



# SALE BY AUCTION OF FARM MACHINERY AND LIVESTOCK EQUIPMENT

On behalf of Mrs M Wyand

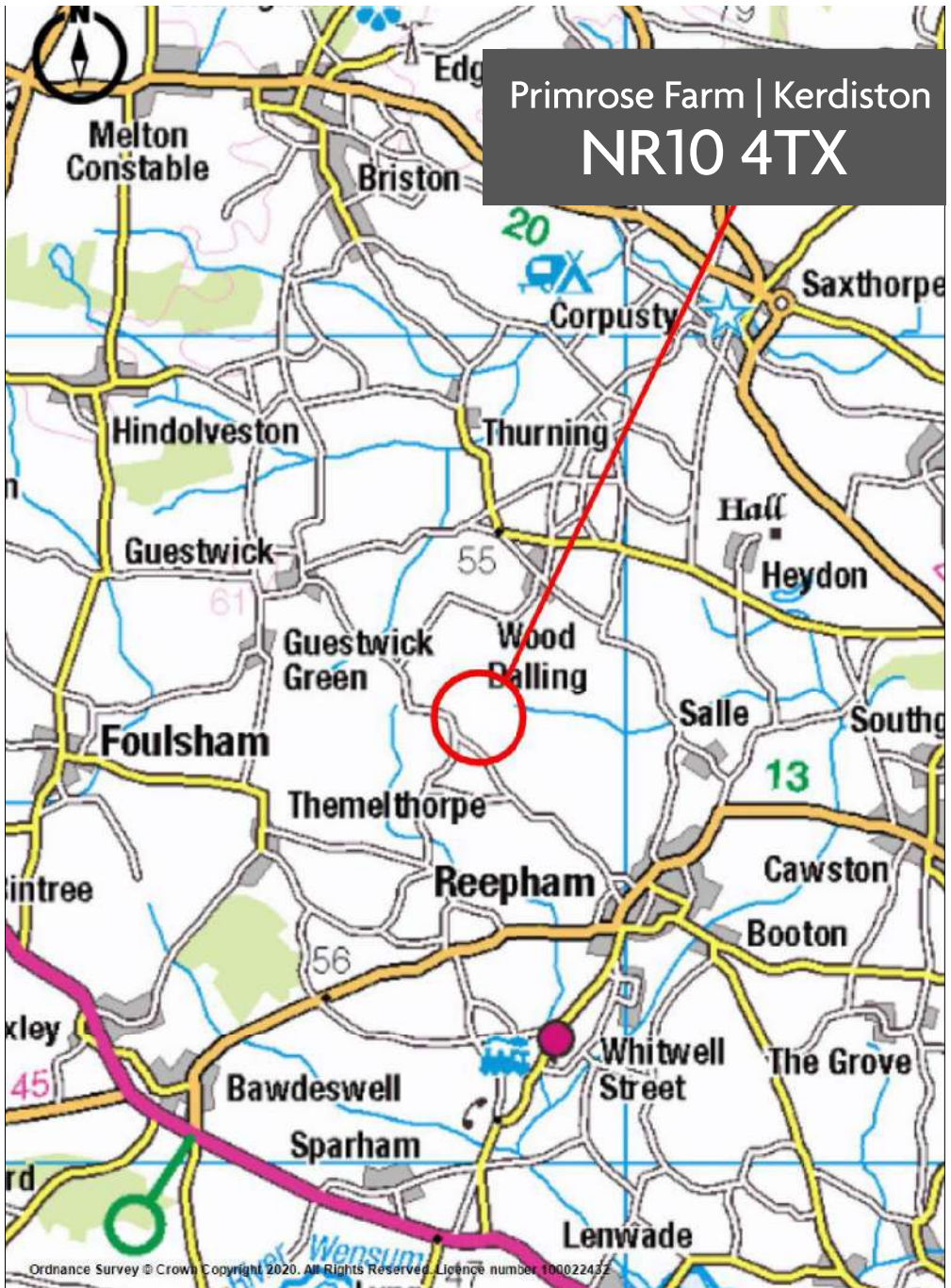
**TUESDAY 20 OCTOBER | 10.30AM**

Primrose Farm | Kerdiston  
Norwich | NR10 4TX



RESIDENTIAL | COMMERCIAL | AGRICULTURAL

**Arnolds | Keys**  
Irelands Agricultural



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## Primrose Farm | Kerdiston NR10 4TX

### PURCHASERS - PLEASE NOTE:

#### DIRECTIONS

From Aylsham head west along the B1145 towards Cawston at the roundabout with the B1149 Holt road continue straight over onto the B1145 towards Cawston. Pass through Cawston continuing along the B1145 and you will enter the market town of Reepham. At Reepham Methodist Church turn right onto Kerdiston Road signposted 'Byway to Guestwick'. Keep on and follow Kerdiston Road (which becomes Guestwick Lane) for approximately 2.0 miles and the farm will be found on the left hand side.

