



CONDITIONS OF BUSINESS

INFORMATION FOR BUYERS AT AUCTIONS

1. Introduction

The following notes are intended to assist bidders and buyers, particularly those who are inexperienced or new to our saleground and auctions. All of our auctions are governed by our Conditions of Business incorporating the Information for Buyers, Terms of Consignment (primarily applicable to Sellers), the Conditions of Sale (primarily applicable to bidders and buyers) and any notices that are displayed at our sale sites, offices or announced by the auctioneer at the auction. Our Conditions of Business are available for inspection at our sale sites, offices, in our printed catalogues and on our website. Our staff will be happy to help you if there is anything in our Conditions of Business that you do not fully understand.

2. Please refer to Clause 1 of the Terms of Consignment if you are unsure about the meaning of any defined term.
3. The Auctioneers may supplement or supersede these Conditions in whole or in part with Special Conditions applicable to a specific sale or Lot which may be announced at the time of the sale or will be included in the foreword of the sale catalogue. No employee or agent of the Auctioneers has any authority to vary these conditions.

Please make sure that you read our Conditions of Sale set out in the catalogue or on our website carefully before bidding in the auction. All bidders will be obliged to comply with our Conditions of Business, incorporating the Conditions of Sale.

4. Agency

As auctioneers we act on behalf of the Seller, whose identity, for reasons of confidentiality is not normally disclosed. If you buy at auction, the contract for your purchase of the Goods is with the Seller, not with us as auctioneer.

5. Pre-Sale Estimates

Where Pre-sale estimates are given, they are designed to help you gauge what sort of sum might be involved for the purchase of a particular Lot. The actual Hammer Price realised at auction may be higher or lower than the pre-sale estimate. The lower estimate may represent the Reserve Price (the minimum price for which a Lot may be sold) which we have agreed with the seller. Pre-sale estimates do not include the Buyer's Premium or VAT (where chargeable). Pre-sale estimates may change and should not be thought of as the Lots value or predicted sale price. Pre-sale estimates are prepared some time before the auction and maybe altered by a notice at the sale site or announcement by the auctioneer before the auction of the Lot; they represent a matter of opinion and are not definitive. It is advisable that you contact us nearer the time of the auction for any updates or revisions to pre-sale estimates.

6. Buyer's Premium

The Conditions of Sale oblige you to pay a buyer's premium on the Hammer Price of each Lot purchased and will consist of an amount calculated by applying the bands and rates detailed in **Appendix I** as these can vary depending on the type of auction. Please note, VAT at the standard rate will be charged on all charges, except those detailed in Clause 7.2.

7. VAT

VAT rules are complicated, and you should take specialist advice if you are uncertain about their effect. Prospective buyers should check with the Auctioneers before bidding if they are unsure into which category a Lot falls.

7.1 VAT at the standard UK rate (presently 20%) will be added to the Hammer Price on all Lots (with the exception of On Site and Vintage sales where relevant Lots will be identified in the Auctioneers catalogue with a 'v'), unless the Lot is sold under the Margin Scheme (including second hand vehicles) when VAT will not be added separately to the Hammer Price. Under the Margin Scheme VAT will be charged on the Buyer's Premium but will be shown as an inclusive amount which cannot be reclaimed as Input Tax. The Auctioneers may choose, entirely at their discretion, to use the Margin Scheme in any auction for eligible items. Lots included under this scheme will be marked in the catalogue with an 'm'. The only exception will be in the case of 'zero-rated' or 'exempt' items which be marked in the catalogue with either a 'z' or 'e' and will not attract VAT. Prospective buyers should check with the Auctioneers before bidding if they are unsure into which category any Lot falls. Full details of the Margin Scheme can be found on the HMRC website www.hmrc.gov.uk notices 718 and 718/1.

7.2 Buyers from outside the UK that are within the EU Community may be required to pay a VAT deposit equivalent to the UK standard rate of VAT. This amount of VAT deposit will be refunded to the buyer upon receipt of satisfactory evidence of export within the required time limit. Details of the evidence required, and the time limits are available from the Auctioneers' office and will include original copies of the Export Lodgement Advice and satisfactory Bill of Lading or Certificate of Shipment, clearly identifying the goods. Failure to provide these documents within the relevant time limit will mean that the VAT deposit will be paid directly to HMRC as VAT. Buyers that have not paid a VAT deposit and who have failed to provide satisfactory evidence of export within the required time limit will be invoiced directly by Cheffins for the VAT due on the Lot/s bought.

7.3 All other buyers from outside the UK and the EU will be required to pay a VAT deposit equivalent to the UK standard rate of VAT. This amount of VAT deposit will be refunded to the buyer upon receipt of satisfactory evidence of export within the required time limit. Details of the evidence required, and the time limits are available from the Auctioneers' office and will include original copies of the Export Lodgement Advice and satisfactory Bill of Lading or Certificate of Shipment, clearly identifying the goods. Failure to provide these documents within the relevant time limit will mean that the VAT deposit will be paid directly to HMRC as VAT.

