

STANDARD TERMS & CONDITIONS OF BUSINESS

1. DEFINITIONS
 - 1.1 In these conditions the following terms have the following meanings unless inconsistent with the context:
 - "Auctioneers" means Cheffins of The Saleground, Sutton, Ely, Cambs, CB6 2QT.
 - "Commission" means the commission charged on the sale of Lots in accordance with clause 2 below.
 - "Conditions" means the standard terms and conditions of business set out in this document.
 - "Lots" means all machinery and all other items sold or intended to be sold in accordance with these Conditions.
 - "Purchaser" means any person, firm or company who purchases Lots.
 - "Vendor" means any person, firm or company who puts forward Lots intended to be sold at the Sale.
 - "Sale" means a sale of Lots by auction from time to time organised by the Auctioneers.
 - "Sale Day" means the day fixed by the Auctioneers for an auction and where the context so requires means the day fixed for the auction in which a particular Lot is entered.
 - "Saleground" means The Saleground, Sutton, Ely, Cambs, CB6 2QT.
 - "Reserve Price" means the minimum price fixed by either the Auctioneers or the Vendor at which Lots are to be sold at the Sale.
 - 1.2 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender include all genders; words denoting persons include corporations and vice versa.
2. COMMISSION
 - 2.1 The Vendor shall pay Commission to the Auctioneers at the following rates:-
 - Class 1 (see definition in 2.5 below) 5% plus VAT of the total selling price (exclusive of VAT) of each Lot.
 - Class 2 (see definition in 2.5 below) 7.5% plus VAT of the total selling price (exclusive of VAT) of each Lot.
 - 2.2 Commission charges will be subject to a minimum and maximum as follows:-
 - Class 1 (see definition in 2.5 below) minimum £50 maximum £500
 - Class 2 (see definition in 2.5 below) minimum £5 maximum £500
 - 2.3 VAT at the standard rate will be charged on all Commissions.
 - 2.4 Commission at the rate specified in Clause 2.1 above together with Entry Fees as specified in Clause 3 below shall be Payable by the Vendor on all Lots sold privately at the Saleground.
 - 2.5 Definitions:
 - Class 1 items: Tractors, Excavators, Loading Shovels, Telescopic Handlers, Forklift Trucks, Bulldozers, Cranes, Dumpers, Combine Harvesters, Self-Propelled Sugar Beet and Potato Harvesters, and Self-propelled Sprayers.
 - Class 2 items: All other items.
3. ENTRY FEES
 - 3.1 Entry fees on all Lots sold, unsold and entered but not forward shall be charged at £10 plus VAT per Lot.
 - 3.2 Lots offered for the second and subsequent times will be charged at double the Entry Fee referred to in Clause 3.1 above.
 - 3.3 VAT at the standard rate will be charged on all entry fees.
4. ENTRY OF LOTS FOR SALE
 - 4.1 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).
 - 4.2 Unless otherwise agreed by the Auctioneers no entries can be accepted on the day of the Sale.
 - 4.3 All Reserve Prices must be set out in writing and handed to the Auctioneers office 96 hours previous to the Sale otherwise no responsibility can be accepted by the Auctioneers for errors in respect of Reserve Prices.
 - 4.4 All Lots brought into the Saleground must be offered for sale by auction and must not be sold privately before the Sale. In the event that any private transactions take place following a Sale whilst the Lots remain in the saleground they must be notified to the Auctioneers. Such transactions will be treated as a sale of the Lots by the Auctioneers.
 - 4.5 If a Lot remains unsold following the Sale Day for which it has been entered and remains in the saleground the Auctioneers reserve the right to sell such Lot at the reserve price without further consultation with the vendor.
 - 4.6 Following the sale of any tractors, vehicles and other self-propelled machines the Auctioneers shall not pay over the purchase price to the Vendor until such time as the Vendor has given to the Auctioneers the registration book or certificate of non-registration of such tractors, vehicles or other self-propelled machines. Application forms for certificates of non-registration can be obtained from the Auctioneers.
 - 4.7 The Auctioneers reserve the right to annul and cancel any sale where the vendor has stated on the entry form that the V5 registration document is supplied and whereupon the said document is not delivered to the Auctioneers within fourteen days of the Sale Day. The Auctioneers also reserve the right to apply for a duplicate V5 registration document and charge the vendor the

DVLA fee for such a duplicate together with an administration fee equivalent to 30% plus VAT of the DVLA charge. Where the vendor does not show the V5 registration document being supplied, these charges will not apply. In the event the sale is rescinded, the Vendor will be responsible for any cost of transport incurred in the Lot(s) being transferred to or from the Saleground or any other agreed location.

