

Perkins George Mawer & Co
Chartered Valuation Surveyors & Estate Agents
Agricultural & Fine Art Auctioneers & Valuers

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By kind permission of the Board of Directors of Market Rasen Racecourse

‘The Lincolnshire Collective Sale’

The Sale will commence at 9.30am



Saturday 9th April 2022

**Market Rasen Racecourse, Legsby Road, MARKET RASEN,
Lincs LN8 3EA**

Viewing: Friday 8th April 2022 between 1.00pm and 6.00pm and on the morning of sale from 8.00am.

Please also see our website for details: www.perkinsgeorgemawer.co.uk

GENERAL REMARKS

***COVID 19 – Special Conditions**

It would be appreciated if those attending the sale could follow and respect the following guidance/best practice;

- 1. Please do not attend the sale if you are displaying COVID 19 symptoms or have been in recent contact with someone who has.**
- 2. Please observe social distancing measures at all times.**
- 3. Please wear a face mask where and when asked to do so. Eg. Pay office and when bidding.**
- 4. Hand sanitizer will be available. Please use on a regular basis.**
- 5. It would be preferred if payment can be made using debit card. However, in the event of a cheque payment please write your own cheque where possible.**

Should you have any specific concerns please do not hesitate to contact the Auctioneers in advance of the sale.

Introduction

Perkins George Mawer & Co., Chartered Valuation Surveyors & Estate Agents, Agricultural & Fine Art Auctioneers are pleased to announce their regular Lincolnshire Collective Auction Sale of Tractors, Farm Machinery, Implements and Tools. The Sale will include about 1500 lots from local vendors, estates and the trade.

Items in the sale may be viewed on Friday 8th April 2022 from 1.00pm to 6.00pm and on the morning of the sale from 8.00am.

Every attempt has been made to describe the various items accurately but not all items have been inspected and therefore the descriptions as provided have in some cases been given by the vendors and their accuracy cannot be guaranteed. Furthermore, the Auctioneers are unable to guarantee that the items as described in this catalogue will be forward on sale day. **Interested parties travelling a long distance to the sale may wish to check prior to sale day that a particular item is forward.**

Situation and Directions

The sale takes place at Market Rasen Racecourse situated within the town boundary of Market Rasen. The sale ground is situated in the Racecourse car park area and can be accessed off the Legsby Road opposite the main Racecourse entrance. The Racecourse is signposted on reaching Market Rasen and further signs will be erected on sale day.

Buyers Numbers

The selling will be through three Auctions at the same time by purchaser number cards. Bids will not be accepted without a buyer's number. All prospective purchasers are asked to register and obtain a buyers card at the pay office immediately upon entering the sale ground.

Commission Bids

The Auctioneers are NOT able to accept commission bids on behalf of those interested parties unable to attend the sale.

Terms of Payment

All lots to be paid for on the day of the sale by Cash/Cheque/Personal debit card. (Credit cards not accepted). Purchasers' unknown to the Auctioneers paying by cheque should make their own arrangements as to payment prior to sale day. Bank references will be required. The Auctioneers reserve the right to withhold purchases until such time as cheques are cleared.

Buyer's Premium

A buyer's premium of 5% plus VAT is payable, in addition to the purchase price.

Value Added Tax

VAT at the standard rate will be charged in addition to the purchase price where applicable. Lots from non-VAT registered vendors will be sold under the Auctioneers Margin Scheme.

Loading Facilities

A forklift will be available on site until 12 noon on Sunday 10th April 2022

Conditions of Sale

All prospective purchasers should ensure that they have read and understood the Conditions of Sale as printed in this Catalogue. The act of bidding will be taken as acceptance of them.

Engine Hours

No warranties will be given or implied as to the engine hours or vehicle mileages.

Refreshments

Unlicensed refreshments will be available on viewing day and sale day.