8. Description and Condition of Lots

8.1 As we act as agents for the Seller, we are primarily dependent on information provided by the Seller about their Goods. Any statement, written or verbal, made by us in respect of any Lot as to authorship, genuineness, origin, date, age, provenance, conditions or estimated selling price, including condition reports that may be provided at your request, is a statement of opinion honestly held by us and is not a statement of fact. Weights and measures given in the catalogue are approximate. You will have ample opportunity to inspect the Goods at pre-sale viewings and it is recommended that you inspect and investigate Lots that you might wish to bid for. Accordingly, we will accept bids from you on the basis that you (or your advisors) have fully inspected the Lot prior to bidding and have satisfied yourselves prior to bidding in relation to the condition and accuracy of the description of the Lot. The nature of the Lots sold at auction is such that they will rarely be in perfect condition and are likely, due to their nature and their age, to show signs of wear and tear, damage, or other imperfections, refurbishment or repair. Any reference to condition

by Cheffins will not amount to a full description of condition. Photographs included in Cheffins sale catalogues or on the website are not representative of any Lot. We draw your attention to the exclusion of liability for the condition of Lots contained in the Conditions of Sale. Neither the Seller nor we, as the auctioneers, accept any responsibility for the condition of any Lot. In certain specified circumstances, Lots that are misdescribed because they are deliberate forgeries or reproductions may be returned by you and repayment made by the Seller. There is a 21 Working Day time limit for you to return a Lot on this basis (please see the Terms of Consignment for the definition of 'Deliberate Forgery').

- 8.2 If you buy Goods with electrical components and intend to use them, you must ask a qualified electrician to check them for compliance with safety regulations before you use them.
- 8.3 Goods in some sales, (including but not limited to Vintage and On-Site Sales) are sold for their historical and/or decorative attributes and for collection and display only. Such Goods are not intended for use and are not guaranteed to be in working order.
- 8.4 Certain machines could contain hazardous substances such as blue and white asbestos, dangerous chemicals and other hazardous substances which, if not handled correctly and disposed of correctly, could be in breach of the Health & Safety at Work Act 1974, Control of Substances Hazardous to Health Regulations 1988 (COSHH) and any other relevant legislation. The buyer undertakes to handle and dispose of correctly, any toxic chemicals and dangerous substances and to indemnify the Auctioneers against any failure to observe these undertakings.

9. Bidding

Bidders will be required to register with us and satisfy our 'Know Your Customer' checks before bidding, this may include providing photographic proof of identity and / or proof of address. Please note that we may refuse to register you if you do not provide us with all the information and documentation that we ask for, this includes information required in order to satisfy our 'Know Your Customer' checks and our obligations under the Proceeds of Crime Act 2002.

Lots can only be invoiced to the name and address on the registration form and cannot be transferred to another name and address. Any amendments to invoices will be made at the Auctioneers discretion.

There are several alternatives to bidding in person at the sale site at the time of the auction.

Online Bidding

Bidders are able to bid online by registering via the Cheffins Website <https://www.cheffins.co.uk/machinery-vintage-auctions.htm> and where applicable, subject to providing the information required above. Please note online bidding is not available for all sales, please check with the Auctioneers if unsure.

Commission Bids

Commission bids may be left with the Auctioneers, indicating the maximum amount you wish to bid (excluding VAT, Buyers Premium and any other charges that may apply). Subject to the Reserve price of the Lot and any other bids received, the sale may be concluded for less than the maximum bid. The bidder will not have any claim against the Auctioneers or their employees if for any reason the commission bid is not executed.

If two bidders submit identical bids, the earliest bid will take precedence. The Auctioneers reserve the right to refuse any bid in any form entirely at their discretion. The Auctioneers decision is final.

Telephone Bids

Please enquire in advance about our arrangements for telephone bids as there is a limited capacity to accommodate this method of bidding. Please note there is a minimum of 24 hours' notice required, and availability of this service cannot be guaranteed.

10. Methods of Payment

Payment is due immediately after the auction. We no longer accept cash or credit cards. We accept the following methods of payment:

- **Bank Transfer** – direct to our bankers, Barclays Bank, Leicester, LE87 2BB.
Name: Cheffins Auction 1
Sort Code: 20-17-68
Account Number: 50237698
IBAN: GB43BARC20176850237698
Swift Code: BARCGB22
Please quote your buyers name and/or invoice number as reference.
- **Cheques** – cheques are accepted entirely at the Auctioneers discretion and any cheques tendered will need to be cleared before removal of the Lot is permitted.
- **Debit Cards** – payment can be made in person or over the telephone.