Please refer to the location plan within this catalogue. For those with Satellite Navigation the postcode is: **NR10 4TX** 'To The Sale' signs will be erected on the morning of the sale.

**CAR PARK:** As directed on the sale day.

**VAT:** Items marked with an asterisk \* will be sold subject to VAT at 20% in addition to the hammer price.

**PAYMENT:** Buyers are reminded that they are solely responsible for any lot purchased from the fall of the hammer. No lots shall be removed until payment in full (including VAT) has been received. All lots must be paid for on the day of the sale. Payment is accepted by **CASH OR DEBIT CARD ONLY**. In order to comply with Money Laundering Regulations we can only accept cash payments up to a maximum of £7,500 either as a single payment or multiple payments up to this limit. Payment by cheque will only be accepted where prior arrangements have been made with the auctioneers.

**REMOVAL OF LOTS:** No lots may be removed from site without a receipted invoice.

**LOADING FACILITIES:** Loading facilities will be available on the day of the sale. Vehicles entering the sale ground for loading must not exceed 5mph and exercise extreme caution.

**BUYERS REGISTRATION:** All potential buyers **MUST REGISTER** with the Auctioneers and obtain a Buyers Number. Bids will not be accepted without a Buyers Number.

#### SALE DAY TELEPHONE NUMBERS:

**Tom Corfield: 07801 138813.**  
**Simon Evans: 07769 970797.**  
**Office: 07917 834135.**

**REFRESHMENTS:** Refreshments will be available on the day.

**VIEWING AND INSPECTION:** Viewing of the items will be on Monday 19 October 2020 from 10.00 am until 4.00 pm and on the morning of the sale.

**VEHICLE MILEAGE/TRACTOR HOURS:** As provided by the Vendors. No warranty is given regarding mileage or hours.

**BUYER'S PREMIUM:** NO buyers premium is payable at this sale.

**CATALOGUE ENTRIES:** Every attempt is made to ensure the descriptions of lots are accurate but no guaranties are given. From time to time lots are withdrawn and other lots added. If you are interested in a specific lot please contact the auctioneers for confirmation.

**CONDITIONS OF SALE:** See rear of the catalogue.

**ALL BUYERS MUST REGISTER ON THE DAY**  
**MASKS MUST BE WORN AT ALL TIMES**  
**STRICT SOCIAL DISTANCING OF 2M.**

### COVID 19 GUIDELINES:

If you are displaying any COVID-19 symptoms or have been in contact with anyone who has displayed any symptoms within the past 14 days prior to the sale, **you must not enter the sale site.**

There will be a series of strict measures in place on the viewing and sale day in accordance with HSE and government guidance to mitigate the risk of transmission of COVID-19. Arnolds Keys Irelands Agricultural request that only people with a genuine intention of purchasing equipment attend the sale, this is a business event not a social gathering.

On admittance to the sale ground, you will be requested to leave your contact details and addresses, **without exception**. Buyers will be required to use the hand sanitiser stations on entrance to the sale ground and attending the Pay Office. It is also requested that buyers bring their own PPE, face masks and their own pens.

Social distancing measures will be in place and buyers must adhere to them at all times. In the event that buyers fail to comply, they will be requested to leave the site.

Arnolds Keys Irelands Agricultural continue to monitor the government guidance and regulations in place and will act accordingly in adherence to these. Should you have any queries about the protocols and the advice enclosed above, please do contact the auctioneers.

