



PGM&CO.
Perkins George Mawer & Co.



Chartered Valuation Surveyors & Estate Agents
Agricultural & Fine Art Auctioneers

SALES | LETTINGS | AGRICULTURAL | AUCTIONS

The Lincolnshire Collective Sale

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



The Sale will commence at 9.30am
SATURDAY 5TH OCTOBER 2024

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

01673 843011 | www.perkinsgeorgemawer.co.uk

Sale by Auction





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Foreword

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.

**THE SALE WILL COMMENCE
AT 9:30AM, SATURDAY
5TH OCTOBER 2024 AT
MARKET RASEN RACECOURSE,
LEGSBY ROAD, MARKET
RASEN, Lincs LN8 3EA**

**Items may be viewed on
Friday 4th October between
1.00pm and 6.00pm and on the
morning of sale from 8.00am**

Please see 'Conditions of Sale' printed at the rear of this catalogue

For any further information please contact:

Nicholas Sharp (07970 986364)

Elton Moulds (07775 850703)

Molly Williams (07833 453810)

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

GENERAL REMARKS

Introduction

Perkins George Mawer & Co. (PGM & CO.), Chartered Valuation Surveyors & Estate Agents, Agricultural & Fine Art Auctioneers are pleased to announce their regular Lincolnshire Collective Sale by Auction of Tractors, Farm Machinery, Implements and Tools. The Sale will include about 1,500 lots from local vendors, deceased estates and the trade.

Items in the sale may be viewed on **Friday 4th October 2024 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 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 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 several 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 buyer's card at the pay office immediately upon entering the sale ground.

Commission Bids

The Auctioneers are no longer able to accept Commission bids. Prospective purchasers must make their own arrangements.

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.

Buyers Premium

A buyer's premium of 7.50% 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. It is the responsibility of purchasers to satisfy themselves as to the VAT position on each lot.

Loading Facilities

A forklift will be available on site until **12noon on Sunday 6th October 2024**

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 Saleground by 12 noon on Sunday 6th October 2024 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. Whilst every effort is made to ensure the security of items, it is the responsibility of the purchaser at the fall of the hammer.

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 **Several Auctions** at the same time. Subject to the numbers the sale of the **Tractors and Vehicles will take place at or around 1.00pm** when multiple Auctions might still be operating.

TRACTORS:

BENYE tractor c/w fore-end loader.

CLASS Targo K70 Telehandler c/w tines.
(Bucket to be sold separately).

(1976) **INTERNATIONAL** Harvester 574,
2wd (V5).

INTERNATIONAL Harvester 485, 2wd
c/w QUICKIE fore-end loader.

(2022) **KIOTI CK3530 MST** compact
tractor c/w KIOTI KL4010 fore-end
loader and bucket/forks, roll bar
with canopy, 618 hours, Reg No.
FX72 DMO (V5).

(2012) **KUBOTA** L5040 compact
tractor c/w cab, 2,824 hours, Reg No.
FX12 JUC (V5).

LEYLAND 384 tractor c/w cab,
WWB 809L.

(1974) **MASSEY FERGUSON** 135 Multi-
Power good working order, instruction
manual, taxed.

(1999) **NEW HOLLAND** TS115 Tractor
c/w MX fore-end loader, Euro 8
headstock (7,000 hours), Reg No.
T611 KHH.

(1964) **NUFFIELD 460** (part-restored)
c/w V5.

VEHICLES:

(2021) **HONDA TRX** 420 quad-bike,
Reg No. FY71 NOW (V5).

(2001) **YANMAR B25V** mini-digger plus
buckets (x3)

TRAILERS:

IFOR WILLIAMS LT1050 twin-axle
trailer c/w ramps and drop sides; IFOR
WILLIAMS P8E single-axle trailer c/w
mesh sides; TYE 2-wheel, tip trailer;
IFOR WILLIAMS P8 special (with
Bulldog w/clamp); Car trailer; IFOR
WILLIAMS twin-axle trailer (14'); (10 x 5)
twin-axle trailer (new brake parts fitted);
MARTIN MARKHAM trailer (3T); (16' x 6')
low-loader trailer (incl. loading ramps);
small motorbike trailer; horsebox trailer;
FERGUSON tip trailer; Plant trailer;
2-wheel low loader. Etc.....

