

COLLECTIVE MACHINERY AUCTION OF FARM MACHINERY & EQUIPMENT



**AT LEYLANDS FARM, MIDDLEWOOD GREEN,
SUFFOLK, IP14 5EY**

Saturday 24th June at 10 am

**Viewing day on Friday 23rd June 2023 (10am – 5pm)
and morning of the sale**

Situation

Travelling from either the East or West on the A14 take the Junction 50 exit towards Stowupland. Carry on along the A1120 through Stowupland and then turn right onto Blacksmiths Lane. The Sale Field will be found on the right-hand side after half a mile.

“To the Sale” signs will be in position on viewing and sale days and there is plenty of onsite parking.

Order of Sale

The sale will commence at 10am on Saturday 24th June 2023.

Viewings will be on Friday 23rd June from 10am – 5pm and morning of the sale.

VAT

VAT is at the standard rate will be added to the purchase price of all lots unless the vendor has specified otherwise or announced during the course of the sale by the auctioneer.

Insurance

Whilst all efforts will be made to ensure the security of the site, the vendor is still responsible for the security and insurance of lots while on the sale site, so please keep all items insured until sold.

Commission Bids

The auctioneer will be pleased to execute written commission bids on behalf of persons unable to attend the sale. You can leave a commission bid on your behalf either by email, registering through the website (www.lsk.co.uk), or alternatively telephoning the office or leave a bid after viewing the items on Friday 23rd June 2023.

Online bidding will be accessible via Ibidder and Bidspotter. Please link on page 3.

Payment

At the fall of the hammer all lots shall be the sole risk of the purchaser. Payments must be made by either Debit Card, BACS or CHAPS, within 5 working days of the conclusion of the Auction period.



IMPORTANT NOTES

1. **This Collective Auction** takes place by kind permission of A Porch & Sons at Leylands Farm, Middlewood Green.

The catalogue includes entries from many local consignors and any additional lots entered after the catalogue closing date may be included in the Late Entries section.

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 Friday 30th June 2023 and a loader tractor with operator will be available free of charge without appointment on Saturday 24th, Sunday 25th & Monday 26th June. After this date Buyers must contact Mr Porch on 01449 711210 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. Loading of moveable items after the Friday 30th June 2023 will be the purchaser's responsibility.
4. **Health & Safety:** Notices will be posted in the Sale Office and copies are available if required.
5. **Haulage:** Haulage of larger items can be arranged with various hauliers in Suffolk. Please contact the Auctioneers for further information.
6. **Number Bidding:** All prospective purchasers must complete a Buyers Registration Form and register in the office on the viewing day or morning of the sale to receive a number for bidding.
7. **Payment:** At the fall of the hammer all lots shall be the sole risk of the purchaser. Payments must be made by either Debit Card, BACS or CHAPS, within 5 working days of the conclusion of the Auction period.
8. **Hours and Mileage:** Are as at the time of cataloguing. V5 documents (where applicable) will only be supplied after clearance of funds.
9. **Lot Measurements:** All measurements are approximate and buyers are advised to check these before purchase.
10. **Conditions of Sale:** These will be posted in the Sale Office as well as being available on the Auctioneer's website.
11. **Online Bidding:** If you are not able to make the sale in person you are able to bid online via Ibidder or Bidspotter. To Register please view the links below:

Bidspotter: <https://www.bidspotter.co.uk/en-gb/auction-catalogues/lacy-scott-and-knight/catalogue-id-srlac10558>

Ibidder: <https://www.i-bidder.com/en-gb/auction-catalogues/lacy-scott-and-knight/catalogue-id-srlac10558>