**Lot No. VAT MISCELLANEOUS**

1	*	Qty of scrap
2	*	Qty of bricks
3	*	Qty of concrete bollards
4	*	Qty of pamments and tiles
5	*	Kongskilde single phase corn blower and piping - failed PAT test
6	*	Hod and sundry tin baths
7	*	Mixed tin enamel bowls and water carriers
8	*	Qty of gate hinges/gate furniture
9	*	Wooden rimmed sieve
10	*	Qty of metal wire netting pegs
11	*	Qty of disinfectant
12	*	Qty of steam engine oil
13	*	Qty of linseed oil
14	*	Qty of mixed tractor spares
15	*	Mixed nails, spares, etc.
16	*	Metal tractor/implement seat
17	*	Pallet of plough and cultivator spares
18	*	Set of dual wheel clamps
19	*	Qty of spring tines/weeders
20	*	Vintage wooden wheelbarrow
21	*	Metal fuel tank
22	*	Wooden 2 door glass fronted cabinet
23	*	Qty of welding rods
24	*	Underwood Vintage typewriter
25	*	C.S. Rosson & Co Gun case A/F
26	*	Stationary Engine trolley
27	*	Qty of clay pantiles
28	*	Cast iron manhole cover
29	*	3 x cast iron hay racks
30	*	Qty of telegraph poles
31-34	*	Cast iron bath (4 Lots)
35	*	Qty of cast iron wheels
36	*	Glass Demi-john x 8
37	*	Qty of roofing sheets
38	*	Wooden garden shed 8ft x 6ft - dismantled A/F
39	*	Wooden entrance gate - 10ft
40	*	Wooden gate x 2 A/F
41	*	Qty of pig board gates A/F

42	*	Qty of buck rake tines
43	*	Pair of wooden trestles and tops
44	*	Qty of galvanised mesh/netting
45	*	Qty of metal guttering and fittings
46-48	*	Qty of wooden doors (3 Lots)
49	*	Qty of shelving
50	*	Timber sawing horse
51	*	Row Crop tyre 8.3 R44
52	*	5 Row horse drawn marking tree and other horse drawn spares/sundries
53	*	Steel concrete shuttering and screeding/float
54	*	Qty of plastic guttering/spares
55	*	Two oak beams A/F
56	*	Qty of railway sleepers
57	*	Culvert pipe and qty of land drain pipe
58	*	Qty of tilts
59	*	Qty of pest control bait boxes
60	*	Qty of Ford 40kg wafer weights c/w centre weight
61	*	56lb weight x 5
62	*	Qty of weights
63	*	Cast Weight tray bracket
64	*	Qty of inner tubes
65	*	Danarm petrol Chainsaw A/F
66	*	Marconi moisture meter
67	*	Qty of ratchets
68	*	Wooden drum jacks x 2
69-83	*	Qty of various hand tools (15 Lots)
84	*	Qty of electric motors
85	*	Trailer light board and spares
86	*	Fiddle drill/seeder
87	*	Qty of batteries
88	*	Sack barrow
89	*	Wooden sack barrow x 2
90	*	Qty of baler twine
91	*	Qty of steel splitting wedges
92	*	Qty of heat lamps A/F
93	*	Knapsack Sprayer
94	*	Vintage water cart
95	*	Aluminium folding steps/ladder
96	*	Qty of plastic piping

- 97 \* Qty of galvanised steel mesh
- 98 \* Avery 5cwt Platform scales
- 99 \* Corn shovel x 2
- 100 \* Micromark freestanding fan
- 101 \* Sack hoist
- 102 \* Qty of screw jacks
- 103 \* Post knocker
- 104 \* Qty of mixed cultivation / machine spares
- 105 \* Qty of PTO shafts and Ujs
- 106 \* Qty of flat belts and fittings
- 107 \* Titan FM1300 fuel tank and pump
- 108 \* Plough depth wheel
- 109 \* pair of wheels & tyres 5.00-8
- 110 \* Qty of miscellaneous wheels and tyres
- 111 \* Wheel & tyre 11.5/80-15.3
- 112 \* Pair of wheels & tyres 11.5/80-15.3
- 113 \* Set of Row Crop wheels and tyres. Fronts: 9.5R28. Rear: 9.5R44
- 114 \* Pair of 5 Star Dual Wheels
- 115-124 \* Open Lots (10 lots)

## WORKSHOP TOOLS & EQUIPMENT

- 125-126 \* Anvil - (2 Lots)
- 127 \* Qty of nuts and bolts
- 128 \* Qty of grease nipples, pins, pot rivets, jubilee clips, etc
- 129 \* Qty of washers, screws, pins, etc.
- 130 \* Tray of mixed nails
- 131 \* Qty of chains and links
- 132 \* Qty of hydraulic fittings
- 133 \* Weld on loader brackets
- 134 \* Qty of jugs and funnels
- 135 \* Qty of oils and lubricants
- 136 \* Qty of mixed filters
- 137 \* Qty of grease guns
- 138 \* Qty of tool boxes
- 139 \* Tool box c/w tools
- 140 \* Vintage leg vice
- 141 \* Pipe bender
- 142 \* Tap and die set
- 143 \* Puller/drawers
- 144 \* Qty of tow chains

