

Farm Machinery Dispersal Auction



AT Lower Farm, Barking, The Tye, Suffolk
ON Behalf of Mr M Smith

10am Saturday 27th November 2021

On View Day Prior 12 Noon – 4pm & Morning of the Sale

BidSpotter.co.uk

i-bidder.com

Background

The sale arises due to Mike Smith's retirement as he is now in his 70th year and is the third generation of his family to hold the tenancy at Lower Farm, which originally commenced in 1949.

As a result, 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 from neighbours.

Viewing

Viewing days will be held **on Friday 26th November & morning of the sale from 12 noon – 4 pm.**

Situation

Lower Farm, Barking is situated around 2 miles East of Wattisham Airfield and 3 miles South West of Needham Market.

The farm lies just outside on the southern edge of the village of Barking located in The Tye. Travelling off the A14 through Needham Market heading south on the high street, turn onto Barking Road (B1078) to head South West following it into Barking. Continuing to follow the B1078 round the playing fields to head West. As the road bends to the left two, the turning for the farm will be the second right hand turn which is a small single lane and will be sign posted with our signs. **Postcode for the farm is IP6 8JD.**

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 **10am Saturday 27th November 2021.** Online Bidding via **ibidder.com** and **bispotter.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

There is no Buyers Premium.

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 (01284 748634) after viewing the items on Friday 26th & morning of the sale.

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 Machinery Auction** takes place on behalf of Mr M Smith at Lower Farm, Barking.
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 3rd December 2021 and a loader with operator will be available free of charge for loading heavier lots without appointment on the day of the sale, 28th & 29th November. After this date Buyers must **contact Michael Smith on 07889048542 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

SAM GIRLING - 07771727117 or 01284 748639

PETER CRICHTON – 07721094994 or 01284 701304

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-srlac10461>

BidSpotter - <https://www.bidspotter.co.uk/en-gb/auction-catalogues/lacy-scott-and-knight/catalogue-id-srlac10461>

IMPORTANT NOTICE (ACCESS AND PARKING)

- Access to the sale is via a long single-track roadway with very few passing places
- Please ensure that no vehicles are leaving or travelling in the opposite direction before entering the farm roadway or congestion may arise
- If the weather is wet, access and parking spaces may be affected especially for 2WD vehicles and those with trailers
- Please follow all instructions by the auctioneer's staff and signs



1. Wheels x 4 (Off Nissan Navara) 18" 225/60R/18
2. Socket and Tools
3. Qty of Spanners
4. Qty of Sundry Water Pipe Fittings
5. Kinzo Angle Grinder
6. Hitachi 110v Angle Grinder
7. Siegen 115mm Angle Grinder
8. Unimig GM 100 Seaky Welder
9. Qty of Chains
10. Qty of Sack Barrows
- 10a. 8 x 50kg John Deere Front Weights
- 10b. Qty of Vintage Hand Tools
- 10c. Misc Tractor Parts
11. 4 x Vehicle Stands
12. Pair of Vehicle Ramps and Rolling Car Creeper Trolly
13. Heavy Duty Jack
14. Engine Stand with Engine Support
- 14a. Tyre Remover
- 14b. Vehicle Beacon Bar
15. Metal Workbench with Vice & Drill
- 15a. 2 x Vice
16. Metal Workbench with 3 x Vice's
- 16a. 2 x Hydraulic Oil Drum 1- New 2- Part used
- 16b. Bottle Jack
- 16c. Heavy Duty Chain
17. Wheeled Workshop Steps
- 17a. ScatterBird MK II Bird Scarer
18. Cirrus 34050 Airmate 3HP Air Compressor
- 18a. Gerni 410 Pressure Washer
19. Wilms Workshop Heater with Control Box
20. Metal Cabinet
21. Wooden Closet and Metal Cabinet
- 21a. Dining Room Table & Chairs
- 21b. Chest of Drawers
- 21c. Telephone Table Cupboard
- 21d. Tilley Lamp
- 21e. Dining Chairs
- 21f. Two Armchairs
- 21g. Gun Cabinet with No Keys
22. Lockable Spray Storage Container
23. 20ft Container
24. Qty of Face Shields and Sundries
25. Spare Lot
26. Diesel Tank (Bunded) 2700 EWV (2635 Litres) (No electric pump)
27. Electric Fuel Pump
28. Steel Framed Bench
- 28a. Qty of Work Lights
- 28b. Qty of Heat Lamps
29. McCulloch Titan Strimmer
30. Allen Pro 37 Brushcutter Strimmer
31. Strimmer and Handheld Electric Hedge Cutter
- 31a. LawnMaster MT330 with Interchangeable Heads
32. Sachs Dolmar Chainsaw (In Working Order)
33. Sachs Dolmar Chainsaw & Husqvarana 225H Hedgecutter (Both in need of repair)