Sold Lots may only be released to you on receipt of payment in full and cleared funds of the invoice total and, where relevant, satisfactory completion of our Know Your Customer checks as outlined in Clause 9 and compliance with Cheffins Conditions of Sale.

11. Export of Goods

Any Lot purchased at auction may be subject to export restrictions or may require a licence for export out of the United Kingdom, for example depending on the age and value of the Lot or if the Lot contains organic or endangered materials that are restricted from export. (Please refer to Clause 8.4 above). The buyer is responsible for obtaining any licences which may be required (including any licence that may be required for import on to the destination country). The delay or denial of any such licence will not be grounds for the buyer to cancel any purchase. At the buyer's request, Cheffins can assist in the application for the export of goods outside of the UK.

12. Collection and Storage

Please note that all Lots must be paid for and collected by you promptly following the auction and in any event within 14 Working Days following the sale or as stated within the special conditions of sale in the catalogue and / or on the website. Lots may not be released until payment (including Buyer's Premium and VAT where applicable) has been received by the Auctioneers in full and cleared funds and, where relevant, satisfactory completion of the checks outlined in Clause 9. Any delay or failure to collect within the specified timeframe may involve you having to pay storage charges. At the buyers request and at the Auctioneers discretion, the Auctioneers may assist in arranging postage, shipment or haulage of Lots, subject to size and weight, otherwise, collection will be the sole responsibility of the Buyer. Buyers may be required to produce proof of identity on collection of the Lot. Any costs incurred by the Auctioneers in arranging the above will be re-charged accordingly.

If you arrange for a third party to collect a Lot on your behalf, we may require confirmation from you of the third party's authority to collect the Lot in advance of releasing it. The Auctioneers accept no liability for loss or damage to any Lot once it has been collected. Any Lot which, without the express written consent of the Auctioneers, has not been collected within six months from the day on which it was last sold, or last offered for sale, will be deemed to have been abandoned and the Auctioneers will be entitled to dispose of such abandoned Lot(s) at their unfettered discretion and any monies arising from such disposal(s) may be retained by the Auctioneers.

Lots purchased at Cheffins on-site sale venues will be subject to special collection / clearance terms which will be published in the appropriate auction catalogue.

13. Inspection of Goods

All Lots are sold 'as seen' with all faults and imperfections and errors of description. Buyers should satisfy themselves prior to the sale of the Lots as to the condition of each Lot and should exercise and rely on their own judgment as to whether the Lot accords to its description. Neither the Auctioneers, their staff 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 staff or agents or by any Seller to any Buyer in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

14. Compliance with Road Traffic Acts, the Health and Safety at Work Act and all other Acts and Regulations applicable to Farm Safety

14.1 The buyer of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and 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.

14.2 The buyer of any Lot is responsible for complying with all legal requirements regarding the safe use of items purchased at a sale and shall ensure compliance with all relevant legislation relating to the safe use of any item.

15. Auctioneers Right to Annul Sales

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

TERMS OF CONSIGNMENT

All aspects of the relationship between Sellers, Buyers and/or Cheffins regarding the sale, purchase or holding of Goods by Cheffins are governed by Cheffins Conditions of Business, including the Information for Buyers, Terms of Consignment (primarily applicable to Sellers), the Conditions of Sale (primarily applicable to bidders and buyers) and any additional terms, conditions or notices as may be referred to herein or that may be displayed by way of notices in the sale offices, catalogues or announced by us at the auction.

Please read these Terms of Consignment carefully. Please note that if you (or another person acting on your behalf) provide Goods to us to sell on your behalf at our auction, this signifies that you agree to and will comply with these Terms of Consignment and Cheffins Conditions of Business.

Sellers' attention is specifically drawn to Clause 11, 13 and 19, which contain specific obligations on Sellers and limitations and exclusions of Cheffins' legal liability. These limitations and exclusions are consistent with Cheffins' role as a provincial auction house.

1. Definitions and Interpretation

To make these Terms of Consignment easier to read, we have given the following words a specific meaning:

"Auctioneer"	means Cheffins whose principal place of business is located at Clifton House, 1-2 Clifton Road, Cambridge, CB1 7EA or its authorised auctioneer, as appropriate;
"Bidder"	means a person who places an offer (called a "bid") for Goods at our auction;
"Buyer"	means the person who makes the highest bid for the Goods accepted by the Auctioneer;
"Buyer's Premium"	means payment of a percentage of the Hammer Price of each Lot purchased, payable to Cheffins by the Buyer, on which VAT is chargeable;
"Buyer's Remorse"	means a feeling of regret experienced after making a purchase, typically one regarded as unnecessary or extravagant;
"Cambridge Machinery Saleground"	means the site at Sutton, Nr Ely, Cambridgeshire, CB6 2QT;
"Client"	means the Bidder, Buyer or Seller;
"Commission"	means the fee that the Auctioneer charges the Seller on the sale of the Goods as set out in Clause 4 below;
"Conditions of Sale"	means the terms of sale for bidders or buyers at our auction, as amended or updated from time to time;
"Consumer"	means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
"Days"	means calendar days;
"Deliberate Forgery"	means an imitation made with the intention of deceiving as to make, model, mechanical worthiness etc and which, at the

