

## Timed Online Farm Dispersal Auction



AT Newstead Farm, Burwell, Cambridgeshire  
ON Behalf of Mr N Driver

Beginning **9am Monday 15<sup>th</sup> November 2021**  
Ending **1pm Thursday 25<sup>th</sup> November 2021**

Viewing Days **16<sup>th</sup> & 17<sup>th</sup> November 2021**  
**(12 Noon – 5pm)**

**BidSpotter.co.uk**

**i-bidder.com**

## Viewing

Viewing days will be held **on Tuesday 16<sup>th</sup> November & Wednesday 17<sup>th</sup> November 2021** from **12 noon – 5 pm**.

## Situation

Newstead Farm, Burwell is situated around 10 miles East of the city of Cambridge and 4 miles North West of Newmarket.

The farm lies just outside on the southern edge of the village of Burwell. Burwell can be approached either from the Cambridge Direction via the B1102 or from the Newmarket direction via the village of Exning on the B1103. From the centre of the village travel southward down the Highstreet towards Swaffham Road (B1102), Continue down the road for approximately half a mile and Newstead Farm will be found on the right-hand side. The postcode is **CB25 0AN**.

## COVID-19 Guidelines

If you are displaying COVID-19 symptoms or have been in contact with anyone who has displayed any COVID-19 symptoms within the last 14 days prior to visiting the site, you must not attend the on-site viewing days.

On both viewing days there will be measures put in place which are in line with HSE and government guidance to reduce the risk of the transmission of COVID19. To reduce the amount of people entering onto the site, it is requested that only those with a genuine intention of purchasing items from the sale attend the site.

## Order of Sale

The sale will commence at **9am Monday 15<sup>th</sup> November** and end **1pm Thursday 25<sup>th</sup> November 2021**. Bidding via **ibidder.com** and **bispotter.co.uk**.

## VAT

VAT and an internet surcharge at the standard rate will be added to the purchase price of all lots unless the vendor has specified otherwise announced during the course of the sale. Items in the catalogue marked with a # are not subject to VAT.

## Buyer's Premium

A buyer's premium of 2% of the hammer price is payable on all lots. This is subject to VAT at 20%.

## Commission Bids

The auctioneer will be pleased to execute written commission bids on behalf of persons unable to attend the sale. You can leave a commission bid on your behalf either by email, registering through the website ([www.lsk.co.uk](http://www.lsk.co.uk)), or alternatively telephoning the office or leave a bid (01284 748634) after viewing the items on Tuesday 16<sup>th</sup> & Wednesday 17<sup>th</sup> November 2021.

## Online Bidding

Live online bidding will be taking place via [ibidder.com](http://ibidder.com) or [bidspotter.co.uk](http://bidspotter.co.uk). The Auctioneers will charge purchasers an internet surcharge of 2% (plus VAT) on the hammer price of every lot purchased online. It is recommended that any registrations for online biddings are made in advance of the day of the sale. Lacy Scott & Knight will not accept responsibility of any loss of connectivity and the ability to bid on the day of the sale.

## Hours and Mileage

Are as at the time of cataloguing. V5 documents (where applicable) will only be supplied after clearance of cheques or other payments.

## Pre-Sale Disclaimer

Please note if there any changes to the sale as result of COVID-19 please check our website for regular updates to the sale. Please carefully read the conditions of sale in this catalogue and on display in the sale office and on our website for further information.

## The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

In accordance with the above legislation, we are unable to accept cash payments for sums in excess of £7,500. This includes single payments amounting to this sum or multiple payments totalling £7,500.