5. VALUE ADDED TAX ON PURCHASE PRICE

- 5.1 VAT at the standard rate will be added to the purchase price of all Lots. The only exceptions to this will be the case of "zero rated" or "exempt" Lots. The Auctioneers will state at the time of Sale if any Lots fall within these exceptions.
 - 5.2.1 In the case of overseas Purchasers from EC countries, they will be required to supply the Auctioneers with their VAT/FISCAL NUMBER AND OTHER RELEVANT INFORMATION REQUESTED in order that the items may be invoiced at zero rate for VAT purposes. Where THIS INFORMATION IS NOT MADE AVAILABLE or where the Purchaser is not VAT registered, VAT at the standard UK rate will be charged in addition to the purchase price of all relevant Lots. THIS AMOUNT WILL NOT BE RECOVERABLE. It is the responsibility of overseas purchasers from EC countries to ensure that they or their haulier complete and sign a "COLLECTION CERTIFICATE" at the Auctioneers office on collection of goods purchased. Failure to do so will result in VAT becoming payable at the standard UK rate and this VAT will NOT BE RECOVERABLE.
 - 5.2.2 In the case of overseas Purchasers from Non EC countries, they will be required to pay a VAT deposit equivalent to the standard UK rate of VAT. Such amount will be refunded to the Overseas Purchaser if the Auctioneers receive within three months of "the time of supply" a satisfactory Bill of Lading or Certificate of Shipment as proof of shipment of the Lots outside the EC, failing which the VAT deposit will be paid over to Customs & Excise as VAT.
- ### 6. RESERVE PRICE AND BIDDING
- 6.1 The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any Lot.
 - 6.2 The Vendor may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any Lot at any time before the sale of such Lot.
 - 6.3 The Auctioneers may, without giving any reason, refuse to accept bidding of any person. In the case of a dispute as to any bid, the Auctioneers may forthwith determine the dispute or put up the Lot again at the last undisputed bid or withdraw the Lot.
 - 6.4 No person may advance less at a bid than a sum to be named from time to time by the Auctioneers nor be allowed to retract a bid.
- ### 7. AUCTIONEERS AS AGENT FOR VENDOR
- 7.1 The Auctioneers sell as Agent for the Vendor and as such are not responsible to any default by the Vendor or Purchaser.
 - 7.2 In the event that a Purchaser fails to pay the purchase price for the Lot in accordance with these Conditions and the Auctioneers have previously advanced to the Vendor of such Lot an amount representing such purchase price the Vendor shall forthwith at the request of the Auctioneers assign all and any of his rights against the Purchaser in respect of the unpaid purchase price to the Auctioneers and shall execute such documents as may be required by the Auctioneers to give effect to such assignment and further, shall give reasonable co-operation to the Auctioneers in any action, claim or proceeding brought or threatened by the Auctioneers against the Purchaser.
- ### 8. REMOVAL OF LOTS FROM SALEGROUND
- 8.1 All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes can be obtained from the Auctioneers office. All Lots must be checked out by the Security Staff.
 - 8.2 All Lots purchased must be cleared from the Saleground within 14 days of the date of the Sale in which they were purchased.
 - 8.3 All Lots remaining unsold which are not to be entered into the following Sale, and Lots which the Auctioneers have requested the Vendor to collect, must be cleared from the Saleground within 14 days of the Sale in which they were last entered or within 14 days of such request from the Auctioneers to collect the Lots unless the Auctioneers expressly agree otherwise.
 - 8.4 Any Lot which (without the express written consent of the Auctioneers) has not been collected within 6 calendar months from the day on which it was sold or last offered for sale will be deemed to be abandoned and the Auctioneers will be entitled to dispose of such abandoned Lots at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the Auctioneers.
- ### 9. DETAILS OF PURCHASERS
- All Purchasers are required to Register before the auction at the Auctioneers Office, whether or not the Lots which they purchase are to be removed on the day of the Sale.
- ### 10. EXCLUSION OF LIABILITY
- 10.1 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of any loss or damage whatsoever to any property real or personal (including all Lots which remain at the Vendor's risk until risk passes to the Purchaser in accordance with clause 18.3 below) whether incurred before, during or after the Sale.
 - 10.2 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in 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.

