

## Farm Machinery Dispersal Auction



AT Shadwell Estate, Nunnery Stud,  
Euston, Thetford, IP24 2QE

ON Behalf of Shadwell Estate

**Saturday 23<sup>rd</sup> July 2022 at 10am**

On View Day Prior **10am – 5pm & Morning of the Sale**

**BidSpotter.co.uk**

**i-bidder.com**

## Background

The sale is being carried out on behalf of Shadwell Estate.

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

## Viewing

Viewing day will be held **on Friday 22<sup>nd</sup> July 10am – 5pm & morning of the sale.**

## Situation

Shadwell Estate, Nunnery Stud is located 3 miles north of Euston Hall and 1 mile south of Thetford.

Travelling from Bury St Edmunds turn off the A14 onto the A134 to head north through Fornham St Martin onto Ingham. Continue on the A134 after Ingham for 6 miles to approach Barnham, at the traffic light cross roads turn right into Barnham onto The Street. Continue to follow this and turn left at the junction onto Thetford Road (A1088), follow this for 2.5 miles. Going past the first gated entrance into the Nunnery Stud, Take the next left into the Nunnery Stud for horseboxes and deliveries where our signs will be. **The postcode is IP24 2QE.**

## 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 23<sup>rd</sup> July 2022.** Online Bidding via **ibidder.com** and **bidspotter.co.uk**.

## VAT

VAT and an internet surcharge at the standard rate will be added to the purchase price of all lots unless the vendor has specified otherwise announced

during the course of the sale. Items in the catalogue marked with a # are not subject to VAT.

## Buyer's Premium

Buyer's Premium will be charged at 2.5% plus VAT.

## 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 (<https://agriculture.lsk.co.uk/upcoming-auctions/>), or alternatively telephoning the office or leave a bid (01284 748634) after viewing the items on Friday 22<sup>nd</sup> July & morning of the sale.

## Online Bidding

Live online bidding will be taking place via [ibidder.com](http://ibidder.com) or [bidspotter.co.uk](http://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 funds.

## 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 Shadwell Estate at Nunnery Stud, Euston, Thetford.
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 30<sup>th</sup> July 2022 and a loader with operator will be available free of charge for loading heavier lots without appointment on the day of the sale, 24<sup>th</sup> & 25<sup>th</sup> July. After this date Buyers must **contact Chris Jones on 07932 383121 or Evan Davis on 07707 793108 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. **We do not offer delivery or postage of items.**
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](http://www.lsk.co.uk)

**Payment:** No lot will be removed from the site until funds have cleared. 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, within 5 working days of the conclusion of the Auction period. Unless this procedure is followed items may not be removed.
7. **Hours:** Are as at the time of cataloguing. V5 documents (where applicable) will only be supplied after clearance of payments
8. **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**

**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-srlac10496>**

**BidSpotter – <https://www.bidspotter.co.uk/en-gb/auction-catalogues/lacy-scott-and-knight/catalogue-id-srlac10496>**

<b>Lot Number</b>	<b>Description</b>
1	Stihl Long reach hedger (Asset No:WO280)
2	Kawasaki TF22 Hedgecutter (Asset No. 272)
3	Danarm TU-26 Brushcutter (Asset No. 275)
4	Danarm VS256-TLE27 Brushcutter (Asset No. 590)
5	Stihl FS360C Brushcutter
6	Stihl FS400 Brushcutter
7	Stihl FS400 Brushcutter (Asset No. 298)
8	Stihl FS400 Brushcutter
9	Stihl FS400 Brushcutter
10	Stihl FS400 Brushcutter (Asset No. 322)
11	Stihl FS400 Brushcutter
12	Stihl FS400 Brushcutter (Asset No. 340)
13	Stihl FS400 Brushcutter (Asset No. 291)
14	Stihl BR420 Blower (Asset No. 270)
15	Stihl BR420 Knapsack Blower (Asset No. 314)
16	Stihl BR420 Knapsack Blower (Asset No. 288)
17	Stihl knapsack Blower (Asset No. WO292)
17a	Stihl Knapsack Blower (No:WO294)
18	Portable Air Compressor (1998)
19	Stiga Pro 51S Mulching Mower
20	Honda HRH 536 QXE Mower (Asset No. 240)
21	Honda HRH 536 HXE Mower (Asset No. 241)
22	DR All Terrain Mower
23	Billy Goat SV50 HR (Asset No. 608)
24	Billy Goat KD505HS (Asset No. 612)
25	Billy Goat KD502 (Asset No. 619)
26	Billy Goat KD510 (Asset No. 621)
27	Billy Goat KD511H (Asset No. 623)
28	Klime-Ezee Workshop Mobile Steps (in need of repair)
29	Drimee Heated Horse Rug Stand 240v
30	Drimee Heated Horse Rug Stand 240v fits 3 Rugs
31	Pair of Continental 420/85R30 Tyres
32	K'archer HDS 7/10-4M Pressure Washer (2010)
33	K'archer HDS 745 Pressure Washer on Trailer
33a	K'Archer 7/10-4M Pressure Washer and Trailer.
34	Circuiteer II Cattle Dryer (2010)
35	Ring Feeder
35a	Feeder
36	Ring Feeder
37	Ring Feeder
38	2x Ring Feeder's
39	2x Free Standing Feeders
40	2x Free Standing Feeders