- 145 \* Qty of ropes
- 146 \* Rope pulley block
- 147 \* Qty of metal jacks
- 148 \* Trolley jack
- 149 \* Long Vehicle' signs
- 150 \* Agricastrol 3 compartment oil tank
- 151 \* Alcon petrol powered water pump
- 152 \* Industrial Vacuum hoover
- 153 \* Nixon diesel powered generator
- 154 \* Makita 9 inch angle grinder - failed PAT test
- 155 \* Black and Decker electric drill x 2 - failed PAT test
- 156 \* Pillar drill - failed PAT test
- 157 \* Wolf Bench mounted pillar drill - failed PAT test
- 158 \* Rex electric hacksaw - guard missing - failed PAT test
- 159 \* Oxyacetylene cutting torch and bottle trolley
- 160 \* Silverline battery charger
- 161 \* 1/2 inch drive air gun
- 162 \* Olympic Arc Welder - A/F
- 163 \* KEW 1702K pressure washer and one more for spares
- 164 \* KEW pressure washer for spares
- 165 \* Easi-Heat 145 Gas heater
- 166-168 \* Qty of metal racking (3 Lots)
- 169-178 \* Open Lots (10 lots)

## LIVESTOCK EQUIPMENT

- 179 \* Pig net
- 180 \* Chicken feeder x 2
- 181 \* Qty of wooden poultry crates and breeding boxes
- 182 \* Cast iron feed bowls and cast iron Mexican hat A/F
- 183 \* Qty of drinkers
- 184 \* Qty of wall mounted drinkers
- 185 \* Qty of galvanised calf pails
- 186 \* Qty of plastic buckets
- 187-195 \* Galvanised tank (9 Lots)
- 196 \* Galvanised sheep feed troughs
- 197 \* Freestanding feed trough
- 198 \* Freestanding galvanised feed trough
- 199 \* 6 Wooden feed swing troughs
- 200-205 \* Round Bale ring feeder (6 Lots)
- 206 \* Qty of metal feed bins

- 207 \* Qty of galvanised feed bins
- 208 \* Qty of wooden fencing posts
- 209-213 \* 2 x reels of electric fence wire on ground stakes (5 Lots)
- 214 \* Qty of electric fence wire and sundries
- 215-217 \* Approx. 100 plastic electric fence stakes (3 Lots)
- 218 \* Qty of metal electric fence stakes
- 219-224 \* Electric fence units (6 Lots)
- 225 \* Electric fence units spares or repairs
- 226 \* Bell electric fence unit
- 227 \* Qty of wheeled hurdles x 4
- 228 \* Galvanised sheep hurdles x 10
- 229-230 \* Metal gates x 4 (2 Lots)
- 231 \* Set of steel gates used to form a pound
- 232 \* Pig weighing crate
- 233 \* Calf crush
- 234 \* Cattle crush
- 235 \* Tubar Cattle crush c/w weight scales
- 236 \* Calving jack
- 237 \* Master ject gun
- 238 \* Bolus gun
- 239 \* Gas de-horning guns x 2
- 240 \* Bray cattle breeding calendar and sundry livestock equipment
- 241 \* Bag of cloth cattle halters
- 242 \* Bag of leather cattle halters
- 243 \* Cattle show boxes inc. contents x 3
- 244 \* Qty of magnesium cattle licks
- 245 \* Qty of salt
- 246 \* Qty of magnesium powders
- 247 \* Qty of sheep/cattle licks
- 248-252 \* Open Lots (5 lots)

## MACHINERY & EQUIPMENT

- 253 \* John Deere 2 leg subsoiler
- 254 \* Ransomes Disc Harrow - 9ft
- 255 \* Bomford 11ft 6 inch Pig tail Cultivator
- 256 \* Cousins 12ft Combination Harrow c/w crumbler
- 257 \* Rabewerk 3/4 furrow Rev. Plough
- 258 \* Carrier Corn drill A/F
- 259 \* 4-Row bean seeder/drill
- 260 \* Vicon PS953 Vari Spreader