SALEGROUND TELEPHONE
GRAHAM FORD – 07503 684374 or 01284 748634

Lot	Description
1	2 x Timber Chains
2	2 x Timber Chains
3	2 x Timber Chains
4	50 Metre High Pressure Jetting Hose with Nozzle
5	7 x 3m 6" Steel Road Forms
6	Blacksmiths Leg Vice
7	Blacksmiths Portable Forge
8	Engine Filters for Cummins Engine
9	Engine Filters for Kubota Engine
10	Engine Filters for Listers Engine
11	Engine Filters for Perkins
12	Engine Filters for Toyota Land Cruiser
13	Engine Filters for Dodge 100 series Perkins
14	500kg Swing Lift Vehicle Mounted Hoist
15	Stainless Steel Jizer Wash Tank with Pump
16	Vintage Rapidor Power Hacksaw
17	Ditching Bucket
18	Assorted Chrome Door Hinges
19	Sledge Hammer
20	Knapsack Sprayer and Nozzels
21	Plastic Tunnel Type Cloche
22	Large Tool Tray
23	Large Tool Tray
24	Large Tool Tray
25	Small Churn
26	Small Churn
27	Vacuum Pump Belt Driver
28	Water Pump Belt Driver
29	Wooden Toolbox containing builders trowels and floats, mower blade, draught excluder and garden...
30	Steel Door and Frames 3ft x 7ft 5ins
31	Rothenberger Brazing Torch Set
32	Set of Scaffold Frames
33	Large Engineers Vice (Record)
34	Wall Mount Antique Outside Light
35	Dowdeswell 650 Rotavator. Electric Start. Renamed Howard Gem (Spare engine)
36	Petrol Mower. Push Type
37	Metal Seed Bin
38	Metal Seed Bin
39	Header Tank with Ball Valves. Approx 500 litre.
40	Header Tank with Ball Valves. Approx 500 litre.
41	Header Tank with Ball Valves. Approx 500 litre.
42	Header Tank with Ball Valves. Approx 500 litre.
43	Tool Storage Box with Wheels.

44	Small Flat Bed Trailer Suitable for Water Tank. Approx 5ft x 8ft.
45	Hedge Cutter/ Bush Wacker. Good Working Order.
46	Go-Kart concorde frame
47	Emergency eye wash station
48	2 short Claas dividers
49	160 Claas Chopper, lifter and spares
50	Narrow wheels 9.5x48 and 750x20
51	Pair of dual wheels 18.4x38
52	Trelleborg wide front wheel 400x17.5
53	SPARE
54	SPARE
55	10kVA single/3 phase P.T.O Generator
56	Pramac P6000 6KVA Diesel Generator
57	Twin Cylinder Diesel Compressor
58	Zetor ZTR-165 Drum Hay Mower
59	Pair of rear row crop wheels. MF centres. 9.5-44. 65% good.
60	Set of 4 row crop wheels. MF centres. 2 x 9.5R36. 2 x 11.2R48. 75% good.
61	Quantity of Straps and Ratchets
62	Rocket Concrete Block
63	Rocket Concrete Block
64	Rocket Concrete Block
65	Rocket Concrete Block
66	Rocket Concrete Block
67	Rocket Concrete Blocks
68	Concrete Rocket Block
69	10ft Alfabloc
70	10ft Alfabloc
71	10ft Alfabloc
72	10ft Alfabloc
73	10ft Alfabloc
74	10ft Alfabloc
75	10ft Alfabloc
76	10ft Alfabloc
77	10ft Alfabloc
78	10ft Alfabloc
79	Newgate Electric Security Barrier
80	Matbro Carriage and Forks
81	Truck tyres on Rims - Artic
82	Forklift Wheels and Tyres
83	Forklift Wheels and Tyres
84	Forklift Wheels and Tyres
85	Forklift Wheels and Tyres
86	DAF XF Wheels x 2
87	DAF XF Wheels x 2
88	DAF XF Wheels x 2
89	Vauxhall Movano Panel Van Reg:DPI6 FYN. 2016. Deisel. 96,000 miles. MOT Expiry: 27/10/23. For...

