

Online Timed Farm Dispersal Auction



AT Brighthouse Farm, Lawshall,
Bury St Edmunds, Suffolk, IP29 4PX

Starting 9am Monday 19th September 2022
Ending 1pm Wednesday 28th September 2022

Viewing Dates: **Friday 23rd and Tuesday 27th**
September 2022 (10am – 4pm)

Background

The sale is being carried out on behalf of Brighthouse Farm, Lawshall.

There is a wide range of machinery and equipment in the sale which was used on the farm over the years and provides an interesting selection for buyers at all levels and there are also lots included by permission of each individual vendor.

Viewing

Viewing days will be held at Brighthouse Farm, Lawshall **on Friday 23rd and Tuesday 27th September 2022 from 10am – 4pm.**

Situation

Brighthouse Farm, Lawshall is located 8 miles south of Bury St Edmunds and 10 miles north of Sudbury.

The farm lies just outside of Lambs Lane, Lawshall on Melford Road. Travelling from Bury St Edmunds head south on the A143, turn left onto the B1066 (Whepstead Road). Continue to follow the B1066 through Whepstead and turn left onto Tuffields Road. Follow this road onto Golden Lane and then left onto Hartest Lane. Turn left onto Melford Road for approximately 0.5 miles and Brighthouse Farm will be sign posted on the left-hand side.

The postcode is IP29 4PX.

COVID-19 Guidelines

If you are displaying COVID-19 symptoms or have been in contact with anyone who has displayed any COVID-19 symptoms within the last 14 days prior to visiting the site, you must not attend the on-site viewing days.

On both viewing days there will be measures put in place which are in line with HSE and government guidance to reduce the risk of the transmission of COVID19. To reduce the amount of people entering onto the site, it is requested that only those with a genuine intention of purchasing items from the sale attend the site.

Order of Sale

The sale will commence at **9am Monday 19th September 2022** and ending at around **1pm Wednesday 28th September 2022**. Bidding is online via **ibidder.com** and **bidspotter.co.uk**.

VAT

VAT and an internet surcharge at the standard rate will be added to the purchase price of all lots unless the vendor has specified otherwise announced during the course of the sale. Items in the catalogue marked with a # are not subject to VAT.

Buyer's Premium

Buyer's Premium will be charged at 2% plus VAT.

Online Bidding

Live online bidding will be taking place via **ibidder.com** or **bidspotter.co.uk**. The Auctioneers will charge purchasers an internet surcharge of 2% (plus VAT) on the hammer price of every lot purchased online. It is recommended that any registrations for online biddings are made in advance of the day of the sale. Lacy Scott & Knight will not accept responsibility of any loss of connectivity and the ability to bid on the day of the sale.

Hours and Mileage

Are as at the time of cataloguing. V5 documents (where applicable) will only be supplied after clearance of cheques or other payments.

Pre-Sale Disclaimer

Please note if there any changes to the sale as result of COVID-19 please check our website for regular updates to the sale. Please carefully read the conditions of sale in this catalogue and on display in the sale office and on our website for further information.

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

In accordance with the above legislation, we are unable to accept cash payments for sums in excess of £7,500. This includes single payments amounting to this sum or multiple payments totalling £7,500.

IMPORTANT NOTES

1. **This Online Timed Farm Dispersal Auction** takes place on behalf of Brighthouse Farm, Lawshall.
2. **Export:** If any lots are to be exported outside the EU, VAT will be charged and retained by the auctioneer until a Customs Clearance note is secured. The VAT will then be refunded. If confirmation of export is not secured within 8 weeks, the VAT will be paid to the vendor and declared in the normal way. If lots are to be exported within the EU proof of VAT registration number and confirmation of port for export will be required otherwise VAT will be charged.
3. **Removal of Lots:** All lots must be collected by Saturday 8th October 2022 and a loader with operator will be available free of charge for loading heavier lots without appointment on the last day of the sale, 28th & 29th September 2022. After this date Buyers must **contact Mr O Truin On 01284 830385 or the agent beforehand** to arrange loading times. All lots will be the purchaser's responsibility and liability at the fall of the hammer, whether paid for or not. An invoice receipt must be obtained to remove an item from the sale ground.
4. **Health & Safety:** Notices will be posted in the Sale Office and copies are available if required or can be downloaded from www.lsk.co.uk
5. **Payment:** If purchasers wish to pay by cheque and are not well known to the Auctioneer, then no lot will be removed from the site until the cheque has cleared or without a suitable bank reference addressed to the Auctioneer prior to the sale. Payment can be made Credit/Debit Card. At the fall of the hammer all lots shall be the sole risk of the purchaser. Payments must be made by either Bankers draft, postal order, Debit Card, BACS or CHAPS, within 5 working days of the conclusion of the Auction period. Alternatively, they may instruct their bank to write or email the auctioneers at the Bury office confirming that the cheques will be honoured to a predetermined figure. Unless this procedure is followed items may not be removed until cheques are cleared.
6. **Hours:** Are as at the time of cataloguing. V5 documents (where applicable) will only be supplied after clearance of payments
7. **Lot Measurements and Descriptions:** All measurements are approximate and buyers are advised to check these before purchase.