41	IAE Calf Creep Feeder with Tractor Mountings
42	Calf Creep Feeder with Tractor Mountings
43	Watson Feeder with Tractor Mountings
44	Watson Feeder with Tractor Mountings
45	Watson Calf Creep Feeder
46	Watson Calf Creep Feeder
47	Watson Calf Creep Feeder
48	Qty of Galvanised Gates
49	Qty of Galvanised Gates
50	Qty of Galvanised Gates
51	Qty of Galvanised Gates
52	Qty of Galvanised Gates
53	Qty of Galvanised Gates
54	Qty of Galvanised Gates
55	Qty of Galvanised Gates
56	2x IBC Tanks
57	Cattle Crush
58	Lodden Cattle Crush
59	Cattle Crush
60	Bateman SuperScoop MKII Cattle Crush with Weigher
61	Armstrong & Homes Mobile Livestock Handling System
62	Bauer Rain Boy Irrigator
63	Bauer 65-230d Irrigator
64	Bauer 65-230d Irrigator
65	Qty of Galvanised Irrigation Piping (Approx. 47 Pipes)
66	Garmet Skip
67	Garmet Skip
68	Garmet Skip
69	Garmet Skip
70	Garmet Skip
71	Garmet Skip
72	Garmet Skip
73	Garmet Skip
74	Garmet Skip
75	Sutton Muck Skip
76	Sutton Muck Skip
77	Sutton Muck Skip
78	Terra Vac Stud 40 for Spares or Repair
79	Terra Vac Stud 40 Suction Cleaner (2010)
80	Item Withdrawn
81	Pedestrian Spreader
82	Wessex FS270T Spreader (2014)
83	Kilworth XL400 Fertiliser Spreader (2015)
84	Vicon 802 Tail Wag Spreader
85	Lely Centreliner Super Bowl Spreader
86	Cousins 2m Pig Tail Harrow with Crumbler Bar

87	Flemming Hydraulic Folding Flat Bar Levelling Harrow
88	BLEC AG96 Agrivator
89	Maschio Rotavator - NO VAT
90	Brian Legg Bowser (1990) not Watertight
91	Marshall Vacuum Tanker (2003)
92	Cundey Wood Peeler
93	Kverneland Mounted Harrow
94	Ransomes Disc Harrow (1991) not Including Weights
95	6x Tractor Weights
96	6x Tractor Weights
97	Atlas 1300 FDA Bunded Fuel Tank with a 240v Dispensing Pump (Previously been used for storage of...
98	Mounted Tractor Grader
99	Withdrawn Item
100	Olema Poly Layer (2009)
101	Tomlin 2.5m Spring Harrow (2013)
102	Withdrawn Item
103	Einbock Grass Harrow Hydraulic Folding
104	Opico 6m Hydraulic Folding Grass Harrow with Seeder
105	Opico Sward Slitter (2018)
106	Carre Prairial 3m Slitter with Harrows (2016)
107	Kidd Flat Roll
108	Broadwater Flat Roll
108a	Broadwater Flat Roll
109	Vaderstad Rib Rolls (1990)
110	Opico 4.5m Cambridge Rib Rolls (2016)
111	Opico 4.5m Cambridge Rib Rolls (2016)
112	Suton Hydraulic Yard Sweeper on 3 Point Linkage
113	McConnel H/B SR420 4.2m Topper (2010)
114	Bomford Tri-Wing 4600 Topper (2011)
115	Kverneland KD853 (2011)
116	Homemade Feed Trailer
117	Trailer Chassis - NO VAT
118	Peter Allen Feed Trailer with Auger - NO VAT
119	Roadworkers Trailer
120	6x4 Pauls Trailer (2018)
121	Temared Eco 2010 Single Axle Trailer (2019)
122	Ifor Williams TT105G High Sided Tipping Trailer
123	Ifor Williams TT2515 High Sided Tipping Trailer
124	Dual Axle Flatbed Trailer - NO VAT
125	Bale Trailer
126	Wootton Flat Bed Tipping Trailer
127	Brian Legg 4 Wheel Flatbed Trailer on Turntable
128	Legg Bale Trailer (1991)
129	Marshall Trailer (2001)
130	Marston CM25 Tipping Trailer