Sale Day Contact Numbers

Nicholas Sharp: (07970) 986364, Elton Moulds: (07775) 850703 or Molly Williams: (07833) 453810.

Health & Safety At Work Act 1974 (as amended by later legislation)

It is expressly brought to the bidders attention that at the time of sale any item of Plant, Machinery or Equipment contained in the lot(s) may not necessarily comply with the Health & Safety at Work Act 1974 or any other Acts or Regulations there under governing the use of that Plant, Machinery or Equipment in a working environment. Successful bidders for any such Plant, Machinery or Equipment and hereby required to ensure that the use of any such items at a place of work within the United Kingdom do not contravene any such Act or Regulation.

Important Notes

All purchased and any unsold lots must be removed from the Sale ground by 12 noon on Sunday 10th April 2022 at the latest. The Auctioneers reserve the right

to dispose of any items left on the site thereafter for which a charge will be levied. No responsibility is taken for missing lots.

For Health and Safety reasons no loading of purchased items to take place until the selling has been concluded, no exceptions.

Website

Further details of the sale are available at www.perkinsgeorgemawer.co.uk

Safety Warning

Please note the following for your own safety and the safety of others.

- Vehicles only to be parked in the designated parking areas.
- Keep dogs under control at all times.
- Young persons under the age of 18 should be accompanied by an adult.
- Do not enter areas which are either fenced or taped off.
- Please note there may be uneven ground, trip hazards and slippery surfaces. Precautions must be taken when moving around the site.
- Please take care when inspecting items for sale. Vehicles and machinery must only be operated with the permission of the Auctioneers.
- No person under the age of 16 will be permitted on any machine.
- Purchasers or their agents must take due care and attention to others when removing items from the site. All transport and lifting equipment entering the site must conform to current HSE and Road Traffic Act. In the case of larger items contractors may be required to provide a method statement.

PARTICULARS OF SALE

Sale Order

This catalogue does not follow the lot order of the sale. The sales will commence at 9.30am prompt and will be through **Three Auctions** at the same time.

TRACTORS:

(1957) **FERGUSON 35** grey/gold, Engine rebuild by previous owner, new piston/liners/injectors/clutch/bonnet/mudguards/brakes. Fuel pump reconditioned. All wheels are in excellent condition. Needs front wheel bearings. Needs tyres all round. New Parts included - Cushion Seat, bonnet badges, gauges, Wheel studs and nuts, etc. Date on casting 19/5/57

(1955) **FORDSON** Major E1A

MASSEY FERGUSON 65, with original buff log book

EXCAVATOR:

KUBOTA KX36-3, 1.50t mini-digger, 4453 hrs.

(To be sold separately - Hydraulic breaker, to fit above)

TRAILERS:

(2.7t) Plant trailer; IFOR WILLIAMS Stock Trailer (12') c/w sheep decks; Low Loader (16' x 7'6") c/w dolly and brakes on spool valve; Livestock trailer (x2); Small car trailer (x2); LYNTON Trailers exhibition unit with kitchenette/awning; (3t) Hydraulic tipping trailer, wood sides; Car trailers (x3); GRAHAM EDWARDS single-axle trailer (8'2" x 4'2") c/w ramp and ladder rack (as new), incl. (x2) spare wheels; Motorbike trailer; IFOR WILLIAMS stock trailer (10'); FERGUSON high sided trailer; Box van trailer; Logging trailer; MASSEY FERGUSON tipping trailer (3t); FERGUSON tipping trailer (3t); Box trailer; Etc.....

