

Online Timed Farm Dispersal Auction



AT Leffey Hall Farm, Buxhall, Stowmarket,
Suffolk, IP14 3DX

Starting 9am Monday 18th November 2024
Ending 1pm Wednesday 27th November 2024

Viewing Dates: **Friday 22nd and Tuesday 26th**
November 2024 (10am – 4pm)

Background

The sale is being carried out on behalf of Leffey Hall Farm, Buxhall.

Leffey Hall Farm is one of the ancient manors of Buxhall. The present farm house was built in around 1550. The land has been farmed by the Mitson family for over 100 years.

William Mitson moved to Buxhall in 1892 to farm at Fasbourne Hall, then moved on to a farm at Tostock.

During a train journey to Ipswich, William was asked by a Mr Lambert (who owned Leffey Hall Farm) if he knew any parties interested in purchasing the farm. Although he did not buy it at the time, William returned to Buxhall in the early 1900s to farm the land at Leffey Hall.

His son Alan married Eva Williams in 1917 and took on the farm in 1921 but Alan sadly passed suddenly in 1929. His widow ran the farm as a tenant farmer while looking after three young children. William Mitson died in 1932.

In 1939 Eva attended the sale of Leffey Hall Farm. It was sold by the Gillings brothers to A.W. Aldershaw.

In 1949 a partnership, E. Mitson & Sons, was formed with Hubert and Noel farming the land. They continued as tenants until A.W Aldershaw died in 1959 and the farm was bought by the partnership.

Eva died in 1978. The land has continued to be farmed by the partnership with David Steed ever since. Hubert passed away in 2019 and, at the age of 95, Noel is looking forward to retirement!

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 Leffey Hall, Buxhall **on Friday 22nd and Tuesday 26th November 2024 from 10am – 4pm.**

Situation

Leffey Hall Farm, Buxhall is located 4.5 miles west of Stowmarket and 14 miles south east of Bury St Edmunds.

The farm lies to the west Buxhall on Brettenham Road.

The postcode is **IPI4 3DX**.

What3Words: **convert.bearable.longingly**.

Order of Sale

The sale will commence at **9am Monday 18th November 2024** and ending at around **1pm Wednesday 27th September 2024**. 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 3% 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.

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 Leffey Hall Farm, Buxhall.
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 7th December 2024 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 November 2024. After this date Buyers must **contact the vendors 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.
8. **EXPORT BIDDERS:-** SHOULD BE AWARE THAT CLEANSING, INSPECTING AND OBTAINING A **PHYTOSANITARY CERTIFICATE** FOR ANY MACHINERY SOLD IN THIS AUCTION WILL COME AT THE COST OF THE PURCHASER, UNLESS THE VENDOR AGREES TO CONTRIBUTE TO THIS COST **PRIOR TO THE 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-srlac10661>

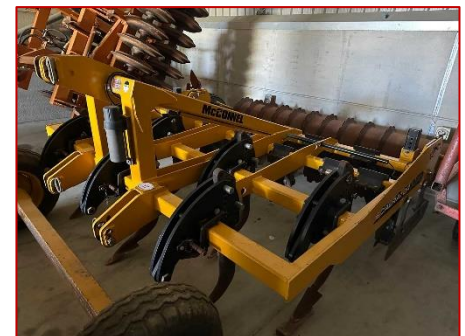
BidSpotter - <https://www.bidspotter.co.uk/en-gb/auction-catalogues/lacy-scott-and-knight/catalogue-id-srlac10661>

Lot Description

- 1 New Holland TX34 Combine - M95 CFE - 4,171 hours
- 2 New Holland T6 175 - AY14 AOB - 3,111 hours
- 3 New Holland T6010 - FJ09 GZP - 1,756 hours
- 4 Massey Ferguson 7616 Dyna-6 - AY13 BVA - 3,600 hours
- 5 Ford 6410 - J244 VJN - 4,744 hours
- 6 JCB 526s telehandler - AE55 AYL.
Item will need to remain on site until 1st January 2025
- 6a Pallet forks for JCB Telehandler
- 6b Sugar Beet Bucket (1997) JCB Fittings
- 6c Cherry Product Bucket (CB09) (Year: 2000)
- 6d Sutton Grain Bucket
- 7 Mitsubishi L200 Trojan - VE07 uVN - 77,358 miles - Diesel
- 8 10t AS trailer Marston
- 9 Marston 8 tonne trailer
- 10 Tipping trailer
- 11 Wheatley trailer (with sides)
- 12 New Holland 376 bailer - year 1975
- 13 5 Furrow Lemken Europal 8 plough - year 2006
with Claydon furrow cracker
- 14 4m Maschio power harrow
- 15 Simba double press
- 16 Needham Rolls
- 17 McConnel discaerator 3000 - year 2011
- 18 Bomford Hedge Cutter B458
- 19 Bamford 1560 mower - year 1987
- 20 4.8m Weaving Drill Acupre (2007)
- 21 Chilton bale trailer
- 21a GEM 1.0 Sprayer (1000l) Slimline (NSTS Certified)
with Ratemaster 200 control box. (Year 1992)
- 22 KRM 1300 Fertiliser Spreader
- 23 Simba discs - C series
- 24 PZ Haybob Zweegers
- 25 Kuhn Venta LC 402 drill HR 403 (Year: 2000)
- 26 Cultivator - Browns
- 27 Cultivator
- 28 Kongskilde Spring Tine Cultivator
- 29 Cook Bale Sledge
- 30 Bale Grab
- 31 Grain Auger
- 32 Set of zig zag harrows
- 33 Midas diesel tank - 2,460L
- 34 Smyth & Sons Ltd Vintage Trailed 12 Row Seed Drill (No: 3240)
- 35 Sawbench
- 36 Suffolk Wagon
- 37 Set of dual wheels
- 38 Pair of wheels - dual wheels 420/85R-38 (excluding red sheet on top)
- 39 Set of Rowcrop wheels (front and back)
- 40 Fertiliser - Axtram x3 - 600 kg bags
- 41 Fertiliser - Axan x9 - 600 kg bags
- 42 1 x Farm Gate
- 43 1 x Vintage stand
- 44 2 x Pick Axes and heads
- 45 Qty of Handtools