131	Marston DS5 Tipping Trailer
132	Marston DS5 Tipping Trailer (2013)
133	Brian Legg Tipping Trailer with Drop Down Sides & Barn Doors
134	Brain Legg High Sided Tipping Trailer with Barn Doors
135	Brian Legg Tipping Trailer with Barn Doors
136	Richard Western 10t High Tip Muck Trailer
137	Eldiss Gulf Stream 2000 Caravan. Electrics and gas not tested. Inside plumbing of the caravan...
138	Toyota RAV 4x4 (2002) Reg No. MJ02 PFU
139	Isuzu Rodeo Pickup (2006) Reg No. AO56 AHL
140	Renault Horsebox (2005) 62,508 Miles Reg No. LK05 FDU
141	Withdrawn Item
142	Olympic CX Iveco D 35C12 Horsebox (2008) Reg No. HX58 HYC
143	Cushman Hauler 800E Golf Buggy (2016)
144	John Deere XUV 850D Gator (2009)
145	John Deere XUV Gator (2009) Reg No. GX09 AKF
146	Kawasaki 410 Trans Mule (2011) 6,019 Hrs Reg No. EU11 BKF
147	Kawasaki 410 Trans Mule (2012) 1,513 Hrs Reg No. EU12 BWO
148	Polaris Double Cab Ranger (2013) 900cc 227 Hrs Reg No. AV63 UUZ
149	John Deere F1145 Mower
150	John Deere 1445 Mower (2014) 3,252 Hrs Reg No. AV14 EVN
151	John Deere 1570 Mower with 62" Front Deck (2015) 1,177.6 Hrs Reg No. AX15 CPK
152	Merlo 32.6 Telehandler (2012) 5,706 Hrs Reg No. AU62 BWB
153	Merlo 32.6 Telehandler (2012) 4,456 Hrs Reg No. AU62 BWK
154	Merlo 33.7 Telehandler (2017) 3,331 Hrs Reg No. AU67 BJE
155	Merlo Bucket (2003) Model. MER BKT200020 1500L Capacity
156	Albutt Platform (2007)
157	Albutt Double Man Platform (2013)
158	Strimech 3 Man Platform (2018) with Merlo Brackets
159	Albutt Double Bale Spike (2013)
160	Massey Ferguson 240 Tractor (1999) 3,222 Hrs Reg No. S113 UCL
161	Massey Ferguson 350 Tractor (1989) 4,202.9 Hrs Reg No. F296 ANG
162	Withdrawn Item
163	Massey Ferguson 4360 Tractor (2002) 4,650 Hrs Reg No. A052 OLA with Recent New Clutch - NO VAT
164	John Deere 3720 Tractor (2013) Reg No. AY13 AEX. (11,953 hours)
165	John Deere 3045R Tractor (2018) 1,763.4 Hrs Reg No. AO18 AYG
167	John Deere 4066R Tractor (2015) 5,863 Hrs Reg No. AX15 COU
168	John Deere 5070M Tractor (2012) 1,598.9 Hrs Reg No. AY62 DGV
169	John Deere 5080M Tractor (2011) 2,668.9 Hrs Reg No. AE11 HFC
170	John Deere 5100R Tractor (2014) 4,432.10 Hrs Reg No. AV14 EVX
171	John Deere 5100M (2015) 1,793.2 Hrs Reg No. AX15 CPZ
172	John Deere 8640 Articulated Tractor 6,438 Hrs c/w Dual Wheels (NO VAT)
173	Valtra 6550 Forestry Tractor 13,530 Hrs c/w brackets for a Bomford Hedgecutter