IMPLEMENTS:

BAMFORD (2f) reversible plough; FERGUSON 9-tine drag; FERGUSON pig-tail cultivator; SUTON grain pusher c/w JCB brackets; BROWNS 9-tine drag; Hay turner PTO 2-tines; Seed drill; RECKORD straw chopper; HARDI trailed sprayer (1000L); 2-prong bale spike C/W 3-point linkage; RANSOMES plough (2f); Spring tine harrow; FERGUSON 9-tine drag; Cambridge gang rolls (8' wide); AMTEC high volume spreader; AGRI-FAB adjustable spreader; Hydraulic loader inc. rams & brackets for FORDSON MAJOR; BAMFORD dumper; FERGUSON plough (2f); FERGUSON 9-tine drag; Hay turner; Potato planter (2f); Potato ridger (2f); Potato spinner; reversible horse plough (1f); Horse drawn scarifier; Hydraulic bucket 3-point linkage; Classic drag; Trailer plough (2f); FERGUSON HAYTER topper; MARKSTIG spring tine harrow; KINGCUTTER rotary pasture topper (6'); Plough press arm; TUCHEL ECO230 tractor mounted rotary sweeper/brush; DOWDESWELL DP70 rev. plough (5f), UCN bodies, 12" furrows, (4 +1); RANSOMES Parkway, 3-point linkage mounted hydraulic gang mower; MASSEY FERGUSON tandem discs (14' wide),

FYSON PDQ rubber belt grain elevator (12"); RANSOMES TF59 plough (2f); ARENA MATE spring tine harrows (5'). Etc.....

ENGINES, PUMPS & GENERATORS:

HOSELOCK water pump and filler unit (working); Submersible pumps (x2); BRIGGS & STRATTON engines (x2); HONDA trench compactor 4-stroke petrol engine; Diesel pump (x2); Electric oil pump; PETTER engine/gearbox; FORD 6600 exhaust/oil pump; PERKINS engine (Ex-MF 778 Combine); AIRMATE compressor (1.5hp); LISTER engine/water pump on trolley; LISTER diesel engine; MARKSMAN generator (110/220); BRADFORD twin flywheel stationery engine (in need of restoration); RUSTON engine outer bearing 2XHR. Etc.....

LAWNMOWERS & GARDEN EQUIPMENT:

HOWARD Gem rotavator (x2); TANAKA hedgecutter; ECHO hedgecutter; KOMATSU GZtc strimmer; EFCO 8420 strimmer; QUALCAST cylinder mowers (x5); HONDA HRB946 mower; HONDA pro roller mower; WOLSELY Merrytiller; COBRA petrol fly mower; Lawn mower engines (x50); HONDA HRB475 mower; TORO lawnmowers (x2); MOUNTFIELD lawnmowers (x6); Qty. lawnmower boxes; STIHL leaf blower; Ride-on mower; Battery chainsaw; Battery hedgetrimmer; Electric propagator; HONDA lawnmower (x5); Chainsaw (x2); Strimmer on wheels; FLEMING finishing mower c/w mulching kit (as new); HOWARD Bantam pedestrian rotavator (x2); BOSCH electrical hedge trimmer; Galvanised trough planter; MOUNTFIELD Empress 16 lawnmower; LASER by MOUNTFIELD Omega 46 lawnmower with HONDA engine; EINHELL chainsaw; (x4) Trailed gang mowers; WESTWOOD grass mower; Lg. qty. misc. garden tools; Petrol hedge trimmer (x2); Electric hedge trimmer; Strimmer; Cast garden planters (x2); Green garden chairs (x2); Sun loungers; ATCO 18 HONDA mower; Garden rocking bench; Weed puller/tools; PLANET push side hoe; COLWOOD motor hoe; HOWARD 200 rotavator; HOWARD 300 rotavator; Petrol wood chipper; Stump grinder; EINHELL Rotovator; Pressure washer (x2); HONDA lawnmower (x3); HAYTER lawnmower; STIHL chainsaws (x2); Stainless steel flower box; LAWNFLITE lawnmower; BURNON weeder and trolley; walk behind mowers (x4); concrete plant pots (x2); strimmer c/w saw head attachment; WEBB ride-on cylinder mower (24"); HUSQVARNA motor lawn aerator/scarifier (HONDA engine); SPEAR & JACKSON chainsaw; Handheld hedge cutter; LAWNFLITE ride-on tractor; MOJACK mower lift; HONDA cylinder mower (18") (x2); TORO recycler mower with BRIGGS & STRATTON engine; AGRI FAB steel garden trailer; QUICKSILVER petrol lawnmower; LAWNFLITE ride-on (32"); RALLY ride-on mower (12hp); WESTWOOD S1000 ride-on-mower; WEBB (24") mower c/w roller, self-propelled ; ATCO (24") self-propelled; WESTWOOD 1300 ride-on mower with grass box collector; HUSQVARNA strimmer; BOSCH hedge cutter; FLYMO lawn mower; walk behind vibrating roll; BOSCH lawn mower; DRAPER rotary mower (18"); RYOBI shredder; HAYTER ride-on mower engine (2cyl.); Square concrete garden pots (x2); Glazed pots (x3); 2-wheeled horticulture barrow/mower; RANSOMES multi-mower c/w 7.2hp engine; 4-wheeled garden trolley; RYOBI (16cc) brush cutter with manual; INTERNATIONAL CUB ride-on mower; MAYFIELD rotavators; MAYFIELD rotary mower; SUFFOLK