## IMPORTANT NOTES

1. **This Online Timed Machinery Auction** takes place on behalf of Mr N Driver at Newstead Farm, Burwell.
2. **Export:** If any lots are to be exported outside the EU, VAT will be charged and retained by the auctioneer until a Customs Clearance note is secured. The VAT will then be refunded. If confirmation of export is not secured within 8 weeks, the VAT will be paid to the vendor and declared in the normal way. If lots are to be exported within the EU proof of VAT registration number and confirmation of port for export will be required otherwise VAT will be charged.
3. **Removal of Lots:** All lots must be collected by Friday 3<sup>rd</sup> December 2021 and a loader with operator will be available free of charge for loading heavier lots without appointment on Thursday 25<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup> November. After this date Buyers must **contact Nick Driver on 07812744775 beforehand** to arrange loading times. All lots will be the purchaser's responsibility and liability at the fall of the hammer, whether paid for or not. An invoice receipt must be obtained to remove an item from the sale ground.
4. **Health & Safety:** Notices will be posted in the Sale Office and copies are available if required or can be downloaded from [www.lsk.co.uk](http://www.lsk.co.uk)
5. **Payment:** If purchasers wish to pay by cheque and are not well known to the Auctioneer, then no lot will be removed from the site until the cheque has cleared or without a suitable bank reference addressed to the Auctioneer prior to the sale. Payment can be made Credit/Debit Card. At the fall of the hammer all lots shall be the sole risk of the purchaser. Payments must be made by either Bankers draft, postal order, Debit Card, BACS or CHAPS, within 5 working days of the conclusion of the Auction period. Alternatively, they may instruct their bank to write or fax the auctioneers at the Bury office (01284 747132 fax) confirming that the cheques will be honoured to a predetermined figure. Unless this procedure is followed items may not be removed until cheques are cleared.
6. **Hours:** Are as at the time of cataloguing. V5 documents (where applicable) will only be supplied after clearance of payments
7. **Lot Measurements and Descriptions:** All measurements are approximate and buyers are advised to check these before purchase.

**SALEGROUND TELEPHONE**  
**GRAHAM FORD – 07503 684374 or 01284 748634**  
**SAM GIRLING – 07771727117 or 01284 748639**

**Please see below the links to register and bid for the sale**

**iBidder** - <https://www.i-bidder.com/en-gb/auction-catalogues/timed/lacy-scott-and-knight/catalogue-id-srlac10460>

**BidSpotter** - <https://www.bidspotter.co.uk/en-gb/auction-catalogues/timed/lacy-scott-and-knight/catalogue-id-srlac10460>



1. 3m Galvanised Gate
2. Kew 1502V Heated Pressure Washer
3. Qty of Sundry Hand Tools
4. Qty of Sundry Hand Tools
5. Qty of Tyre Changing Equipment
6. Sack Barrow
- 6a. Wheel Barrow
7. Qty of Hydraulic Hoses
8. 30ft Aluminium Ladder
9. Qty of Grease & Various Oils
10. Electric Fencing with Posts, Wire & Control Box
- 10a. Qty of Vermin Control
- 10b. Qty of Sundries
- 10c. Qty of Scrap Metal
11. Tong Barns Scales with 25kg Weight
12. Kitchen Scales with Weights
13. Qty of Weights
14. Qty of Tin Baths
15. West Grain Dryer Fans with 2 x 7ft Grain Spears
16. 4 x Rolls of Barbed Wire
17. Qty of Straps
18. Qty of Chains
19. Pair of Gas Birdscarers with Wind Birdscarers
20. Qty of Spring Tines Parts
21. Qty of Miscellaneous Bolts for Implements
22. Qty of Cultivation Points with Bolts
23. Qty of Kongskilde Delta Spares
- 23a. Spalding Flat Lift Points
24. Qty of Spring Tine Points
25. Qty of Accord Drill Harrows
26. Qty of John Deere Combine Parts/Spares
27. Qty of Various Massey Ferguson Lights/Parts
- 27a. Qty of Lights and Parts
28. Qty of Gregoire Beeson Plough Parts
29. Qty of Dowdeswell Parts and Bolts
30. Qty of Sundry Filters
31. 3 x Jerry Cans
32. Petrol Concrete Tamper Machine (Needs Attention)
33. 2 x Floodlights
- 33a. Qty of Oil Pumps
34. Qty of Hand Gardening Tools
- 34a. Qty of Rollover Sheets
35. Qty of Sundry Bolts & Bulbs
36. Qty of Pins, Clips & Bolts
37. Massey Ferguson Drawbars & Attachments
38. Metal Workbench with Vice
39. Anvil
40. Olympic Bantom Oil Cooled Welder with 2 x Face Shields & Welding Rods
- 40a. 2 x Grinders with Parts (Bosch & Hitachi)
- 40b. Ryobi Drill with Parts
- 40c. Extension Reel & Lead Lamp
- 40d. Electrical Components
- 40e. Qty of Wiring
- 40f. Qty of Sundries
41. Air Compressor