- 261 \* Lely 90 series 12m/1000 ltr mounted Sprayer - no certificate
- 262 \* Webb front mounted tractor hoe
- 263 \* Homemade straw bale/bucket spike
- 264 \* Fore end loader bucket A/F
- 265 \* Transport box
- 266 \* Rear concrete tractor weight
- 267 \* Chain harrow and pulling tree
- 268-269 \* Set of harrows and pulling tree (2 Lots)
- 271 \* Howard Rotaspreader Muck spreader
- 272 \* SaMASZ Drum Mower - 2.10m
- 273 \* Major 6ft Topper - serial No. 10022
- 274 \* Vicon Acrobat Hay Turner A/F
- 275 \* Straw Woofler - guard missing
- 276 \* Welgar RP12 Round Baler
- 277 \* Bomford Farmtrim 435 Hedge cutter
- 278 \* Flat roll
- 279 \* Gang of 3 rib rolls
- 280 \* AC Bamlett Romix PTO driven 3point linkage mounted cement mixer
- 281-285 \* Open Lots (5 lots)

## TRACTORS & VEHICLES

- 286 \* New Holland T5050 4wd Tractor c/w New Holland 100FL fore end loader. Reg No. AU09 CAO. 1st Reg. 01.04.09. Hours recorded: 6129
- 287 \* Pair of pallet tines to fit New Holland T5050
- 288 \* Muck grab to fit New Holland T5050
- 289 \* Farmhand muck bucket to fit New Holland T5050
- 290 \* Grays Bale Squeeze (1997) to fit New Holland T5050
- 291 \* Case International 856 XL plus 4wd Tractor. Reg No. N195 HAH. 1st Reg. 01.11.95. Hours recorded: 1759
- 292 \* Massey Ferguson Digger. Reg No. RBJ 341W c/w fore end loader, 6ft wide ditching bucket plus 2 others. Note: Brakes need attention. 1st Reg. 01.01.81. Hours recorded: 4873
- 293 \* Field Marshall Series II c/w rear winch. Reg No. KNG 615. 1st Reg. 11.08.49 - NO VAT
- 294 \* Nissan Navara twin cab Pick up. Diesel, A/C. Reg No. BF60 KYR. 1st Reg. 22.09.10. Mileage: 79,848. MOT expiry: 22.04.21
- 295-299 \* Open Lots (5 lots)

## TRAILERS

- 300 \* Homemade water cart/trough on axle
- 301 \* Fosse single axle slurry taker
- 302 \* 20ft single axle, twin wheel Straw Trailer



- 303 \* 21 ft single axle, twin wheel Straw Trailer
- 304 \* Single hydraulic tipping trailer
- 305 \* Foster Load Master twin axle hydraulic Tipping Trailer
- 306 \* Richard Weston twin axle 10T Dump Trailer
- 307 \* Hudson Trailers twin axle 12ft Livestock Trailer
- 308 \* Cattle Float Trailer - 21st long, twin axle with aluminium body

### INCLUDED BY PERMISSION

- 309 Vintage Clay Pigeon Trap
- 310 Qty of Allis B spares to incl. Fuel Tank & Radiator
- 311 Qty of rubber V belts
- 312 Qty of mixed tractor spares
- 313 Land Rover Sports Rack bike rack
- 314 Sheet of galvanised tin
- 315 Hand operated pump
- 316 Qty of green chain link fencing
- 317 Rabbit Hutch
- 318 Liner diesel powered saw bench on single axle trailer
- 319 J Roots & Co 3 wheeled water cart
- 320 Titan H1800TT plastic oil tank
- 321 IBC
- 322 600/19 Tyre
- 323 Wheelbarrow
- 324 Vice
- 325 Ferguson Cultivator
- 326 Jonsered 2045 turbo chainsaw
- 327 Tanaka THT 2100 hedge trimmer with 2 stroke petrol engine
- 328 Tanaka AST 7000 strimmer with 2 stroke petrol engine
- 329 \* Kverneland 6 row maize drill (pull out style) c/w fertiliser applicator
- 330 \* 3 Leg Heavy Duty Subsoiler
- 331 \* Qty of spare points, shoes and shins for above Subsoiler
- 332 \* Webb 6 Row front mounted sugar beet hoe
- 333 \* Qty of spares for above Webb sugar beet hoe
- 334 \* 12.4 x 46 row crop wheels c/w centres for McCormick MC Tractor (1 new tyre this spring)
- 335 \* 320 x 85 Front Row Crop Wheels c/w centres for McCormick MC Tractor
- 336 \* K'Archer steam cleaner (only works as cold / needs new element)
- 337 \* Westwood 11hp Garden Tractor (spares or repairs)
- 338 \* Selection of Fuel and Oil Filters for McCormick MC tractors
- 339 \* Ornamental Metal Garden Gate