- 46 1 x Antique Anvil
- 47 Pair of Small Antique Cast Iron Wheels
- 48 Qty of Hand Pitch Forks
- 49 2 x Vermin Traps
- 50 1 x Vintage Metal Cabinet with vintage Barclays Motor Sign (NO VAT)
- 51 2 x Spades
- 52 Qty of Cast Iron Chain with hooks
- 53 Qty of Rope
- 54 Farm Scales & 56 lb Weight
- 55 Vintage Ferguson Toplink and Pick up Hitch
- 56 Qty of Tractor Wheel Weights
- 57 Vintage Petrol Can
- 58 3 x Ford Front Weights
- 59 Bucket of Bolts and Thread Bar rods
- 60 Ford Tractor Toolbox
- 61 Vintage Sack Hoist
- 62 3 x Metal Feed Buckets
- 63 4 x Cast Iron Pig Troughs
- 64 3 x Cast Iron Round Feeders
- 65 8 x Cast Iron Mexican Hat Pig Feeder Troughs
- 66 2 x Sack Barrows
- 67 Grain Sampling Spears
- 68 Vintage Fan (Keith Blackman Ltd)
- 69 1 x Grain Auger
- 70 1 x Grain Auger Sweep with motor
- 71 1 x Grain Auger Sweep with motor (blue)
- 72 3 x Metal Feed Boxes
- 73 Qty of Roofing Insulation
- 74 2 x Ladders
- 75 1 x Ferguson Circular Saw (NO VAT)
- 76 1 x Circular Saw (Dening of Chard) (NO VAT)
- 77 2 x Shindaiwa Strimmers (1x T-20) (1 x 230) with parts (NO VAT)
- 78 Pair of Decorative Black Gates (NO VAT)
- 79 Pair of White Decorative Gates (NO VAT)
- 80 2 x Reels of Industrial Wire Fencing and
1 x Reel of Galvanised Fencing (NO VAT)
- 81 Qty of Anglia Grain Services Bags
- 82 1 x Thermal Tempest Space Heater (Electric)
- 83 1 x Yellow Fuel Tank
- 84 2 x Chains for toeing
- 85 2 x Wheel Centre Disc
- 86 1 x Metal Feeder
- 87 2 x Duro Tyres (4.80 / 4.00 - 8 62M) (NO VAT)
- 88 1 x TF- 9090 7.50 - 16 Front Tyre. 1 x Front Rim
- 88a 1 x Flotation Avon Tyre for Marston Trailer
- 89 1 x Steel Wheel Rim
- 90 Qty of Electric Fencing Posts (NO VAT)
- 91 Qty of Wooden Rods
- 92 2 x Rabbit Traps and 1 x Rat Trap
- 93 1 x Igenix Heater with black cable (NO VAT)
- 94 1 x Gas Heater (Kampa) with two gas cannisters
- 95 1 x Tailgate with lights
- 96 1 x Vintage Trolley Jack
- 97 2 x Vintage Bottle Jacks
- 98 1 x Spider Wheel Brace and additional brace
- 99 2 x Red Gas Cannisters
- 100 Record 218m Pipe Bender
- 101 1 x Large Wrench
- 102 BDS Toolbox with a range of tools
- 103 Black and Decker BD154R Hammer Drill (570 Watt)
- 104 Qty of Drill Parts