90	TCM Gas Forklift. 2002.
91	Roller Shutter Door. 4.4m wide. Olive Green. No barrel. Unused
92	Roller shutter door. 4.4m Wide. Olive green. No barrel. Unused.
93	Wright rain H3C water pump. 3 point linkage PTO driven.
94	10 x Mid rollers for John Deere 8000 Series Twin Track Crawler
95	Michelin Agribib tyre on rim. 18.4R38. Good tread. Ex John Deere 6430 rear.
96	2 x Michelin Agribib tyres on rims. 16.9R24. Good tread. Ex John Deere 6430 fronts.
97	Tri-axle low loader trailer. Hydraulic front loading ramp. Air brakes. 32ft long.
98	1m Wooden Gate. New/Unused
99	1m Wooden Gate. New/Unused.
100	3m Wooden Gate. New/Unused.
101	3m Wooden Gate. New/Unused.
102	50 Machine Turned Fencing Stakes. 2.4m. New.
103	115 Machine Turned Fencing Stakes. 2.7m. New.
104	Cooper Subsoiler
105	Pair of Super Single Wheels
106	Sheep Weighing Scales
107	Modified Gear Box 100 PTO
108	Forestor Firewood Processor
108a	Muck Fork with grapple and Claas Fittings (needs 1 new ram and 1 hydraulic pipe)
109	Single Leg Subsoiler
110	2016 Dragone 2m Flail/Mulcher. Front/Rear. Hyd Offset. Very Good Condition.
111	2018 Kilworth 5" Tipping Transport Box. Very Good Condition.
112	Kilworth Pressure Post Hole Borer. Comes with 10x7" Augers
113	Protech P220 Loader Mounted Post Knocker. Manitou Brackets. Very Good Condition.
114	Twose Transport Box
115	Roller Door - Manual
116	Roller Door - Manual
117	Total Stop Hot Water Pressure Washer
118	Truckman Canopy for Ford Ranger
119	Set of 4 Ranger Wheels and Tyres
120	BAC Toe Tip Grain Bucket
121	Charnwood 200l Single Phase Compressor
122	Kraftech Generator
123	Stiga Villa Royal Lawn Mower
124	Parmiter Hyd Folding Seed Harrows
125	25ft Straw Trailer - Lorry Conversion
126	40ft Flat Lorry Trailer
127	Trailer (Homemade) Length 3920mm x Width 1250mm. 4 wheels. Ramps. Winch. 1700kgs. Overall length...
128	Ifor Williams Plant Trailer. Length 2500 x Width 1250. 4 Wheels. Ramp. 2500kgs. Overall Length
129	Lely 2.8m mower for spares or repair
130	Ifor Williams DPI20 livestock trailer 12ft
131	Two Furrow Plough
132	650/6s R42 Tyres. 25% Tread.
133	Cement Mixer
134	Simplicity Ride on Mower

135	Bomford 9ft Topper
136	Kawasaki Mule 2510. Reg: AY51 HYL. 806 hours. Diesel.
137	Massey Ferguson Front Loader
138	14 Rings & C/W A Frame
139	Metal Staircase on Wheels
140	Port Agric 9' Topper
141	Lemken VarioPack Furrow Press.
142	Kverneland Combinator 2 . 4m. Hydraulic folds to 3m.
143	Classic Ransomes TS 84 Reversible Plough. 4 x 14". Handle Turnover.
144	Griffiths 8t Tipping Trailer. Brakes, Lights and Auto Tailgate.
145	Ransomes 300 S Reversible Plough. 4 x 14".
146	Team Alpha Sprayer 800l. Mounted Sprayer. 12m. Electric Controls - unused.
147	SPARE
148	Qty of Grain Ducting
149	Simba 2B 4.5m Discs
150	Howard 1.5m Rotavator
151	Sutton road brush
152	Dowdeswell 6 Furrow Press
153	Kuhn 4m Power Harrow with crumbler and flexi coil packer. 2010.
154	Iseki SXG Ride On Lawnmower 15. 40" cut.
155	John Deere X304 Ride On Lawnmower AWD 42" cut
156	Drum of Oil. EP100
157	Drum of Oil. EP200
158	1 x Oil Drum Drip Stand Tray
159	1 x Oil Drum Drip Stand Tray
160	Oil Drum Drip Stand Trays
161	5 x Sheep Hurdles
162	5 x Sheep Hurdles
163	5 x Sheep Hurdles
164	Shelving
165	Old Bandsaw Frame
166	Cousins Subsoiling Trash Disc Set (2021)
167	Gregoire Besson Subsoiler legs, wing and points
168	5 x Portek Gas Bird Scarer. In working order.
169	4 x Sheep Hurdles
170	Andrews Gas Heater Blower
171	Bentall R515 Electric Fan
172	Kongskilde 10hp (50/100) Electric Fan
173	Kongskilde 10hp (50/100) Electric Fan
174	Large A Frame with Lift Pulleys
175	Brick Lift
176	2500 Litre Used Tank. Good Condition.
177	2500 Litre Used Tank. Ok Condition.
178	4m Maschio Power Harrow
179	2500l Used Tank (In good condition)
180	2500l Used Tank (In good condition)
181	10,000 Litre Tank (used but in good condition)