Lot 107



Lot 256



Lot 271



Lot 272



Lot 273



Lot 277



Lot 279



Lot 280

## **Late Entries Received:**

- Massey Ferguson 35 Vineyard Tractor, French – No Log book as not road registered (French number plate) – in original condition
- Ford 6710 2wd Tractor. Reg No. BAH 939Y. 1<sup>st</sup> Reg. 1982 – in original condition
- CTM 120 Sugar Beet Cleaner/Loader
- 6 tonne Dump Trailer
- Vicon Fertiliser spinner
- John Deere 1140 2wd Tractor. Reg No. PRD 727X
- David Brown 880 2wd Tractor. Reg No. LNG 798E
- Ferguson Tipping Trailer





Lot 286



Lot 288



Lot 291



Lot 292



Lot 293



Lot 294



Lot 306



Lot 307

## CONDITIONS OF SALE FOR MACHINERY SALE BY AUCTION

### 1. DEFINITIONS

In these conditions the following terms have the following meanings:

(i) "Auctioneers" means Arnolds Keys Irelands Agricultural, a trading name of Arnolds Key LLP, CRN OC353213 whose registered address is 2 Prince of Wales Road, Norwich, NR1 1LB

(ii) "Commission" means the commission charged on the sale of Lots.

(iii) "Conditions" means the standard terms and conditions of business set out in this document. Any further specific conditions will be contained in a separate statement of special conditions.

(iv) "Entry Form" means the form to be completed and signed by the Seller describing the Lot in such form as may be required by the Auctioneers before the Lot will be accepted for sale.

(v) "Hammer Price" means the price at which a Lot is knocked down by the Auctioneers to the Buyer exclusive of any Value Added Tax and Buyer's Premium.

(vi) "Lot" means any item offered for sale or sold as a single transaction in accordance with these Conditions.

(vii) "Buyer" means a person firm or company who purchases any Lot including any person firm or company acting as an agent for such a party in the purchase of that Lot in accordance with the Conditions.

(viii) "Reserve Price" means the minimum price fixed by the Seller in writing at which any Lot is to be sold at the Sale.

(ix) "Sale" means a sale of the Lots by auction organised by the Auctioneers.

(x) "Saleground" means the venue at which the Sale takes place.

(xi) "Seller" means a person firm or company including any person firm or company acting as an agent for such a party who offers for sale a Lot in accordance with these Conditions.

(xii) "Vehicle" means any tractor self-propelled machine or other vehicles.

(xiii) "VAT Auctioneers' Scheme" means the scheme for the treatment of Value Added Tax by the Auctioneers made under The Value Added Tax (Special Provisions) Order 1995 SI 1268 (as amended).

(xiv) "Working Day" means each day calculated from midnight from Monday to Friday inclusive in any week except that a Bank Holiday or other public holiday shall not be a Working Day.

Except where the context otherwise requires: words denoting the singular include the plural and vice versa; words denoting one gender include the other gender; words denoting persons include both natural and legal persons.

References to any regulation directive statute statutory instrument other legislation or official document include any amendment re-enactment and any other subsequent alteration of that legislation.

### 2. STATUS OF CONDITIONS OF SALE

(i) The Seller has agreed to adhere to these Conditions by signing the Entry Form.

(ii) Any person attending the Sale is deemed to attend on the understanding that they have read and understood these Conditions and shall make any bid on the basis of these Conditions.

(iii) The Auctioneers may supplement or supersede these Conditions in whole or part with special conditions applicable to a specific Sale or a specific Lot which will be displayed and/or announced at the start of the Sale.

(iv) Any dispute arising under these Conditions shall be determined in the first instance by the Auctioneers whose ruling shall be binding on the conduct of the auction. If such an issue remains in dispute after the auction it may be referred by the Buyer the Seller or the Auctioneers to arbitration or if the parties agree independent expert determination within the period of 10 working days starting on the date of the Sale by a person agreed between the parties in dispute or failing such agreement by a person appointed by the President of the Central Association of Agricultural Valuers on the application of any of the parties within that time paying such fee as may be charged for that service. The

parties agree to meet the professional fees and costs of that person as he shall direct and to be bound by his award both as the matter of the dispute and as to the parties' costs.

### 3. ENTRY TO THE SALEGROUND

(i) Any person entering the Saleground does so at their own risk.

(ii) Any person entering the Saleground must comply with the requirements of all health and safety notices.

(iii) The Auctioneers reserve the right to refuse admission to any person or entry of any Lot onto the Saleground without giving any reason.

### 4. AUCTIONEERS' STATUS

(i) The parties to the contract of sale are the Seller and Buyer.