SALEGROUND TELEPHONE
GRAHAM FORD - 07503684374 or 01284 748634
ELEANOR PRATT - 01284 748639

Please see below the links to register and bid for the sale

iBidder – <https://www.i-bidder.com/en-gb/auction-catalogues/lacy-scott-and-knight/catalogue-id-srlac10491>

- **BidSpotter** - <https://www.bidspotter.co.uk/en-gb/auction-catalogues/lacy-scott-and-knight/catalogue-id-srlac10491>

Lot No	Lot Description
1	Western EBD1000 Fuel Tank (4500l) with electric pump (Year 2011)
2	Titan 5000L Water Tank (Model V5000) (Diameter: 2010mm) (Height: 2240mm)
3	Trailed Air Compressor
4	Slug pelleter
5	950l Western Trans Cube mobile fuel tank (Year 2008) with gun
6	Kleber Dual wheels 380/70R28
7	Kleber Super 9 18.4R 38
8	Taurus Radial 9.5R 48 Tyres
9	Grain Pusher
10	6m Wilrich Cultivator
11	Kongskilde hydraulic folding spring tine
12	Single leg mole plough
13	8ft Bomford topper (Year 2007)
14	4m Simba hydraulic folding top tilth (2003)
15	Kverneland 6 furrow reversible plough (Year: 2014) with parts
16	Cousins sidewinder rolls (2005)
17	Maschio reco tiller power harrow
18	KRM L2 Plus Fertiliser Spreader (2009) with calibrating equipment box
19	Lely Roterra 400-44x Combination Drill (2000)
20	High tip trailer
21	High Tip Trailer
22	13t Gull Root Crop Trailer (Year 1984)
23	Bomford Hedgecutter (1997)
23a	Turner Hedge Cutter. Hydramower. Serial No: HMX21938. Flail Width 130cm. 5 Metre Reach. (ITEM...
24	Cat Teleporter TH 406 (Year 2010) 5706 hours. Well serviced in good condition. 4m reach. Reg:...
25	Suton telehandler bucket (Year 2013)
26	Cat Teleporter Tines
27	Small Telehandler Bucket (Cat telehandler fittings)
28	International 674 tractor (1978) (Reg KCE 298P) Hours: 4903 hours.
29	Case Maxxum 125 Tractor (Year 2012) (5094 hours) (Reg: EU12 HLM) (Excluding trailed compressor...
30	Qty of Case III Tractor Weights
31	Case Puma 175 CVX Tractor (Year 2016) (2,370 hours) Reg: EX16 UYR (Excluding Front Weights)
32	Case Front Weight (1000 kg)
33	John Deere Series A Tractor. Bought since new. All in working order apart from no starting motor....
34	John Deere Series D Tractor. All in working order. Reg: GV 9441 (Located in Culford) All...
35	Car Trailer with a Wolsley Air Pump (Located in Culford)
36	Diesel Turner Irrigation Pump with starting handle (Located in Culford)
37	Fairbanks Morse 3hpz Stationary Engine (Located in Culford)
38	Ferguson Hayrake (Located in Culford)
39	Grey Ferguson Finger Mower (Located in Culford)
40	International B275 Fuel Tank and cylinder head (Located in Culford)
41	International B275 Steering Box (Located in Culford)
42	Lister Engine with Water Pump (Located in Culford)
43	Lister Engine with Water Pump (Located in Culford)
44	Lister Series A Stationary Engine (Located in Culford)
45	Pair of Front and Rear Tyres for a John Deere Series A (11-38) (Located in Culford)
46	Qty of John Deere D Parts (Located in Culford)
47	Ruston Hornsby IVTH Rotation Engine (Located in Culford)
48	Twin Diesel Lister Engine (Located in Culford)
49	Vintage Horsedrawn Bamlett Haymower powered by petrol 2 hp engine (Located in Culford)
50	Vintage Sugar Beet Hoe (Located in Culford)