182	Sutton CH230 Road Sweeping Brush. Year 2001.
183	Caravan
184	Caravan
185	Massey Ferguson 6150. Reg: P672 7DX. 6808 hours.
186	Terra Tyres. Flotation Goodyear 66 x 43 x 25.
187	Thermobile TA50 Heater Blower
188	Tyres x 2
189	Tyres x 2
190	Tyres x 2
191	Tyres x 2
192	SPARE
193	SPARE
194	SPARE
195	SPARE
196	SPARE
197	SPARE
198	SPARE
199	SPARE
200	SPARE
201	SPARE
202	SPARE
203	SPARE
204	SPARE
205	SPARE
207	International B275 Tractor. Starts and runs
208	Grey Ferguson Tractor. New back tyres and no V5
209	Massey Ferguson 797 Plough
210	Massey Ferguson 797 Plough
211	Ransomes TS84 3 Furrow Reversible Plough
212	Sitrex HM 300 Haybob
213	Ransomes TS84 3 Furrow Plough fitted with Bar Points
214	Dragonwire Chain Link Fencing. 12.5m Length. 1.8m Wide.
215	Dragonwire Chain Link Fencing. 12.5m Length. 1.8m Wide.
216	Metal Garden Swing Seat. 1.92m x 2.25m wide.
217	18 x Galvanised Angle Iron Stakes 2.4m
218	Tower Scaffolding. 7 Boards, 10 Sections, Wheels and Ladders.
219	2 x Parkside Sander and 1 x Garden Strimmer
220	Wooden Garden Tools and 2 x Wooden Kitchen Stools
221	W.T.Avery Scales
222	Marble Washstand Top
223	3 x Rolls of Electric Rabbit Fencing
224	10 x Metal Sheets 1.8m x 1m
225	Quad Bike Sprayer and 3m Boom
226	2 x Metal Cabinets (with Keys)
227	Ransomes Marquis Motor Mower with Grass Box 18" (With Original Instructions)
228	Ransomes Marquis Motor Mower with Grass Box 18"
229	Ransomes Matador Motor Mower with Grass Box 20"
230	Thule Roof Box. Approx 33" x 96".

231	Bulldog Centaur Wheel Clamp.
232	SPARE
233	SPARE
234	SPARE
235	2 x Vintage Saws (1 x Husquvana, 1 x McCulloch)
236	2 x STIHL Chainsaws. (1 x STIHL 011 AV Quickstop. 1 x STIHL Farm Boss 038 AVS electronic...
237	Roughneck Logger's Mate Cutting Bench. Unopened and Unused.
238	Land Rover Sanky Mk3 Trailer
239	Wooden Car Trailer
240	Vintage Cart
241	Vintage Wooden Cart
242	2 x Heavy Blocks
243	John Deere CR125 Automatic Ride On Lawnmower in full running condition.
244	Single Axle Heavy Duty Plant Trailer.
245	SPARE
246	SPARE
247	SPARE
248	Spring Tine Cultivator
249	Ifor Williams Trailer in Very Good Condition. No Ramps.
250 - 300	SPARE LOTS

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 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 Lot of 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.
- (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(ii) 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 is charged at 3% plus VAT

20 INTERNET SURCHARGE

Any Bidding online will be charged with an additional online charge of 2% plus VAT.

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.

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

**LACY SCOTT & KNIGHT, AUCTIONEERS,
JUNE 2023**

LACY SCOTT & KNIGHT

est. 1869

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