- 105 Grip Clips and Linch Pins with Spring Washers
- 106 Box of Auger Drive and Brace Products
- 107 Blue Toolkit with qty of spanners and hammer
- 108 Hilka Toolkit (Yellow)
- 109 Elora Toolkit (Blue box)
- 110 Talco Toolkit with spanners and handtools (blue box)
- 111 Qty of Split Cotter Pins
- 112 Pallet of New Holland TX 34 Combine Parts
- 113 Pallet of PTO Fittings, Toe bar, pins etc
- 114 Pallet of Various Oils (Engine, Gear, Antifreeze, Transmission and Coolant Oils)
- 115 Simba Press Points and Sheer Bolts
- 116 Kramp 6mm reversible cultivator points
- 117 Weaving Drill points and bolts
- 118 Weaving Parts
- 118a 4m Kuhn Drill Parts
- 119 Protimeter Grainmaster Martin Lishman GRN
+ 3000-S Moisture Meter
- 120 Sparex Grain Moisture Tester
- 121 Wile 78 Grain Moisture Crusher
- 122 ETI Catertemp Thermal T3 Grain Thermometre
- 123 Tractor Handbooks and Manuals
- 124 Flat 8 Accumalator part (New from Suffolk Agri)
- 125 5 x Flashing Beacon Tractor Lights
- 126 Kramp Rotary Blades
- 127 1 x Filter
- 128 Wooden Box of Workshop Tools
- 129 Qty of Threaded Steel Rods
- 130 Qty of Ford Toplinks
- 131 1 x Rollover Sheets and 1 x Sugar Beet Cover
- 132 Galvanised Winch Cable with Hook
- 133 Rear Tailgate Light
- 134 Maschio Bolts, nuts and guards
- 135 Discarator Points and Parts
- 136 2 x Universal Pigtail Tines
- 137 Qty of Workshop Tools
- 138 26 Piece Driver 3/4 Square drive socket set
- 139 Draper Angle Driver 910
- 140 Truecraft Turn Hammer (Air impact wrench)
- 141 Red Box with complete sockets
- 142 Approximately Half Barrel of Ad Blue with prolube.
Viewing advised for exact amount.
- 143 Pallet of Lemken Plough Points and Parts
- 144 Box of Various Plough Parts, Nuts and Bolts
- 145 2 x Plough Parts
- 146 2 x Scatterbird Bird Scarers and Kite Scarer
- 147 Compact Tractor Logsplitter with base
- 148 Tractor Counterweight, front or rear mounted
- 149 Compact Tractor Pallet Forks
- 150 4t Grain Trailer
- 151 6t Brian Legg / Fraser Tipping Trailer with Barn Doors
- 152 Bale Spear Farm Attachment
- 153 Michelin 20.8R 38 Tyres x 2
- 154 Michelin Tyre (1) 16.9R 28
- 155 Michelin Tyre (1) 420/70 R28
- 156 Mark 3 ICI Plant Protection Backpack Sprayer
- 157 Big Team City Bicycle (NO VAT)
- 158 1 x Wheelbarrow
- 159 Pitfall Traps
- 160 Hand Saw
- 161 Galvanised Tension Wire (NO VAT)
- 162 Box of Bolts



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.

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.

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.

(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 3% 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

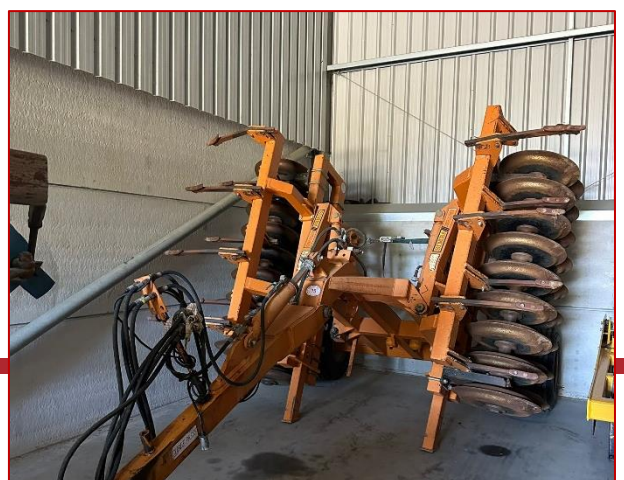
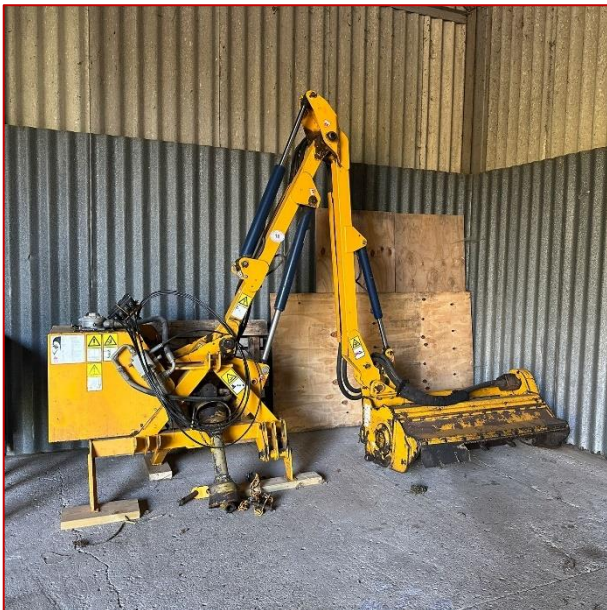
You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

(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

LACY SCOTT & KNIGHT AUCTIONEERS, October 2024



LACY SCOTT & KNIGHT

est. 1869

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