174	Bomford Buzzard 8m Flail (2009)
201	Deutz Fahr Agrottron 6185 TTV Tractor, Reg AY67 AO2 (2,640 hours) Year 2017. AgroSky touch screen, steer ready, 50k, air trailer breaks, front linkage, 6JO/6JR 38 Rears, 540 / R28 fronts at 50%, 1 Owner, full spec, ex condition.
201a	Massey Harris 333 Tractor (Fully Restored)
202	10t Dump Trailer
203	8t Dump Trailer
204	JCB 535-95 Teleporter (2010) Reg No. KX10 GZS
205	Metal Storage Box 2' x 2'
206	Metal Storage Box 2' x 6'
207	8x Fuel & Water Cans 20 Litres
209	Scaffold Tower
210	1x Stohl 30 F2 Profiline Loader Frame
210a	1 x New Holland 750 TL Loader Frame
211	12' Antler
212	Cousins Subsoiler Wheels
213	PTO Sucker Blower
214	5 x Solar Panels
215	40ft Flat Bed Trailer
217	30ft Flat Bed Trailer
218	23ft Flat Bed Trailer
219	16ft Flat Bed Trailer
220	12ft Flat Bed Trailer
221	10ft Flat Trailer
222	30ft Water Bowser
223	4 Wheel Chassis
224	Qty of Various Galvanised Gates
225	SMS Loader Adapter
226	Shelbourne Stripper Head
227	Withdrawn Item
228	Withdrawn Item
229	2x Bucket Adapters
230	Mole Plough
231	Howard Rotavator
232	Lely Hay Turner
233	30ft Water Bowser (Orange)
234	30ft Water Bowser (Black)
235	Metal Tank
236	Metal Tank
237	20x Plastic Panels
238	Withdrawn Item
239	4x Misc Water Tanks
240	Muck Scraper
241	Metal Box
242	Stand Frame



243	Metal Box (Yellow)
244	2x Weaner Kennels and Hurdles
245	1x Weaner Kennel and Hurdles
246	Forklift Attachment
247	Small Weaner Kennel
248	Tractor Weight
249	Ridley Rappa Fencing Adapter for Tractor
250	Qty of Various New Holland Pick-Up Hitches
251	Vacuum Pump for Tanker
252	Qty of Rib Rolls
253	Qty of Plough Parts
254	Metal Box
255	Suton Bucket
256	Suton Bucket
257	Wilman Triple Loader Bucket
258	Wilman Triple Loader Bale Fork
259	Plastic Feed Hopper
260	Withdrawn Item
261	JCB Conversion Plate
262	Qty of Various Gates
263	Qty of Various Hurdles
264	Misc Tin
265	4x Plastic Finishing Hoppers
266	Animal Transport Box for JCB
267	2x Misc Gates
268	Pallet of Plastic
269	3x Battery Secure Boxes with Solar Panels
270	3x Wheel Rims for New Holland
271	50 Gallon Drum Stand
272	2x Alcoa Pumps
273	PTO Generator
274	4x Electric Motors
275	Qty of New Holland Drawbars
276	4 Wheeled Trolley
277	2x Storage Containers
278-300	Spare Lots

## **TERMS 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 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**

Buyer's Premium will be charged at 2.5% 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.

## 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 2022









# LACY SCOTT & KNIGHT

est. 1869

Chartered Surveyors | Land & Estate Agents | Auctioneers & Valuers

## UPCOMING SALE

### TIMED ONLINE FARM DISPERSAL SALE AT BRIGHTHOUSE FARM, LAWSHALL, SUFFOLK

Beginning **9am Monday 19<sup>th</sup> September 2022**

Ending **1pm Wednesday 28<sup>th</sup> September 2022**

Viewing days **23<sup>rd</sup> & 27<sup>th</sup> September 2022 (10am – 4pm)**



10 RISBYGATE STREET BURY ST EDMUNDS SUFFOLK IP33 3AA

TEL: 01284 748600 FAX: 01284 748610

AND

MARKET PLACE STOWMARKET SUFFOLK IP14 1DN DX 35907 STOWMARKET

TEL: 01449 612384 FAX: 01449 677185