51	Qty of Grey Ferguson Parts (Located in Culford)
52	Ferguson Cultivator
53	Old tractor chassis
54	Item Withdrawn
55	Item Withdrawn
56	Isuzu Rodeo Denver (2011). Reg: AO11 HUK. 73,000 miles. MOT Expires 09/03/23. 6 Speed Automatic,...
57	12 Row Webb Sugar Beet Drill (on trailer)
58	4m Carrier Bean Drill
59	4m Galucho TMR-350 Top Tilth
60	Stocks AG Pro 65 Fan Jet Pelleter Electronic
61	Stocks Pelleter with Tractor Coupling
62	Bale Trailer Artic with Dolly (Approximately 40ft long)
63	Large Tipping Trailer with no Tailboard
64	2 Ton Tipping Trailer. Model: Wombat. Conquest Trailers. Year: 1986. Length 11'4". Track Width...
65	Withdrawn Lot
66	Withdrawn Lot
67	Withdrawn Lot
68	Withdrawn Lot
69	Withdrawn Lot
70	Withdrawn Lot
71	Withdrawn Item
72	Withdrawn Lot
73	Withdrawn Lot
74	Withdrawn Lot
75	Withdrawn Item
76	Withdrawn Item
77	Withdrawn Item
78	Withdrawn Item
79	Withdrawn Item
80	Withdrawn Item
81	Withdrawn Item
82	Spring Tine Cultivator
83	Parmiter Zig Zag Harrows
84	Withdrawn Item
85	Withdrawn Item
86	Withdrawn Item
87	Withdrawn Item
88	Withdrawn Item
89	Withdrawn Item
90	Withdrawn Items
91	Withdrawn Item
92	Withdrawn Item
93	Withdrawn Item
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98	Withdrawn Item
99	Withdrawn Item
100	Withdrawn Item
101	Withdrawn Item
102	Withdrawn Item
103	Withdrawn Item

104	Withdrawn Item
105	Withdrawn Item
106	Spare Lot
107	Stihl Leaf Shredder SH86C (Located in Sicklesmere)
108	Gallagher Eco Solar S17 Energiser (Located in Sicklesmere)
109	Stihl KM94RC plus Extensions (Located in Sicklesmere)
110	Tool Chest with Miscellaneous Tools (Located in Sicklesmere)
111	Ifor Williams Livestock Trailer (Located in Sicklesmere)
112	Small Hay Rack (Located in Sicklesmere)
113	5 x Sheep Hurdles. 6' (Located in Sicklesmere)
114	Feed Trough (Located in Sicklesmere)
115	Steel Gate 14' (Located in Sicklesmere)
116	Pair of 8' Steel Gates (Located in Sicklesmere)
117	Pair of 9' Half Mesh Steel Gates (Located in Sicklesmere)
118	1 x Wooden Gate 12' (Located in Sicklesmere)
119	2 x Water Troughs 4' (Located in Sicklesmere)
120	Plain Wire Dispenser (Spinning Jenny) (Located in Sicklesmere)
121	Mountfield Strimmer (Located in Sicklesmere)
122	Miscellaneous Fencing Tools (Located in Sicklesmere)
123	Wire Strainer With Legs and Toplinks (Located in Sicklesmere)
124	Tirfor Winch (Located in Sicklesmere)
125	4 x Bags Mastercrete Cement (Located in Sicklesmere)
126	Withdrawn Item
127	Compressor (ERP) (Located in Sicklesmere)
128	Electric Hammer Chisel (Located in Sicklesmere)
129	Briggs & Stratton ProMax 4500 Generator (Located in Sicklesmere)
130	Trolley Jack. 2.25 ton (Located in Sicklesmere)
131	Paraffin Weed Burner with Parafin Can and Sheen X300 Flame Gun (Located in Sicklesmere)
132	Miscellaneous Rolls of Wire (Located in Sicklesmere)
133	Spectra Laserplane Precision Laser Level with Stand (Located in Sicklesmere)
134	Tool Box (Located in Sicklesmere)
135	Box with Assorted Wood Working Tools (Located in Sicklesmere)
136	Makita Hammer Drill (Located in Sicklesmere)
137	Sealey Space Warmer (electric/calor) (Located in Sicklesmere)
138	Miscellaneous Tarpaulins (Located in Sicklesmere)
139	Lot Withdrawn
140	Bostitch Nails (Located in Sicklesmere)
141	Miscellaneous Gate Fittings (Located in Sicklesmere)
142	Sealey Pillar Drill (Located in Sicklesmere)
143	Beta Easy 3/4 Drive Large Socket Set (Located in Sicklesmere)
144	Quantity of Miscellaneous Timber (Located in Sicklesmere)
145-200	Spare Lot