42. Marconi Moisture Meter & Grain Temperature Spear
43. Qty of Fire Extinguishers
44. 2 x Watering Cans
45. Qty of Wooden Sleepers
46. Qty of Grain Walling
47. Qty of Breezeblocks
48. 2 Wheel Car Trailer
- 48a. Car Trailer
49. Qty of Front Weights on Frame
50. Massey Ferguson Front Weights on Frame (15 x 45kg)
- 50a. Spare Lot
- 50b. Spare Lot
- 50c. Spare Lot
- 50d. Spare Lot
- 50e. Spare Lot
- 50f. Spare Lot
- 50g. Spare Lot
- 50h. Spare Lot
- 50j. Spare Lot
- 50k. Spare Lot
51. Qty of Drainage Piping
52. Pair of Alliance 31x15.5-15 Flotation Tyres
53. Front & Rear Row Crop Wheels. Fronts 11.2R32. Rears 12.4R46
54. Kleber Row Crop Wheels 11.2R44
55. Qty of Row Crop Wheels (Rear Kleber 9.5R48. Front 8.3/8R36 & Rear 9.5R48)
56. Qty of Kleber Dual Wheels 480/70R38 & 13.6R38 Dual Wheels x 4
57. Fuel Tank with Pump and 1,851.3l of Red Diesel
58. Tractor Mounted Slug Pelleter
59. 4m Accord Following Tines & Wheel Eradicators
60. Tractor Mounted Buckrake
61. 15ft Hydraulic Dutch Harrow
62. 4.5m Heavy Duty John Deere Pig Tail Cultivator. Type C10E
63. 5m Massey Ferguson Spring Tine Cultivator
64. Kongskilde Spring Tine Cultivator with Levelling Boards & Packer (Modified)
65. 10 Leg Massey Ferguson Chisel Plough (3m width)
66. 9 Leg Massey Ferguson Chisel Plough with Depth Wheels (2.4m width)
67. 4m Farmforce Hydraulic Folding Front Mounted Press with Spring Tines
68. 3m Kongskilde Delta Cultivator with Crumbler Bar (2010)
69. 5 Furrow Gregoire Besson Plough
70. Lemken Variopack 80 Plough Press
71. 3 Leg Spaldings Flatlift with Packer
72. 4m Sicma Power Harrow (1995)
73. Trailed Hydraulic Folding Discs (14ft Wide)
74. Cousins Sidewinder Rolls with Spacers
75. 4m Farmforce Hydraulic Folding Drill with Spare Parts
76. Bomford B49 Power Plus Hedgecutter
77. 24m Amazone ZA-M 1201 Fertiliser Spreader (2019)
78. Knight 24m Trailed Sprayer with 3000l Capacity. 4 Section Boom Shut Off. Rear Steering. Built in Wash Tanks. Comes with all Control Boxes. Tyres 540/65R28 (1999)
79. Low Loader Trailer (13ft x 5ft)
80. 12t AS Marston Trailer (2004)
81. 10t Richard Western Trailer with Manual Tailgate (1997)
82. 10t AS Marston Trailer (1994)
83. Tipping Trailer
84. Massey Ferguson 135 Tractor with Original Front Wheels. Pickup Hitch. 2,284 Hrs (Reg: 7JE 705X)
85. Massey Ferguson 590 Tractor with MF 80 Front Loader & Attachments. 5,573 Hrs. (Reg: XVA 740T)



86. John Deere 4400 Telehandler with 3,942 Hrs. (Reg: P47 JVX) (1996)
87. Strimech Telehandler Bucket (Holds 1.5t)
88. Massey Ferguson 6260 Tractor with 6,603.4 Hrs. 3 Spools. Front Tyres Goodyear 13.6R28 & Rear Tyres Goodyear 420/85R38. Reg No W861 YFL
89. Massey Ferguson 6480 Dyna-6 Tractor with Front Linkage. 4 Spools. 3,887 Hrs. Reg No AU58 EBL. Front Tyres Goodyear 340/65R28 & Rear Goodyear 650/65R38
90. Massey Ferguson 6480 Dynashift with Opico Front Linkage. 5,799 Hrs. 3 Spools. Reg No AY54 CEA. Front Tyres 16.9R28 & Rear Tyres 20.8R38
91. Massey Ferguson 6480 Dynashift Tractor. 3,866 Hrs. Reg No AY54 CFJ. Front Tyres Goodyear 14.9R28 & Rear Tyres Goodyear 18.4R38
92. John Deere 2264 Combine Harvester (Reg No S233 DFC). (3,434 Engine Hrs). (2,863 Drum Hrs). 20ft Header and Trailer (1998)
93. 12t Richard Western Trailer
94. 5t Whitlock Tipping Trailer
95. John Deere 6215 (2015) Auto Power Gear Box. Front Linkage. Auto Trac Ready. 3,850 hours. Trelleborg 650 Tyres