PUNCH cylinder mower; Garden fertiliser spreader; HONDA ride-on mower; Mower 30" cut; RANSOMES gang set, motor triple. Etc.....

SPARES:

MASSEY FERGUSON front weights (x5); Qty. farm parts; NEW HOLLAND rotavator blades; pr. FORDSON SUPER DEXTA wings; DAVID BROWN 990 drawbar; DAVID BROWN stabilisers (x2); NUFFIELD top link; FORD CAT top links (x2); JOHN DEERE front weight; MASSEY FERGUSON fore-end loaders (x2); mini digger bucket; Compact tractor mini digger/backhoe attachment; LAND ROVER Discovery 5 electric deployable tow bar; FERGUSON hitch hook; FORD 4000 weights (x4); MF 135 front weight; INTERNATIONAL 440 baler auger; FERGUSON 9-hole drawbar; Teleporter seat; Twin transport wheels; FERGUSON seat backs; FERGUSON 165 arms; FERGUSON 35 arms; Trailer drawbar stand; RANGE ROVER dog guard; LAND ROVER 90 tailgate; (45kg) JOHN DEERE wafer weights (x8); Harrows (6'); BOBCAT bucket (4'); Digger bucket (2'); Qty. green strong sprayer pipe; Red pipe; FORD Transit pick-up side doors; FERGUSON radiator; FERGUSON bonnet; DAVID BROWN 990 safety frame; DAVID BROWN front axles (x2); FERGUSON radiator; FERGUSON linkage brackets (x4); Early FERGUSON top link (x2); Nine hole bar (x2); Top links (x2); DAVID BROWN Cropmaster top link; DAVID BROWN VAK1 link arms; DAVID BROWN VAK1 steering wheel; DAVID BROWN Cropmaster double seat frame; qty. DAVID BROWN spares; DAVID BROWN Cropmaster diesel starter motor; DAVID BROWN diesel air filter with mushroom top; DAVID BROWN clutch lever; DAVID BROWN Cropmaster brake handles (x2); DAVID BROWN Cropmaster side panels (x2) (New); DAVID BROWN Cropmaster diesel head gasket (new); DAVID BROWN chocolate series tool box; DAVID BROWN chocolate series link arms (x2); FERGUSON pick-up hitch with jump plate; FERGUSON 35 fuel tank (new); FORD tool box 1000 series; FORDSON tractor tool box; LISTER fuel tank. Etc.....