IMPLEMENTS:

HAYTER TM739 trailed, triple-gang
mowers; (2022) WESSEX CMT180
trailed rotary pasture topper; (2022)
FarmMaster PRO range HHVFL flail
topper; (2015) TEAGLE Dynamo rotary
pasture topper; (2021) Newbang M120
trailed ATV topper c/w Loncin (420cc)
engine; (2015) STANDEN Delta CE180
rotovator; PTO driven, tractor mounted
cement mixer; BOMFORD Robin 4.3
3pt. linkage, hedge trimmer; (2016)
SPAWEX WP5 folding grass/chain
harrow; FLEMING HYD6 transport box;
(2015) Sigma 4, rear-mounted digger
c/w several buckets; SPALDINGS slug
pelleter; Wood-Mizer LX100 timber
processor (new); Rotary pasture topper;
JCB man-box; linkage for compact
tractor; small tractor roller; BAMLETT
horse drawn mower; RANSOMES TS 57
plough (5f); Tractor transport box (x2);
LEMKEN reversible plough/spares (3f);
pony plough. Etc.....

ENGINES, PUMPS & GENERATORS:

MIL 8500 Generator; Air compressor; Petrol water pump; TRUECRAFT hydraulic press; HONDA IIP generator; HONDA generator GX160; (12.5hp) engine; Petrol water pump; Hand water pump; (5.5Kw) petrol generator; Water pump; CLARKE MIG 105EN Turbo welder; 3-phase compressor; Small compressor; LISTER single cylinder generator; HONDA water pump; PERKINS engine. Etc.....

LAWNMOWERS & GARDEN EQUIPMENT:

HUSQVARNA BZE zero-turn ride-on mower; LawnStar AG122 ride-on mower; Logsplitter DW1000; HAYTER 1640 ride-on mower; MURRAY ride-on mower; Strimmer; Garden bench; HONDA ride-on mower; HAYTER petrol mower; Diesel saw bench (x2) spare blades; MITOX chainsaw; HUSQVARNA chainsaw 135; STIHL hedgetrimmer H581TC; STIHL strimmer F5 70; Leaf blower; Hedgetrimmer; JALO cultivator; Hedge knife/tools; ATCO blower; Ride-on mower (Spares or repairs). Garden Bench. Etc.....

SPARES:

TANAKA spares; Cutter bed fit mower; Mower seats (x2); Plastic mudguards (x8); Hydraulic legs (x2); Heavy duty draw bar; Qty. mixed sized lifting straps; BRAY gearbox; Hydrostatic unit; BRAY cab/parts; Stillages (x2); Flail toppler gearbox/parts; WHITLOCK digger buckets (x2); Combine/binder knives; Buckrake tines; CLAYSON combine fuel tank; Slow speed motor/starter box; Twin-axle caravan chassis; FORD drawbar; FORD check chains; Power steering kit; Sprayer fit quad bike; NUFFIELD pulley. Etc.....

COLLECTABLES:

York stone trough; Ornate cast iron railings; Chimney pots (x2); London wooden market barrow; Glass milk jars (x4); Stone troughs (x2); Old postman's bike; Assorted toy vehicles; Horse-drawn ridger; Horse-drawn harrow; Pr. cast iron seat ends; Qty. cast iron gutter spouts. Street light lamp posts (x11); Britannia Cast table frame (x 3); Pig trough; Pr. Decorative metal planters and stands; Lions Head bench end (x3); Cast Iron table ends (x3). Etc.....

TIMBER & FENCING:

Qty. doors; Timber windows; PR steel double gates and posts; Qty. softwood timber; Metal barriers (x20); Qty. decking; Pr. Wooden gates; Chain link fencing (20ft.). Etc.....

WHEELS & TYRES:

Wheels c/w 11.225 tyres (x4); Tyres (18.4-38); Wheels/tyres fit VW/Skoda (x4); Assd. cast iron wheels; IFOR WILLIAMS wheels/tyres (x5); MASSEY FERGUSON fit rear tyres; (x2) Wheels (10 x 15); (x2) FORDSON wheels/tyres (16.9x30); (x2) FIRESTONE wheels/tyres (13.6x16); Pr. FORD front wheels (80x15); Tractor rowcrop wheels. Etc.....

