (i.e. copy of VAT registration certificate) in order that the items may be invoiced at zero rate for VAT purposes. Where THIS INFORMATION IS NOT MADE AVAILABLE or where the Purchaser is not VAT registered, VAT at the standard rate will be charged in addition to the purchase price of all relevant Lots. THIS AMOUNT WILL NOT BE RECOVERABLE. It is the responsibility of overseas purchasers from EC countries to ensure that they or their haulier complete and sign a “COLLECTION CERTIFICATE” at the Auctioneers office on collection of goods purchased. Failure to do so will result in VAT becoming payable at the standard UK rate and this VAT WILL NOT BE RECOVERABLE.

5.2.2 In the case of overseas Purchasers from Non EC countries, they will be required to pay a VAT deposit equivalent to the standard UK rate of VAT. Such amount will be refunded to the Overseas Purchaser if the Auctioneers receive within three months of the time of supply a satisfactory Bill of Lading or Certificate of Shipment as proof of shipment of the Lots outside the EC, failing which the VAT deposit will be paid over to Customs & Excise as VAT.

6. RESERVE PRICE AND BIDDING

6.1 The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any Lot and withdraw that lot in the event that the highest bid does not meet the reserve.

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

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

6.4 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.

6.5 Bids shall be made exclusive of any VAT or Service Charge/Buyers Premium which may apply

7. AUCTIONEERS AS AGENT FOR VENDOR

7.1 The parties to the contract of sale are the Vendor and Purchaser

Lot	Title/Description
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7.2 The Auctioneers sell as Agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.

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

8. REMOVAL OF LOTS FROM SALEGROUND

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 Auctioneers office. All Lots must be checked out by the Security Staff.

8.3 All Lots purchased must be cleared from the Saleground within 14 days of the date of the Sale in which they were purchased unless alternative arrangements have been made with the auctioneers

8.4 Any Lot 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 Lots at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the Auctioneers.

9. DETAILS OF PURCHASERS

All Purchasers are required to register before the auction at the Auctioneers Office, whether or not the Lots which they purchase are to be removed on the day of the Sale.

10. EXCLUSION OF LIABILITY

10.1 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 Vendor’s risk until risk passes to the Purchaser in accordance with clause 18.3 below) whether incurred before, during or after the Sale.

10.2 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.

11. PAYMENT

11.1 All Lots must be paid on the day of the Sale by the Purchaser. All lots purchased through Cheffins Internet bidding must be paid within 1 week of the relevant sale day.

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

11.3 If an account remains unpaid and legal action is taken the auctioneers reserve the right to demand in full from the purchaser all legal and professional fees owing from such action.

12. 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 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 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.

13. REPLACEMENT OR ALTERATION OF LOTS

Any Lot in the Sale marked with a Lot number followed by an “X” denotes that the description of that particular Lot is different from the original Lot as shown in the catalogue. This Lot may be a replacement

T&Cs Jul14.qxp9_Layout 1 19/06/2014 12:05 Page 3

of the original as catalogued or there maybe an alteration of it’s description. Therefore, any items marked with a Lot number followed by an “X” must not be connected with the original Lot number in the catalogue and its description will be absolutely as given out by the Auctioneer at the time of the Sale.

The addition of an “X” to a Lot will cancel the original entry as shown in the catalogue.

14. AUCTIONEERS’ RIGHT TO ANNUL SALES

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

15. COMPLIANCE WITH ROAD TRAFFIC ACTS

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

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

FARM SAFETY

16.1 The Purchaser of any Lot(s) is responsible for complying with all legal requirements as to the safe use of Lot(s) purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of Lot(s).

16.2 The Auctioneers description and knowledge of the Lot(s) is initially dependant on the information provided by the Vendor. The Auctioneer does not carry out exhaustive due diligence on each Lot(s). The information supplied about the Lot(s) is not a representation of fact but a statement of opinion on the basis of the evidence reasonably available. Purchasers acknowledge these points and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lot(s) in which they may be interested.

Lot	Title/Description
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16.3 Where the Vendor has declared any health and safety issues regarding a Lot or the Auctioneers have become aware of any such issues, details of the matter will be given out at the time of sale by the Auctioneer

16.4 It will be the Purchasers responsibility to satisfy themselves as to the health and safety matters. Bidders including the Purchaser acknowledge that Lots have generally been used and many are of an age and type which means they are not in perfect working condition. As such they may not comply with current health and safety legislation and may have faults not expressly referred to in the catalogue or the other information that may be available on individual Lots from the Auctioneers.

16.5 The Purchaser must satisfy himself prior to bidding for any Lot as to its condition and should exercise and rely on his own judgement as to whether the Lot accords with its description. The Auctioneers shall have no liability for the accuracy of the description of any Lot. Unless otherwise stated, no warranty is given by the Auctioneers to the Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law. It is the Purchasers responsibility to check the Lot and ensure that its subsequent use is compliant and that identified health and safety concerns are rectified.

17. TRADES DESCRIPTION ACT 1968

The Vendor is reminded that under the terms of the Trade Description Act 1968 the Vendor of any Lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

18. RESERVATION OF TITLE

- 18.1 If the Auctioneers allow the Purchaser to remove the Lot from the Saleground before the Purchaser has made full payment for the Lot then title to the Lot shall remain vested in the Vendor.
- 18.2 If the Auctioneers pay the Vendor the price of the Lot before the purchaser has paid the price to the Auctioneers, title to the Lot shall pass to the Auctioneers and shall remain with the Auctioneers until full payment has been made by the Purchaser to the Auctioneers, when title shall pass to the Purchaser.
- 18.3 Notwithstanding that the title has not passed to the Purchaser, the Purchaser will be solely responsible for the lots standing in the yard immediately upon sale (the fall of the hammer).
- 18.4 The Purchaser shall until payment has been made in full keep the Lot in good marketable condition and readily identified and shall indemnify the Vendor or the Auctioneers as the case may be for any damage.
- 18.5 In the event of any sale by the Purchaser of a Lot before full payment has been made the Purchaser shall hold the proceeds of such sale on trust for the Vendor or the Auctioneer (as the case may be) and shall pay such proceeds into a separate identifiable bank account.
- 18.6 At the time before the title to the Lot has passed to the Purchaser, the Vendors or the Auctioneers (as the case may be) including the Auctioneers acting as agents for the Vendor, shall have the right to enter upon the Purchasers property for the purposes of recovering the Lot.

19. ONLINE BIDDING

- 19.1 Bidders wishing to use the online bidding service are required to register prior to the sale.
- 19.2 A deposit of £1000 payable by credit or debit card is required upon registration
- 19.3 Deposits paid by credit card or Non UK debit cards will be subject to a 2% surcharge which is NOT refundable.
- 19.4 Deposits will be credited against any purchases made and any balance refunded.
- 19.5 Any unused deposits will be refunded within 72 hours from closure of the auction
- 19.6 Any items purchased online will be subject to a 1% surcharge plus VAT
- 19.7 Cheffins accepts no liability whatsoever for any loss of the Online Bidding Service and the ability to bid.

20. GOVERNING LAW AND JURISDICTION

For the avoidance of doubt all contracts entered into between the Purchaser and Vendor and between either of them and the Auctioneers on the basis of these standard terms and condition of business are governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

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