COLLECTABLES:

Blacksmiths anvil; Vintage oved door; Vintage stooks mover; AVERY weighing scales; Antique grinding stone (x2); Victorian radiator; Hammer mill with blower; Antique garden roller (c. Edgar Bros. Carlisle); Royal garden roller (c. 1091); URSUS C-385 Spare Parts Catalogue; FORDSON TRACTOR Service Bulletin 1952 onwards; URSUS C-355 Spare Parts Catalogue; URSUS 912-1614 Parts Catalogue; FORDSON MAJOR instruction book; FORDSON COUNTY full tracks instruction book; COUNTY SUPER 6 954 instruction book (x2); Old milk churn; FORDSON STANDARD instruction book; FORDSON parts list (x4); URSUS tractor brochure; VILLIERS engine spare parts and instruction book; VINTAGE INTERNATIONAL fertiliser leaflet; Manure spreader instruction book; OLD GLORY magazines in binder (2004/2005/2006); URSUS repair manual (902-1604); URSUS C-385 repair manual. Etc.....

TIMBER & FENCING:

Qty. wrought iron fencing; Electric fencing brackets; Plastic electric fence stakes (x50); Electric fence regulator; pr. Heavy iron gates; (x24) motorway crash barriers; (x5) Barn door hinges; Fencing stakes; posts; (x70) Electric fence posts; (x6) Rolls electric wire. Etc.....

WHEELS & TYRES:

Pr. Row crop wheels (9.5-48) 8-stud fit IH tractors; Sml cast iron wheels; (new) Hay turner tyres (x2); LAND ROVER Discovery tyres (x2); Baler pick-up wheel and bracket; (x4) Lg. implement/dumper wheels and tyres (14-17.5); Grey FERGUSON front grass tyres; FORD 8-stud wheel centre; GENERAL GRABBER AT's with 20" LAND ROVER rims (275/40/R20 tyres); BRIDGESTONE DUELER H/T (255/65 R17) TYRES; Sml. cast iron wheels; LAND ROVER wheels and tyres (x4); Trailer tyres; (x2) 5-stud tyres (10.0/80/12); (x5) 255 (17-0-R15) Tyres; 215 R15 Tyre; (x4) 205/50 ZR17 Alloy wheels; OX wheel; (x2) (15x6.00-6) tyres and wheels; (x2) worn LAND ROVER tyres with wheels (7.5 x R16); (x2) Tyres (12-4 28); (x2) Wheel rims (TEF20); Tractor wheels and tyres; Lg. cast wheels (x3). Etc.....

LIVESTOCK EQUIPMENT:

Qty. sheep hurdles; chicken house; calf creep feeder; corner hay racks (x2); Pro-Vac Tippa Vacuum System; small water troughs (x2); iron pig trough; manger; BATEMANS sheep scales; cattle head crush; (x2) pig arks; cattle trough; wooden sheep troughs(x4); lamb creep (x2); Farm gate. Etc.....

TOOLS & MISCELLANEOUS:

SMC lighting tower with KUBOTA engine; PLANET seed drill; BEAN push drill; brush drill; Winch; Qty. 2-stroke oil; Head lamp beam setter with rails; Lg. qty. small hand tools; Folding ladder; Aluminium tower (x2); step ladders (x4); Petrol cans (x3); Metal ladder; Tub of span straps; Ratchet hand winch; (1 ton) Pea bins; GRYPHON bench wire brush; Bench grinder; Pillar drill; KINGFISHER knapsack sprayer; DIRECT POWER air compressor; SKIL orbital sander; AEG cordless drill; DEWALT DW1150 planer/thicknesser; CLARKE belt sander; PARKSIDE Delta sander; Jigsaw; (x2) drills; Lamp; Battery charger; Jerry cans (x5); Ammunition metal boxes (x2); Lg. shackles (x6); Chain block; Lg. wood clamps (x2); Qty. Blacksmiths tools; RALEIGH folding bike (16" wheels) (x2); Electric cement mixer; qty. drain rods; rolls wire; metal filing cabinet; sharpening stone; vice; chain hoist; Set of mole traps; RECORD vices (x3); Levelling tool; Boot scraper (x2); Log splitter; Wine/cider making equipment; Fruit press; Ships rope and buoy; Water bits and fittings; Cat boxes; Dog basket; Fence paint (x4) and sprayer; Reel armoured cable; Sinks: x3); Bench vice; Qty. floor paint; Qty. oil (15/40); Dog kennel; Axle stands (x2) electric drill; qty. PTO shafts; lg. stainless steel immersion tank; ARC welding equipment; Boxes misc. bolts; Buckets nails; Box wood screws; Plastic potato picking baskets; Pack silage bags; Beet and potato forks; Set farm scales; Builders shovels (x2); Panel sawdust extractors hood on arm; Clay Pigeon Trap on barrow; Clay Pigeon Trap (x2); Clay Rabbit Trap on barrow; Qty. nets; Qty. disc cutters; Measuring chain; Wagon straps; Corn sampler; Battery booster; Corn drill spouts; Drainage ritter; Hop picking hook;(x3) Spotlights (new); Extension lead (4m); Drum belt; York vice; (x2); (20t) Trolley jack; (15t) Bottle jack; SPALDINGS metal bandsaw; TORNADO gas gun (x2); Sml. rabbit hutch (x2);Lg. rabbit hutch; BBQ; Orbital sander; 4-drawer filing cabinet; (x2 packs) Wicker baskets (12"); Tree canes (50); Child's bicycle (x2); Painted cupboard doors (x3); Eco membrane (4 x 25m); Wheel barrow (x2); Engine crane; Lg. metal box; Hose pipe; Sack barrow (x2); Wet/dry Hoover; Manhole cover; Bottle jack; tool box and tools (x2); Trestles (x3); Sheet of tin; Tunnel; Folding ladder; Boxes rope (x4); Lifter sack barrow; Hydraulic oil; Gear oil;

Triple alloy ladder (4m); Triple alloy ladder (3.6m); Double alloy ladder (3.6m); Single alloy ladder (4.4m) (x2); Ladder stays; Box of chains; Fire extinguishers (x2); WOLF pillar drill; Saw shaft with brace; table; 6 tig nut switch; knapsack sprayer; Balmoral tank single skin (BRM H 2500);(x3) 77" x 302 blue wooden doors; EMMELLE Routier/Suntour ladies bike; RALEIGH Stonefly mans bike; REEBOK ZR7 exercise bike (x2); Cordless electric drill; STUREVANT engine brick breaker; Qty. hessian sacks; (x3) Binder guide bars; Qty. threshing belts; Qty. tin sheets; DRAPER power washer; Table saw; Brass mole pump eradicator; Teal wash hand basin; RALEIGH electric bike; Asstd. drain fittings; Racking; (x2) boards (10' x 4'); Hose reel; Roll of felt; Gazebo; Plastic fuel tank (1,200/1,500L); Qty. buckets & tubs; DEUTZ child's ride-on tractor and trailer; JOHN DEERE child's 3-wheel ride on tractor with trailer; Gantry shackles on rollers. Etc.....

..... quantity of un-catalogued, late entries

Region 1,500 LOTS

**** SAVE THE DATE****

**Farm Machinery Sale
Saturday 7th May 2022
Market Rasen Area**

CONDITIONS OF SALE

1 DEFINITIONS

In these conditions the following terms have the following meanings unless inconsistent with the context

“Auctioneers” means Perkins George Mawer and Co.

“Commission” means the commission charged on the sale of 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

“Saleground” means the venue at which the Sale takes place

“Hammer Price” means the price at which a lot is knocked down by the Auctioneer to the Purchaser

“Sale Proceeds” means the net amount due to the Vendor being the hammer Price of the lot sold less commission and expenses and any other amounts due to the Auctioneer by the Vendor in whatever capacity and howsoever arising

“Reserve Price” means the minimum price fixed by either the Auctioneers or the Vendor at which any Lot is to be sold at the Sale

Except where the context otherwise requires words denoting the single include the plural and vice versa; words denoting one gender include all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions. These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneer who will announce any departures at the start of the sale

3 HEALTH AND SAFETY

(i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.