11. PAYMENT

All Lots must be paid on the day of the Sale by the Purchaser.

- 11.1 As provided by The Late Payment of Commercial Debts (Interest) Act 1998, the Auctioneers reserve the right to charge the Purchaser(s) interest at 8% above the prevailing base rate set at that time by the Bank of England for any unpaid account.
- 11.3 If an account remains unpaid and legal action is taken the auctioneers reserve the right to demand in full from the purchaser all legal and professional fees owing from such action.
- 11.4 All Class 1 items will be subject to an Indemnity Fee of £30 plus VAT.

12. INSPECTION OF GOODS

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 judgement 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. 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.

13. REPLACEMENT OR ALTERATION OF LOTS

Any Lot in the Sale marked with a Lot number followed by an "X" denotes that the description of that particular Lot is different from the original Lot as shown in the catalogue. This Lot may be a replacement of the original as catalogued or there may be an alteration of its description. Therefore, any items marked with a Lot number followed by an "X" must not be connected with the original Lot number in the catalogue and its description will be absolutely as given out by the Auctioneer at the time of the Sale. The addition of an "X" to a Lot will cancel the original entry as shown in the catalogue.

14. AUCTIONEERS' RIGHT TO ANNUAL SALES

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

15. 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 authorisations necessary before such vehicle or trailer can be used on the road.

16. HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO FARM SAFETY

The Purchaser of any Lots 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.

17. 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.

18. RESERVATION OF TITLE

If the Auctioneers allow the Purchaser to remove the Lot from the Saleground before the Purchaser has made full payment for the Lot then title to the Lot shall remain vested in the Vendor.

If the Auctioneers pay the Vendor the price of the Lot before the purchaser has paid the price to the Auctioneers, title to the Lot shall pass from the Vendor to the Auctioneers and shall remain with the Auctioneers until full payment has been made by the Purchaser to the Auctioneers, when title shall pass to the Purchaser.

Notwithstanding that the title has not passed to the Purchaser all risk of damage to the Lot shall pass to the Purchaser immediately upon sale (the fall of the hammer).

The Purchaser shall until payment has been made in full keep the Lot in good marketable condition and readily identified and shall indemnify the Vendor or the Auctioneers as the case may be for any damage.

In the event of any sale by the Purchaser of a Lot before full payment has been made the Purchaser shall hold the proceeds of such sale on trust for the Vendor of the Auctioneer (as the case may be) and shall pay such proceeds into a separate identifiable bank account.

At any time before the title to the Lot has passed to the Purchaser, the Vendors or the Auctioneers (as the case may be) including the Auctioneers acting as agents for the Vendor, shall have the right to enter upon the Purchasers property for the purposes of recovering the Lot.

19. GOVERNING LAW AND JURISDICTION

For the avoidance of doubt all contracts entered into between the Purchaser and Vendor and between either of them and the Auctioneers on the basis of these standard terms and conditions of business are governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

20. TITLE INSURANCE (INDEMNITY)

The Purchaser of any Class 1 lot as specified in Clause 2.5 above shall pay to the Auctioneer together with the Purchase Price, an indemnity fee amounting to £30 per lot plus VAT at the standard rate and in consideration thereof, the Auctioneers will indemnify the Purchaser against repossession of the lot by a Finance, Insurance Company, Police, Revenue and Customs or any other such official body or agents acting on behalf of such, resulting in the Loss of Ownership. The indemnity shall be limited to the hammer price paid by the Purchaser for the said lots).