(ii) The Auctioneers sell as agents for the Seller and as such are not responsible for any default of the Seller or Buyer.

(iii) The Auctioneers shall have discretion as to the description of any item and may take expert advice on any item, whether from a qualified electrician, agricultural engineer or other person, at the Seller's expense to ensure that the item is sold in a professional and legal manner.

(iv) The Auctioneers may make such announcements or publish such information supplied by a Seller about any Lot as they in their discretion think fit.

(v) The Auctioneers shall have absolute discretion without giving any reason: to refuse any bid; to divide any Lot; to combine any two or more Lots; to withdraw any Lot from the auction, and/or; in case of dispute, to offer any Lot for sale again.

### 5. EXCLUSION OF LIABILITY

The Auctioneers shall not be liable for any expense loss claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including any Lot) nor in any respect of personal injury to or death of any person before or arising out of or in the course of or caused by the Sale except to the extent that the same is due to the negligence of the Auctioneers.

### 6. CATALOGUES AND ADVERTISEMENTS

(i) The Auctioneers do not guarantee that any Lot described in any catalogue or advertisement will be offered for sale nor that any description therein can be relied upon as accurate. Any illustrations in catalogues are for general identification only.

(ii) The Auctioneers will not be responsible for any costs incurred by any person in reliance on the description of a Lot in the catalogue and those attending the auction will have no claim against the Auctioneers for their costs should any advertised Lot not be offered at that Sale.

### 7. WITHDRAWAL OF A LOT

In all cases where a Lot once entered is not offered for sale by auction on the Seller's instructions the Auctioneers shall be indemnified by the Seller for all expenses incurred in relation thereto and against all claims from third parties that may arise.

### 8. PRIVATE SALES

(i) The Auctioneers' consent is required for the private sale of any Lot after the Sale while it is on the Saleground. That consent may be given on condition that the Sale is booked through the Auctioneers' office subject to these Conditions and in particular that any fee Commission Buyer's Premium charge or expense due under the Entry Form or otherwise apply as though that Lot had been sold by auction at a Hammer Price equal to the price agreed for the private sale.

### 9. WARRANTY AND INSPECTION OF LOTS

(i) The Auctioneers' knowledge of the Lots is dependent on the information provided by the Seller who has warranted as to its accuracy. The Auctioneer does not carry out exhaustive due diligence on each Lot. The information supplied about Lots is not a representation of fact but a statement of opinion on the basis of the evidence reasonably available. Bidders acknowledge these points and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lots in which they may be interested.



(ii) It will be for Bidders to satisfy themselves as to health and safety matters. Bidders including the Buyer acknowledge that Lots have generally been used and many are of an age and type which means that they are not in perfect condition. As such they may not comply with current health and safety legislation and may have faults not expressly referred to in the catalogue or the other information that may be available on individual Lots from the Auctioneers.

(iv) The Buyer must satisfy himself prior to bidding for a Lot as to its condition and should exercise and rely on his own judgement as to whether the Lot accords with its description. The Auctioneers shall have no liability for the accuracy of the description of any Lot. Unless otherwise stated no warranty is given by the Auctioneers to the Buyer in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law. It is the Buyer's responsibility to check the Lot and ensure that its subsequent use is compliant and that identified health and safety concerns are rectified.

(v) If a Lot is described at the time of the Sale as in "working order" that Lot is understood to have no defect which renders it incapable of the reasonable work for which it is intended.

(vi) A Lot including any electrical item will have been inspected by an electrician. For those items which have not been inspected the plug will be removed and sold as scrap. Where electrical equipment is sold without specific instructions for its use it is the responsibility of the Buyer to seek independent advice as to its safe operation. The Auctioneers shall have no liability for the safe operation of the item by the Buyer.

#### 10. VEHICLES AND TRAILERS

The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements and road traffic laws and for obtaining all certificates, permits or other authorisations necessary before such vehicle or trailer can be used on the road.

#### 11. RESERVE PRICE

The Seller shall be entitled to place a Reserve Price on any Lot prior to the Sale being the minimum amount for which the Lot may be sold.

#### 12. BIDDING

(i) No person may bid without warranting their identity to the Auctioneers.

(ii) The Auctioneers may accept written instructions to bid on behalf of any prospective Buyer but with no liability in the case of any error arising out of such instructions. Any instructions accepted shall be at the risk of the prospective Buyers who will be deemed to have viewed the Lot. The Auctioneers accept no responsibility in connection with the commissioning of their staff to bid for a Lot.