(ii) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneer in charge.

(iii) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

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 and the Auctioneers as such 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 EXCLUSION OF LIABILITY

(i) 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 Lots) whether incurred before, during or after the Sale.

(ii) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of personal injury to or death of any person 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, their servants or agents.

6 WARRANTY

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 22.

7 ENTRY OF LOTS FOR SALE

(i) All Lots must be delivered to the Saleground in accordance with the terms of the Schedule set out on the Auctioneers' entry form (copies of which are available from the Auctioneers' Offices at the Saleground).

(ii) Unless otherwise agreed by the Auctioneers no entries can be accepted on the day of the Sale.

8 CONFIRMATION OF OWNERSHIP

(i) The Vendor warrants to the Auctioneers and to the Purchaser:-

(a) That he is the true owner of the Lot or is properly authorised to sell the Lot by the true owner.

(b) Is able to transfer a good and marketable title to the Lot free from any third party claims liens and encumbrances and that all entries on the entry form are correct.

(c) No Lot is subject to a Hire Purchase Agreement.

(ii) The Vendor will indemnify the Auctioneers, their servants and agents and the Purchaser against any loss or damage suffered by them in consequence of any breach of the above warranties on the part of the Vendor.

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

(iv) The Vendor will indemnify the Auctioneers if any warranty is found to have been made by the Auctioneers as a result of such announcements or publications.

(v) Any indemnity under these Conditions shall extend to all actions, proceedings, costs including legal costs, expenses, claims and demands whatever incurred or suffered.

9 TRADES DESCRIPTION ACT 1968

The Vendor is reminded that under the terms of the Trades Description Act 1968 the vendor of any Lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

10 RESERVE PRICE AND BIDDING

(i) The Vendor shall be entitled prior to the auction to place a reserve price on any Lot, being the minimum amount for which the Lot shall be sold.

- (ii) Such reserve shall be in writing and the document containing the reserve will be handed to the Auctioneers not later than one hour prior (or as advised in special conditions) to the commencement of the auction and in the event of the vendor failing so to do the Lot will be sold without reserve.
- (iii) A reserve price once placed by the Vendor shall not be changed without the consent of the Auctioneers.
- (iv) Where a reserve price has been placed only the Auctioneers may bid on behalf of the Vendor.
- (v) No Vendor may bid nor may any third party bid on the vendor's behalf.
- (vi) Any Lot bought in by the Vendor or on his behalf may be subject to full commission charges.

11 RESERVATIONS

- (i) The Auctioneers sell as Agent for the vendor and as such are not responsible for any default by the Vendor or Purchaser.
- (ii) The Auctioneers 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 in case of dispute, put up any Lot for auction again.

12 CATALOGUES AND ADVERTISEMENTS

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement will arrive for Sale, nor that any description therein contained can be relied upon as accurate. Any illustrations in Catalogues are for general identification only.

13 BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneer.
- (ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
- (iii) No biddings shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance less at a bid than a sum to be named from time to time by the Auctioneer.
- (iv) All Lots must be inspected by the Purchaser who bids on the understanding that he has inspected (or is deemed to have inspected) the Lot for which he is bidding and agrees to take it with all faults and imperfections (subject to Clause 19).
- (v) The Auctioneers may accept written instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their Staff to bid for any Lots or for failure of telecommunications relating to bids made.
- (vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.