LIVESTOCK EQUIPMENT:

Sheep dip; Sheep hay feeder on wheels; Sheep hayrack; Electric fence unit/stand; Electric shepherd fence unit (ESB 250); WAYMASTER calf weighing crate; Mixed lot electric fence reel holders/posts; PAXTON troughs (x2); Feed barrow; Feed troughs; Full/part rolls stock netting; Part rolls stock netting; Mahogany saddle; Hay racks; Qty. horse shoes; Freestanding hayrack; Galvanized cattle trough; Horse rugs; Head collars; Horse grooming equipment. Etc.....

TOOLS & MISCELLANEOUS:

SEALEY mig welder; Workshop heater; (x2) Small chainsaws; Industrial welder on wheels; WP1550 Wacker plate; Pallet trolley; Pr. Bench ends; Electric motor; Specialized MTB; Startrite pillar drill; 2-wheel generator; Qty. weldmesh; Qty. zinc sheets; Qty Alloy ladders; Concrete water trough; Welding table (x2); White wash basin/toilet; Electric over sink water heater; Trailer light bar; Box of electrics/lights; Architrave shower sealing kit for board; Fabric reclining garden chairs (x2); Lounger chair frames (x2); BUTTERSAW 303 mig welding plant; CEBURA (153C) Mig welder; Union pedestal grinder; Trump nibbler; Professional pressure washer; Metal tank (x5); Concrete table; Metal tank stand; Metal table; Wire; Gripping tiles; Dutch trolley (x5); Lg. 2-wheel barrow; Ride-on mower deck (x6); Old mower (spares); Lifting block; Box of carburetors; Advert boards; Qty. starter motors; Box of screws; Gauge and lamps; Tub of fuses; Box of bearings; Box of cylinder heads; Qty. air gun nails; Tray engine spares (x2); Box of wheels; Box of drill bits; Green boy screws and nails; STIGA parts (x2); Boxes (x4); (10t) bearing press; Trolley jack; Bottle jack (x2); Battery charger; Diesel space heater; Wheel brace; Engine lift; Blacksmiths vice; Large engineers vice; Pick-up truck rear canopy; Qty. Air tools; IBC cage of heat bricks (x3); Small hole plough; Qty. garden tools; Hand tools; Wheel clamp; Fishing rods; Food tins; Fruit press; Pressed steel lengths (trailer ramps x2); Hydraulic spares; Hydraulic rams; Steelyard weighing machine; Plant trough; Petrol cans (x2); Galvanised watering cans (x3); Metal trunks (x2); Socket set/spanners; Sash clamps; Drain spirit level; Qty block/tackles; Paraffin heater; Small

cartwheels (x2); (56lb) Scale weights (x2); BBQ; Metal round pots (x2); Qty. tools; MIG welder; Electric hens; Small electric power washer; HOSELCK reel and hose; Qty. kindling (x3); Big bags of logs (x3); Pressure washer; External door; Internal door; Heater; Stairlift; Vice (x2); Box fishing reels (x5); Spinning reel; Wooden step ladder; Cold smoker; Measuring chain; Seasoned logs (x3); 3-wheeled mobility walking aid; Mobility scooter; Ladies bike; Adult bikes (x3); Watering cans (x5); Large marquee; Grinders; Old metal trolley; Ladders; Metal gun cabinet; Oil can/funnel; LEOPARD child's quad bike (with spare wheel); Child's scooter; Big tree guard; Industrial racking (x2); Sash cramps (x2); Wooden garden furniture; Blue curtain sider covers (x2); storage container (8' x 8'); Plastic portaloo; Oil fuel drums (x3); Small trolley; roll rope (22mm); Pr. wooden steps; Mechanical hacksaw; Heavy duty straight bar; Electric hoist; Electric (24v) winch; Barrel spillage tanks (x3); Lg. plastic tank; Small plastic tank; Heavy duty shackles; Camping space heater; Workshop gas heater; Qty. fuel cans; Workmate bench; Welder/rods; Garage heater; Pallet roof tiles; Gas banger; Small scales/weights; Caravan fridge; Caravan heater. Etc.....