34. Husqvarna CTH 160 Ride on Lawn Mower
35. Husqvarna 760 Series LC53B Lawnmower
- 35a. Wolseley Merry Tiller Rotavator
- 35b. Wolseley Merry Tiller Rotavator
- 35c. 4Power C100 Whacker Plate (In Need of Repair)
36. Mountfield Lawn Mower
37. Hayter Rough Cut Lawn Mower with 8HP Briggs & Stratton Engine
- 37a. Allen Shredder Leaf Chipper
- 37b. 4 x Rolls of Bale Twine
38. Lean to Greenhouse
- 38a. Qty of Bricks
- 38b. Qty of Bricks
39. Scrap Metal
40. WITHDRAWN ITEM
41. 4 x Steel Tanks
42. 4 x IBC Tanks
43. Qty of Pig Troughs
44. Cattle Crush
- 44a. PTO Cement Mixer
- 44b. Bag Lifter Loader Attachment
45. 2 x Heavy Duty Field Gates
- 45a. Qty of Wooden Gates
46. Ifor Williams 10ft Plant Trailer
47. Flatbed Car Trailer
48. Car Trailer
49. WITHDRAWN ITEM
50. Spare Lot
51. Work Hut
52. Work Hut
- 52a. Qty of Post & Rail Fencing with Gate
- 52b. Qty of Post & Rail Fencing
- 52c. Qty of Post & Rail Fencing
- 52d. Qty of Post & Rail Fencing
- 52e. Wooden Manger
53. Dual Wheels 3.8/8/R36 (12/46 on Back)
54. Dual Wheels 18.4 R38
55. Digger Wheels 16.3-28 Firestone
- 55a. Pair of Terratyre Wheels
56. Row Crop Wheels (Rear 12.4R46)
57. Grain Spears and Fans
58. Pig Tail Cultivator Spare Tines
59. 2 x Metal Troughs
- 59a. Metal Cabinet
60. International Harvester 884 Sundry Parts
- 60a. Nissan D22 Spares
- 60b. Spring Tine Cultivation Spares
- 60c. Electric Fencing with Wire & Energisers
- 60d. Qty of PTO Shafts
- 60e. Dowdeswell Spare Parts
- 60f. Qty of Welding Parts
- 60g. Qty of Towbar Hitches & Wheel Arches for Trailer
- 60h. 1 x Drawbar
- 60j. Dowdeswell Skimmer Stalks
- 60k. Ransome Plough Parts