14 PAYMENT

- (i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneers' discretion.
- (ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

15 RESERVATION OF TITLE

- (i) If the Auctioneers do not demand payment from the Purchaser but allow him to remove the Lot from the sale then the Purchaser shall ensure that the title in the Lot remains vested in the Vendor (or the Auctioneers as Agents of the Vendor) until payment in full has been made. If the Vendor has been paid, but the goods not paid for the title remains with the Auctioneers, until full payment has been made.
- (ii) Until payment in full has been made the Purchaser shall undertake to keep the Lot in a good and marketable and readily identifiable condition and not to sell the Lot which remains the property of the Vendor. In addition, if not paid for on demand, the Lot shall be returned to the Auction site for resale.
- (iii) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as Agent of the Vendor).
- (iv) In the event of breach of conditions 14 or 15 (i) to (iii), the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

16 RESPONSIBILITY FOR LOTS

- (i) Until sold each Lot shall be at the Vendor's risk and it shall be his duty to preserve the same.
- (ii) After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

17 BUYER'S PREMIUM

The Auctioneers reserve the right to charge a Buyer's Premium of 5% plus VAT on the hammer price.

18 VALUE ADDED TAX ON PURCHASE PRICE

- (i) VAT at the standard applicable rate will be added to the price of all Lots unless they are exempt.
- (ii) Exports and removals of goods from the United Kingdom will be dealt with under the requirements set out in HM Customs and Excise VAT Notice 703 dated November 1996 and entitled "Exports and Removals of Goods from the United Kingdom" together with any amendment or replacement of that Notice.

19 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 sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgment as to whether the Lot accords with its description. Neither the Auctioneers, their servants or 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 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.
- (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 description calculated to mislead Purchasers will be deemed to have been sold with a warranty that such Lot is in "working order" and therefore has no defect which renders it incapable of the reasonable work for which it is intended and it must be capable of performing such work.

- (iv) All electrical items require a current Electrician's Safety Certificate and any item delivered 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 and vendor shall have no responsibility for the safe use of the item.

20 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 authorisation necessary before such vehicle or trailer can be used on the road.

21 HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO HEALTH AND SAFETY

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.

22 NOTIFICATION OF DEFECTIVE LOTS

- (i) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of the Lot purchased shall notify the Auctioneers as soon as practicable and no later than 12.00 noon on the third working day following the Sale at which the Lot was purchased and shall return such Lot to the Saleground not later than seven days following such Sale together with a competent engineer's report (if so required by the Auctioneer) setting out full details of the defect alleged.
- (ii) The Auctioneers will notify the Vendor of the alleged misdescription or breach as soon as reasonably practicable. If the Lot is returned in accordance with clause 22 (i) above the Vendor shall furnish a competent engineer's report to the Auctioneers within 4 working days of notification of return from the Auctioneers. If such report confirms the defects alleged in the Purchaser's engineers report the sale shall be rescinded, the Lot shall be returned to the Vendor and the Vendor shall account to the Purchaser for the full purchase price. If such report does not confirm the defect alleged in the Purchaser's engineer's report, or in the event of the Vendor failing or refusing to supply an engineer's report with 4 working days of notification of return of the Lot the Auctioneers may refer the matter to such person as they think fit to act as arbitrator in accordance with clause 22 (iv) below.
- (iii) Notwithstanding the rescission of the sale, the Vendor shall be liable to pay the Auctioneers a sum representing the Commission that would have been payable to the Auctioneers if the sale had not been rescinded.
- (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 whose decision shall be final and binding on the Vendor and the Purchaser.
- (v) In the event that any sale is rescinded in accordance with clause 22 (i) and (ii) above and the Purchaser has incurred transport costs the Vendor shall reimburse the Purchaser for such reasonable transport costs and in addition shall reimburse the Purchaser for the reasonable costs of the Purchaser's engineer's report.
- (vi) For the avoidance of doubt the costs referred to in clause 22 (v) above shall be recoverable from the Vendor and not from the Auctioneer.

23 AUCTIONEERS' RIGHT TO ANNUL SALES

In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.

24 APPLICABLE LAW

These Conditions shall be governed and construed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.

25 MONEY LAUNDERING REGULATIONS

Under new legislation from 1st March 2004 we are unable to accept payment in cash of 15,000 Euros (Pound Sterling equivalent) or more in any currency for a single transaction.