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

Excess 1500 LOTS

Caterer in Attendance

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 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.

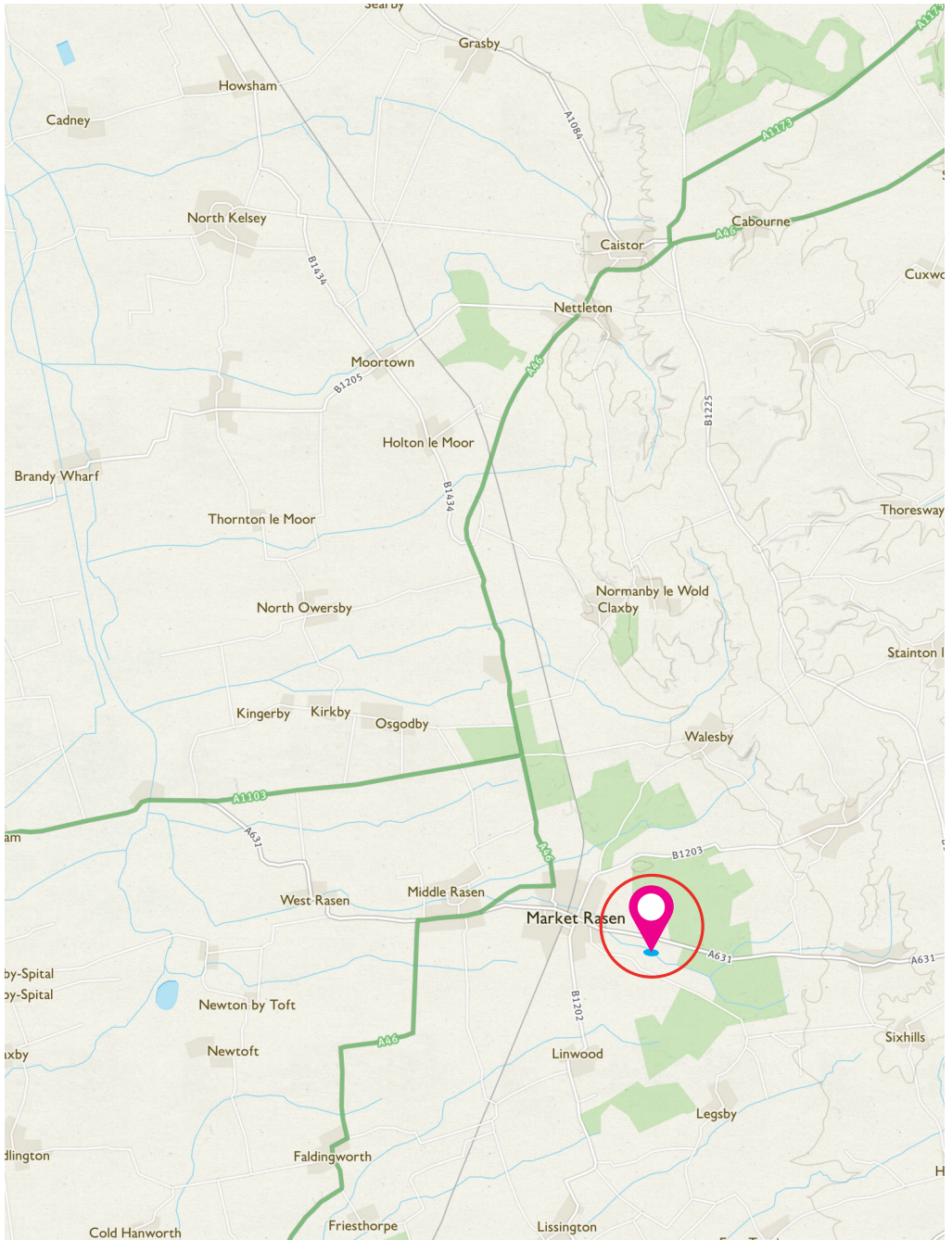
(ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.

(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 7.50% 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 ANNUAL 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.



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