(iii) The Auctioneers may at their discretion make arrangements to receive bids over the telephone or otherwise from prospective Buyers not physically present at the Sale. Where such a facility is offered prospective Buyers wishing to use it must register with the Auctioneers in advance of the Sale. The Auctioneers accept no liability in relation to telecommunications facilities and connections nor to the means by which such prospective Buyers may seek to communicate with the Auctioneers.

(iv) Bids shall be made exclusive of any VAT and Buyer's Premium which may apply.

(v) The Auctioneers may refuse to accept the bidding of any person without giving any reason.

(vi) The person who makes the highest bid acceptable to the Auctioneers shall be the Buyer on the fall of the hammer.

(vii) A Bidder is deemed to have inspected any Lot for which he is bidding and if successful in that bidding agrees to take it with all faults and imperfections and to be responsible for ensuring its subsequent compliance with the law.

(x) The Buyer warrants that he is able to pay in accordance with these Conditions.

(xi) In the event of a dispute between two or more bidders as to which is the Buyer the dispute shall be settled at the absolute discretion of the Auctioneers.

(xii) Transfers of purchases will only be recognised at the sole discretion of the Auctioneers.

#### 13. PAYMENT BY BUYERS

(i) Unless otherwise agreed with the Auctioneers the Buyer shall pay the Auctioneers in full on the day of the Sale for the Lot purchased together with any charges Buyer's Premium or other payment due under these Conditions before removing that Lot from the Saleground.

(ii) That payment is to be by a means approved by the Auctioneers.

(iii) Where the Buyer offers cash in settlement the Auctioneers will not accept more than the equivalent at the time of the Sale in pounds sterling of fifteen thousand euros for transactions at any one Sale in order to comply with the Money Laundering Regulations 2007.

(iv) Where a Buyer defaults on a payment the Auctioneers reserve the right to re-sell the Lot and to charge the Buyer for any expenses and loss incurred by reason of the failure of the Buyer to complete his purchase and to retain any profit that may arise from that resale.

(v) The Auctioneers reserve the right to charge the Buyer interest on any payment outstanding from 5 Working Days after the day of the Sale together with any reasonable debt recovery charges such rates and charges for all transactions to be those prescribed for commercial debts by the Late Payment of Commercial Debts (Interest) Act 1998 as amended.

(vi) If the Auctioneers have paid the Seller the Sale Proceeds due for a Lot before the Buyer has paid the Auctioneers in full for the Lot then the Auctioneers shall have a lien on the Lot until the outstanding amount is paid by the Buyer to the Auctioneers.

(vii) In the event of any sale by the Buyer of a Lot before full payment has been made the Buyer shall hold the proceeds of such sale on trust for the Auctioneers to discharge the lien referred to at Clause 14(vi).

#### 14. RESPONSIBILITY FOR LOTS

From the fall of the hammer for a Lot that Lot is the liability of the Buyer who is responsible for its safe use any damage to it and for complying with all legal requirements.

#### 15. BUYER'S PREMIUM

There will be no buyer's premium.

#### 16. VALUE ADDED TAX

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

#### 17. RESALE DUE TO FAILURE TO COMPLY WITH THESE CONDITIONS

(i) Where a Lot has been sold to a Buyer who then fails to comply with the Conditions the Auctioneers may without prejudice to any other rights they may have resell that Lot either by public auction or private contract. If the price achieved on resale is less than Hammer Price together with any expenses arising the deficit shall be due as a debt from the original Buyer of the Lot.

(ii) The defaulter shall not be entitled to any part of the proceeds which may arise by such re-sale which shall remain the property of the Auctioneers.

(iii) Expenses due from the defaulter shall be deemed to include the Auctioneers' commission on the re-sale and all other expenses that would be due on a Sale under these Conditions.

#### 18. REMOVAL OF LOTS FROM THE SALEGROUND

(i) The Auctioneers accept no liability for Lots while on the Saleground whether sold or unsold.

(ii) Where the Saleground is not in the permanent occupation of the Auctioneers the Auctioneers are entitled to dispose of any Lot which (without express written consent of the Auctioneers) has not been collected within 5 Working Days from the day on which it was sold or last offered for sale or such period as shall have been announced in the special conditions. For the avoidance of doubt any monies arising from such a disposal will be paid to and retained by the Auctioneers.

#### 19. APPLICABLE LAW

These Conditions shall be governed by and construed in accordance with the law of England and Wales. All transactions to which these Conditions apply and all connected matters shall also be governed by the law of England and Wales.

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