- 60l. Qty of Subsoiler Parts
- 61. John Deere Combine Side Knife
- 61a. Sundries
- 61b. Pair of Goodyear Wrangler 31X1550-15LT
- 61c. Pair of Goodyear 9.00-16
- 61d. 4 x Michelin 205/80R16 x PC (2 Tyres on Range Rover Rims)
- 61e. 3 x Goodyear 7.50-10
- 61f. 2 x Tractor Front Weight Housing
- 61g. Wheel Weight & Front Weight
- 61h. Tractor Weight Box
- 61j. 2 x Tractor Weight Box
- 61k. 10 x Weight Blocks
- 61l. 10 x Weight Blocks
- 61m. Barn Scales with Weights
- 61n. Metal Water Tank
- 61p. 2 x Metal Water Tank
- 61q. 2 x Metal Water Tank
- 62. Vicon Fertiliser Spreader
- 63. Vicon Fertiliser Spreader
- 64. JCB Headstock Mount Adapter
- 65. Extension Tines
- 66. Stocks Slug Pelleter
- 67. 2 x Engines
- 68. 2 x Plastic Tractor Door Protection for Hedge cutting
- 69. Bomford Supertrim Hedge Cutter
- 70. Bomford Hedge Cutter
- 71. Bomford Supertrim 470 Hedge Cutter
- 72. Cranworth Topper (Approx. 6ft)
- 73. Twose Heavy Duty Topper
- 74. Unifarm CM166 Drum Mower
- 75. Lely Lotus 300 Combi Tedder
- 76. Jones Small Bale Baler
- 77. Berthoud STIC/AR 12m Sprayer (Incomplete)
- 78. Berthoud 12m Sprayer
- 79. Berthoud Autoregleur 1000l 12m Sprayer
- 80. Lely Supabowl 24 Centreliner Fertiliser Spreader
- 81. Amazone ZA-M Compact Fertiliser Spreader
- 82. Cook Bale Sledge
- 83. Cook Flat 8 Bale Grab
- 84. Spare Lot
- 85. Spare Lot
- 86. Smith's Single Leg Subsoiler
- 87. John Deere 2 Leg Subsoiler
- 88. Drill Linkage
- 89. Massey Ferguson 15ft Pig Tail Cultivator
- 90. Ransomes Trailed 9ft Discs
- 91. 5 Leg Chisel Plough with Spare Depth Wheels
- 92. Blench 10ft Pig Tail Cultivator
- 93. 3 Leg Subsoiler
- 94. Set of Cambridge Rolls
- 95. Set of Cambridge Rolls
- 96. Lely 300-35 3m Power Harrow with Linkage for Drill Attachment
- 97. Howard 3m Power Harrow
- 98. Maschio 4m Power Harrow

99. WITHDRAWN ITEM
100. Farmforce Front Mounted Cast Iron Ring Press with Front Mounting Frame for Tractor
101. Massey Ferguson 510 4m Drill
102. Sulky Reco 3m Drill
103. 4 Furrow Dowdeswell Reversible Plough
104. 4 Furrow Dowdeswell Reversible Plough
105. 4 + 1 Furrow Dowdeswell Reversible Plough
106. 4 Furrow Ransomes 109 Reversible Plough
107. 5 Furrow Dowdeswell DP7D Reversible Plough
108. Artic Bogie and Trailer
109. Flatbed Turntable Steering 22ft Trailer
110. Dual Axle 18ft Tipping Trailer with Tyres
111. 6 Flat Bed Straw Trailer
- 111a. Qty of Telegraph Poles
112. Lorry Tipping Trailer
- 112a. 56 Bale Carrier Trailer
113. 4t Muck Trailer
114. 4t Grain Trailer
115. 6t High Tip Trailer
- 115a. Kerridge Trailer
116. Grain Trailer
- 116a. 8t Griffiths Grain trailer
- 116b. Corniche Swift 14/4 Caravan
117. Ferguson 2 Wheel Tipping Trailer
- 117a. WITHDRAWN ITEM
118. Spare Lot
119. Spare Lot
120. Nissan Navara 2.5 Pickup (2004). Leather Interior. 116,427 Miles. Reg: FA04 FDX. 11 Months MOT
121. John Deere 2320 HST Compact Tractor. 759 Hrs. 3 Point Linkage. 4x4. Reg: AY59 AVK. Rear PTO. (Includes Port Agric Gladiator 125 2006 Rotavator)
122. JCB 3C 2WD Loader Backhoe. 5,917 Hrs. Reg: KVR 978V. No V5
123. JCB Loadall Telescopic 520 4. Includes Tines. Reg: DCA 982X. 3,378 Hrs. Engine Needs Repair
- 123a. Grain Bucket with JCB Brackets
- 123b. Grain Bucket with JCB Brackets
- 123c. Browns Bale Spike for JCB Loadall
124. Ferguson T20 (Derv)
- 124a. International Harvester 884 Flatdeck 2WD. 3,570 Hrs. Reg: PGV 815W
- 124b. International Harvester 674 with Front Loader & Attachments. 14,741 Hrs at 1,886 RPM. Pickup Hitch. Reg: SBJ 461W
125. McCormick MC120 Tractor with Bomford C4414P Front Loader. 6,486.2 Hrs. 3 Spools. Reg: AY04 CWL
- 125a. Hydraulic Toe Tip Bucket
- 125b. General Purpose Bucket
- 125c. Browns Flat 8 Bale Grab
- 125d. Lawrence Edwards Round Bale Squeeze
126. McCormick MC135 Power 6 Tractor. 5,000 Hrs. 4 Spools. Front Weights. Reg: AY53 EBU
127. Collection of Electric Motors
128. Oxford Oil Cooled Arc Welder
129. Old Rig Welder
130. Amazone ZA-M Fertiliser Spreader
131. Nodet DPS 12 Fertiliser Spreader
132. Monozem 6 Row Sugar Beet Drill
133. Round Bale Trailer Self Loading and Unloading
134. Root Bucket Feeder