# STANDARD TERMS AND CONDITIONS OF BUSINESS

## I DEFINITIONS

- (i) In these conditions the following terms have the following meanings unless inconsistent with the context:  
“Auctioneers” means Lacy Scott & Knight – Property and Business Consultants LLP, whose registered office address is at 10 Risbygate Street, Bury St Edmunds, Suffolk, IP33 3AA  
“Host” means iBidder.com or Bidspotter.co.uk – The host website portal for this auction;  
“Internet Surcharge” means the surcharge charged to the Purchaser on purchased Lots;  
“Conditions” means the standard terms and conditions of business set out in this document;  
“Lots” means all or any machinery and other items sold or intended to be sold in accordance with these conditions;  
“Purchaser” means a person, firm or Company who purchase any Lot;  
“Vendor” means a person, firm or Company who puts forward any Lot intended to be sold at the sale;  
“Sale” means a sale of the Lots by auction from time to time organized by the auctioneers;  
“Sale ground” means the venue at which the sale takes place;  
“Sale price” means the price at which a Lot is sold to the winning Purchaser; and  
“Reserve Price” means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.
- (ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

## 2 CONDITIONS OF SALE

- (i) All persons registered to bid at the Sale in any capacity are deemed to bid on the understanding that they have read and understood these Conditions.
- (ii) These Conditions may be supplemented or superseded by special conditions applicable to specific Sales, any such special conditions will be noted within the descriptions of specific lots.
- (iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser’s trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers.

## 3 HEALTH AND SAFETY

- (i) All persons viewing a lot do so at their own risk and with notice of the condition of the premises and their contents.
- (ii) All persons viewing a lot are hereby made aware that there may be significant risks on the Sale ground including moving machinery and equipment;
- (iii) Caution should be exercised at all times and children and animals/pets must be fully supervised at all times.
- (iv) All persons viewing a lot must take notice of all specific health and safety notices on display. If in doubt, please consult the Auctioneers in charge.
- (v) Any accidents or incidents that occur on the Sale ground must be immediately reported to the Auctioneers and details recorded in the appropriate accident book. No powered machinery or equipment should be started without the prior approval of the Auctioneers.

- (vi) Any vehicles brought onto the Sale ground to collect lots should be operated with extreme caution and within a 5mph speed limit. Loading using machinery should only be undertaken by suitably qualified and experienced operators.
- (vii) The Auctioneers shall have the right at their discretion to refuse admission to their premises or those of their clients by any person.

## 4 AUCTIONEERS STATUS

- (i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.
- (ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.
- (iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

## 5 LIMITATION OF LIABILITY

- (i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for;
- (a) any breach of these Conditions however arising;
- (b) any use made or resale of the Lots by the Purchaser; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions
- (ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for;
- (a) death or personal injury resulting from negligence
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded or limited by applicable law
- (iii) Without prejudice to clause 5(ii), the Auctioneers shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- (a) loss of profit;
- (b) loss of goodwill;
- (c) loss of business;
- (d) loss of business opportunity;
- (e) loss of anticipated saving; or
- (f) special, indirect or consequential damage, suffered by any other party that arises under or in connection with these Conditions.
- (iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.
- (v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

## 6 WARRANTY DECISIONS

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in clause 15(iv).

## 7 RESERVATIONS

The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.

## 8 CATALOGUES AND ADVERTISEMENTS

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

## 9 RESERVE PRICE AND BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
- (ii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers.
- (iii) All Lots must be inspected by the Purchaser. Except as set out in these Conditions, the bids are on the understanding that the Lot has been inspected and is purchased with all faults and imperfections.
- (iv) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
- (v) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot.

## 10 PAYMENT

- (i) All Purchasers must register their names and addresses before they are permitted to bid in an online sale, The Auctioneers reserve the right to reject or terminate any registration at its sole discretion.
- (ii) On conclusion of the Auction period, we will notify the Purchaser by email to confirm:
  - (a) that the Purchaser is the winning bidder; and
  - (b) the amount of the successful bid
- (iii) Attached to the notification email will be an invoice for the amount of the winning bid plus any relevant commission and VAT.
- (iv) All lots must be paid for within 5 working days of the conclusion of the Auction period.
- (v) The Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.
- (vi) All payments must be made by either Cheque, Bankers Draft, Postal Order, Debit Card, BACS or CHAPS, payments will not be accepted by credit card.

## 11 RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Sale ground for resale.
- (ii) Title to Lots shall not pass to the Purchaser until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.
- (iii) Until title to Lots has passed to the Purchaser, the Purchaser shall:
  - (a) store those Lots separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and
  - (c) maintain those Lots in a good and marketable condition and keep them insured on the Vendor's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Vendor.
- (iv) Subject to clause 11(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).