STANDARD TERMS AND CONDITIONS OF BUSINESS

I DEFINITIONS

- (i) In these conditions the following terms have the following meanings unless inconsistent with the context:

“Auctioneers” means Lacy Scott & Knight – Property and Business Consultants LLP, whose registered office address is at 10 Risbygate Street, Bury St Edmunds, Suffolk, IP33 3AA

“Host” means iBidder.com or Bidspotter.co.uk – The host website portal for this auction;

“Internet Surcharge” means the surcharge charged to the Purchaser on purchased Lots;

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

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

“Purchaser” means a person, firm or Company who purchase any Lot;

“Vendor” means a person, firm or Company who puts forward any Lot intended to be sold at the sale;

“Sale” means a sale of the Lots by auction from time to time organized by the auctioneers;

“Sale ground” means the venue at which the sale takes place;

“Sale price” means the price at which a Lot is sold to the winning Purchaser; and

“Reserve Price” means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.

- (ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

- (i) All persons registered to bid at the Sale in any capacity are deemed to bid on the understanding that they have read and understood these Conditions.
- (ii) These Conditions may be supplemented or superseded by special conditions applicable to specific Sales, any such special conditions will be noted within the descriptions of specific lots.
- (iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser’s trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers.

3 HEALTH AND SAFETY

- (i) All persons viewing a lot do so at their own risk and with notice of the condition of the premises and their contents.
- (ii) All persons viewing a lot are hereby made aware that there may be significant risks on the Sale ground including moving machinery and equipment;
- (iii) Caution should be exercised at all times and children and animals/pets must be fully supervised at all times.
- (iv) All persons viewing a lot must take notice of all specific health and safety notices on display. If in doubt, please consult the Auctioneers in charge.
- (v) Any accidents or incidents that occur on the Sale ground must be immediately reported to the Auctioneers and details recorded in the appropriate accident book. No powered machinery or equipment should be started without the prior approval of the Auctioneers.
- (vi) Any vehicles brought onto the Sale ground to collect lots should be operated with extreme caution and within a 5mph speed limit. Loading using machinery should only be undertaken by suitably qualified and experienced operators.
- (vii) The Auctioneers shall have the right at their discretion to refuse admission to their premises or those of their clients by any person.

4 AUCTIONEERS STATUS

- (i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.
- (ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.
- (iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

5 LIMITATION OF LIABILITY

- (i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for;
- (a) any breach of these Conditions however arising;
- (b) any use made or resale of the Lots by the Purchaser; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions
- (ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for;
- (a) death or personal injury resulting from negligence
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded or limited by applicable law
- (iii) Without prejudice to clause 5(ii), the Auctioneers shall not under any circumstances whatever be liable to

the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- (a) loss of profit;
 - (b) loss of goodwill;
 - (c) loss of business;
 - (d) loss of business opportunity;
 - (e) loss of anticipated saving; or
 - (f) special, indirect or consequential damage, suffered by any other party that arises under or in connection with these Conditions.
- (iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.
- (v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

6 WARRANTY DECISIONS

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in clause 15(iv).

7 RESERVATIONS

The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.

8 CATALOGUES AND ADVERTISEMENTS

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement nor that any description therein contained can be relied upon as accurate. Any illustrations in Catalogues are for general identification only.

9 RESERVE PRICE AND BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
- (ii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers.
- (iii) All Lots must be inspected by the Purchaser. Except as set out in these Conditions, the bids are on the understanding that the Lot has been inspected and is purchased with all faults and imperfections.
- (iv) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
- (v) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot.

10 PAYMENT

- (i) All Purchasers must register their names and addresses before they are permitted to bid in an online sale. The Auctioneers reserve the right to reject or terminate any registration at its sole discretion.
- (ii) On conclusion of the Auction period, we will notify the Purchaser by email to confirm:
 - (a) that the Purchaser is the winning bidder; and
 - (b) the amount of the successful bid
 - (iii) Attached to the notification email will be an invoice for the amount of the winning bid plus any relevant commission and VAT.
 - (iv) All lots must be paid for within 5 working days of the conclusion of the Auction period.
 - (v) The Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.
 - (vi) All payments must be made by either Cheque, Bankers Draft, Postal Order, Debit Card, BACS or CHAPS, payments will not be accepted by credit card.