135. Hunt Roller Mill
136. Sisis Grass Seeder - Engine Needs Attention
137. Winget Articulated Dumper Hydraulic Tip - Good Runner
138. 7' x 14' Flat Car Trailer
139. John Deere 2130 2WD. Approximately 4000 hours. (1975)
140. Row Crop Wheels, front 9.5 x 28 8 stud 275mm pcd 220mm centre
141. Rear Rowcrops 9.5' x 44' 8 stud 200pcd centre hole 152.5mm
142. Pair of 520/85-42 Continental Tyres
143. Pair of Wheels and 18.4/78 - 38 Tyres
144. Rabewerk 5 Furrow Press
145. Rabewerk 5 Furrow Press
146. Tip Toe Bucket with JCB Brackets
147. Berthoud Alba 24 Meter Trailed Sprayer (1992)
148. 3m McConnel Seedaerator Striptill Drill (2017)
149. Sulky X36 Fertiliser Spreader with Weight Cells
150. New Holland TX34 Combine Harvester (1987). Approx 3,500 Hrs. 17 Foot Header. Self-Levelling Sieves. Reg: E397 UWG. Four Speed Manual Gearbox. New Rasp Bars Fitted on Drum
- 150a. Volkswagen Polo Coupe Boulevard (1993). 67,299 Miles. 1.0l. MOT till Nov 2022
151. Small Plant Machinery Trailer
152. 5 x 100v Flood Work Lights
153. Qty of Wire Cables
154. Qty of Wire Cables
155. Qty of Wire Cables
156. Ford 6010 Engine (From Working Tractor)
157. 63 x 3m Plastic Pipes
158. 500l Air Tank Missing Motor
159. 12.4/R32 Tractor Tyre
160. Aluminium Boat
161. 2 x Metal Gates
162. Coreing Machine
163. Conveyor (3 Phase)
164. Hydraulic Ram
165. Forklift Wheel/Tyres
166. Qty of 110v Cables and Lights (Not in Working Order)
167. Qty of 110v Lights (Not in Working Order)
168. Qty of 110v Work Lights
169. Collin Teleporter with Bucket & Tines
170. WITHDRAWN ITEM
171. 3 Phase Fan
172. 2 x Old Woodburners
173. 2 x 100v Extension Cables
174. AS Marston 8t Tipping Trailer
175. Kidd Fymax Muckspreader (Spares or Repair)
176. Qty of Plough Parts and Other Wearing Metal
177. Brush A.C PTO Generator. 10 K.V.A. 3 Phase
178. Flatbed Trailer
179. Pup Rolls
180. Spring Tine Harrows
181. 2 Wheeled Trailer
182. Rowcrop Wheels 8.3-44
183. 5m Hydraulic Folding Kongskilde Seed Bed Germinator
184. Qty of 4ft Grain Bin Mesh
185. 2 x Galvanised Water Butts
186. Lely Acrobat Hayturner

- 187. 1 x Cambridge Roll Pups
- 188. 1 x Cambridge Roll Pups
- 189. 1 Roll of 6ft Tall ex Grain Bin Roll
- 190. 4 End Loader Krane Extension
- 191. 40 Gallon Barrell Trolley
- 192. 3 x Grey Ferguson Front Wheels
- 193. Chain Block and Tackle Double Acting
- 194. Qty of Heavy-Duty Chains
- 195. Shepherd Hut Wheels
- 196. Kranzle Power Washer with 2 Extra Nozzles
- 197. Hand Operated Pump for Barrell
- 198. Spray Gun
- 199. Suzuki Eiger Quad Bike
- 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.
- (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

There is no Buyers Premium.

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.

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 & PETER CRICHTON, AUCTIONEERS, November 2021





LACY SCOTT & KNIGHT

150 YEARS est. 1869

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