- (v) If, before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then without limiting any other right or remedy the Vendor may have:
  - (a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
  - (b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.

## 12 VALUE ADDED TAX ON PURCHASE PRICE

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

## 13 WARRANTY AND INSPECTION OF GOODS

- (i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants nor agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
- (ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to clause 13(v) to clause 13(vii) inclusive set out below.
- (iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of Sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".
- (iv) All electrical items require a current Electrician's Safety Certificate and any item entered into the sale without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers shall have no responsibility for the safe use of the item.
- (v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.
- (vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.
- (vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety



at Work Act 1974 to confirm that all duties under Sections 6(1a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

#### **14 COMPLIANCE WITH ROAD TRAFFIC ACTS**

The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorization necessary before such vehicle or trailer can be used on the road.

#### **15 ACCEPTANCE AND DEFECTIVE LOTS**

- (i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the lots.
- (ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:
  - (a) in the case of a defect that is apparent on normal visual inspection, no later than 12:00 noon on the third working day following the sale date (such period of time may be extended at the Auctioneers sole discretion); and
  - (b) in the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent.
  - (c) return the Lot to the Sale ground (or other such location as notified to the Purchaser by the Auctioneers) within seven days of the Purchaser's notice; and
  - (d) within seven days of the Auctioneer's request, provide a competent engineer's report setting out full details of the alleged defect.
- (iii) The Purchaser's rights under clause 18 shall not apply if:
  - (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
  - (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade price regarding the same;
  - (c) the Purchaser alters or repairs those Lots;
  - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

#### **16 RESALE DUE TO FAILURE OF COMPLIANCE**

- (i) On failure of compliance with the Conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.
- (ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters,

advertising, market tolls, carriage, care, storage, keep and otherwise.

- (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

#### **17 AUCTIONEERS' RIGHT TO ANNUL SALES**

- (i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lots.
- (ii) Persons viewing lots at the Sale ground are respectfully reminded that verbal or physical abuse of any person, especially the Auctioneer's staff, will not be tolerated.

#### **18 REMOVAL OF LOTS FROM SALE GROUND**

- (i) All Lots whether sold or unsold may not be removed from the Sale ground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' offices. All Lots must be checked out by a representative of the Auctioneers.
- (ii) The Purchaser has no right to anything not described in the catalogue.
- (iii) The Purchaser will be responsible for removal of lots at his own expense and must provide his own labour and equipment. Such removal must be carried out safely and lawfully and in accordance with any conditions of sale of which the Purchaser is notified.
- (iv) All Lots purchased must be cleared from the Sale ground within seven days of the date of the Sale in which they were purchased.
- (v) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Sale ground for longer than the times specified in clause 18(i) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Sale ground.

#### **19 BUYER'S PREMIUM**

Buyer's Premium is charged at 2% of the hammer price on all lots. This is subject to VAT at 20%. Internet charges will apply to internet buyers.

#### **20 INTERNET SURCHARGE**

The Auctioneers will charge purchasers an internet surcharge of 2% (plus VAT) on the hammer price of each and every Lot purchased online.

#### **21 THIRD PARTY RIGHTS**

A person who is not a party to the contractual relationship shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

#### **22 ENTIRE AGREEMENT**

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

## 23 SEVERANCE

- (i) If any provision or part-provision of these conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause 29 shall not affect the validity and enforceability of the rest of the Conditions.
- (ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 24 APPLICABLE LAW & JURISDICTION

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

**LACY SCOTT & KNIGHT, AUCTIONEERS, November 2021**









# LACY SCOTT & KNIGHT

150 YEARS est. 1869

Chartered Surveyors | Land & Estate Agents | Auctioneers & Valuers

## Upcoming Sale

### Farm Dispersal Sale on Site

In conjunction with Peter Crichton

### Lower Farm, The Tye, Barking, Suffolk

Saturday 27<sup>th</sup> November 2021 starts at 10am

Viewing day Friday 26<sup>th</sup> November (12 noon – 5pm) and  
the morning of the sale



10 RISBYGATE STREET BURY ST EDMUNDS SUFFOLK IP33 3AA

TEL: 01284 748600 FAX: 01284 748610

AND

MARKET PLACE STOWMARKET SUFFOLK IP14 1DN DX 35907 STOWMARKET

TEL: 01449 612384 FAX: 01449 677185