11 RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Sale ground for resale.
- (ii) Title to Lots shall not pass to the Purchaser until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.
- (iii) Until title to Lots has passed to the Purchaser, the Purchaser shall:
 - (a) store those Lots separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and
 - (c) maintain those Lots in a good and marketable condition and keep them insured on the Vendor's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Vendor.
- (iv) Subject to clause 11(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).
- (v) If, before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then without limiting any other right or remedy the Vendor may have:
 - (a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
 - (b) the Vendor may at any time require the Purchaser to deliver up all Lots in its

possession that have not been resold, or irrevocably incorporated into another product.

12 VALUE ADDED TAX ON PURCHASE PRICE

VAT at the standard applicable rate will be added to the sale price of all lots unless they are exempt.

13 WARRANTY AND INSPECTION OF GOODS

- (i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants nor agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
- (ii) If any Lots are described at the same time of the Sale as in “working order” such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to clause 13(v) to clause 13(vii) inclusive set out below.
- (iii) Any Lot described by the Vendor as “just overhauled”, “straight from work”, “worked up to date of Sale” or “as new” or any other similar description will be deemed to have been sold with a warranty that such Lot is in “working order”.
- (iv) All electrical items require a current Electrician’s Safety Certificate and any item entered into the sale without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers shall have no responsibility for the safe use of the item.
- (v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.
- (vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.

- (vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

14 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 authorization necessary before such vehicle or trailer can be used on the road.

15 ACCEPTANCE AND DEFECTIVE LOTS

- (i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the lots.
- (ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:
 - (a) in the case of a defect that is apparent on normal visual inspection, no later than 12:00 noon on the third working day following the sale date (such period of time may be extended at the Auctioneers sole discretion); and
 - (b) in the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent.
 - (c) return the Lot to the Sale ground (or other such location as notified to the Purchaser by the Auctioneers) within seven days of the Purchaser’s notice; and
 - (d) within seven days of the Auctioneer’s request, provide a competent engineer’s report setting out full details of the alleged defect.
- (iii) The Purchaser’s rights under clause 18 shall not apply if:
 - (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
 - (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade price regarding the same;
 - (c) the Purchaser alters or repairs those Lots;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who

decision shall be final and binding on the Vendor and the Purchaser.

16 RESALE DUE TO FAILURE OF COMPLIANCE

- (i) On failure of compliance with the Conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.
- (ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.
 - (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

17 AUCTIONEERS' RIGHT TO ANNUL SALES

- (i) 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 Lots.
- (ii) Persons viewing lots at the Sale ground are respectfully reminded that verbal or physical abuse of any person, especially the Auctioneer's staff, will not be tolerated.

18 REMOVAL OF LOTS FROM SALE GROUND

- (i) All Lots whether sold or unsold may not be removed from the Sale ground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' offices. All Lots must be checked out by a representative of the Auctioneers.
- (ii) The Purchaser has no right to anything not described in the catalogue.

23 SEVERANCE

- (i) If any provision or part-provision of these conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause 29 shall not affect the validity and enforceability of the rest of the Conditions.
- (ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 APPLICABLE LAW & JURISDICTION

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law

- (iii) The Purchaser will be responsible for removal of lots at his own expense and must provide his own labour and equipment. Such removal must be carried out safely and lawfully and in accordance with any conditions of sale of which the Purchaser is notified.
- (iv) All Lots purchased must be cleared from the Sale ground within seven days of the date of the Sale in which they were purchased.
- (v) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Sale ground for longer than the times specified in clause 18(i) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Sale ground.

19 BUYER'S PREMIUM

Buyer's Premium will be charged at 2% plus VAT.

20 INTERNET SURCHARGE

The Auctioneers will charge purchasers an internet surcharge of 2% (plus VAT) on the hammer price of each and every Lot purchased online.

21 THIRD PARTY RIGHTS

A person who is not a party to the contractual relationship shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22 ENTIRE AGREEMENT

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.



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If you are looking to have a farm machinery sale or include lots in future sales, please contact **Graham Ford** for further information.

We offer on site auctions with live online bidding as well as timed online auctions.

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