	date of the auction had a value materially less than it would have had if it has been as described;
"Entry Fee"	means the fee payable on each Lot offered for sale as stated in Appendix III ;
"Goods"	means the goods that are consigned to us for sale at our auction;
"Hammer Price"	means the level of the highest bid for the Goods accepted by the Auctioneer by the fall of the hammer;
"Lot(s)"	means the Goods that we offer for sale at our auctions;
"Month"	means calendar month;
"Net Sale Proceeds"	means the Price in respect of the Lot (as received by Cheffins in full and cleared funds from the Buyer) less any Sellers Commission, Entry Fees, Outstanding Finance, any monies owed to Cheffins and any other expenses payable by the Seller to Cheffins in accordance with the Terms of Consignment;
"On Site Sale"	means auctions not held at the Cambridge Machinery Saleground;
"Price"	means the total of the Hammer Price, Buyer's Premium, any applicable VAT and any additional charges payable in accordance with these Conditions of Business;
"Principal"	means a person or entity you are acting on behalf of for the purposes of the consignment of Goods to the Auctioneer; or a person or entity you are acting on behalf of for the purposes of the purchase of the Lot(s);
"Recorded Delivery"	means a method of delivery pursuant to which the sender receives a confirmation that a letter has been posted and a signature is obtained from the recipient as a record that it has been delivered;
"Reserve"	means the minimum price at which the Goods may be sold;
"Restrictive Measures"	means economic or financial sanctions, export controls, embargoes or any other restriction on trade under the laws of the European Union, the United Kingdom or the United States, or in the jurisdiction in which you, your Principal or any agent acting for you does business;
"Seller"	means the owner of the Goods and any agent who consigns the Goods for sale on the owner's behalf (if applicable);
"Seller's Commission"	Means the commission payable by the Seller to Cheffins in relation to the sale of a Lot. Such commission is payable at the date of the sale, together with any applicable VAT at the rates set out in these Terms of Consignment (or as may otherwise be updated or agreed with Cheffins);
"Terms of Consignment"	means these terms of consignment;

"Total Amount Due"	means the Hammer Price for a Lot, the Buyer's Premium, any VAT due and any additional charges payable by a defaulting Seller or Buyer under these Conditions of Business;
"Trader"	means a Seller who is acting for purposes relating to that Seller's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf (such as an agent and/or the Auctioneer);
"VAT"	means any Value Added Tax or equivalent sales tax;
"Website"	means our website available at www.cheffins.co.uk ;
"Working Day"	means a day other than a Saturday, Sunday or public holiday (on which clearing banks are open for non-automated commercial business in the City of London)

- 1.1 In these Terms of Consignment, the words "you", "yours", etc refer to the Seller. The words "we", "us", "our" etc refer to the Auctioneer. All obligations that apply to the Seller under these Terms of Consignment shall apply to the owner of the Goods and their agent, jointly and severally. Any reference to a 'Clause' is to a clause in these Terms of Consignment unless stated otherwise.
- 1.2 Our legal status – Cheffins is a general partnership formed under the Partnership Act 1890. We may from time to time use the word "partner", "director", or "officer" to refer to a senior staff member, but this does not mean that they are necessarily a partner as a matter of law. Please check our website for a full list of our partners. Each of the partners is an agent of the partnership and is authorised to enter into these Terms of Consignment on behalf of Cheffins as a partnership.

2. Procedure for Consigning Good for Sale at Auction

- 2.1 If you consign Goods to us for sale at auction, you may need to provide us with the following information about you, in a form acceptable to us. All data will be held and processed in accordance with Cheffins Privacy Notice which can be found on our website at <https://www.cheffins.co.uk/privacy-notice.htm>.
 - 2.1.1 Your legal name and proof of identity (as set out in Clause 2.2) and other information as we may require to conduct such checks under the Proceeds of Crime Act as we deem necessary;
 - 2.1.2 Information about the Goods (as set out in Clause 10);
 - 2.1.3 Evidence of your bank account details;
 - 2.1.4 Your address and contact details;
 - 2.1.5 Your VAT registration number (if applicable) and
- 2.2 We may have to conduct various checks into our customers under the Proceeds of Crime Act. Unless we confirm we already have this information, at the point of consignment you will be contacted to provide the required information and documents in order to comply.
- 2.3 If you are consigning Goods for another person (your Principal) you will be required to provide the above information (as applicable) for yourself and your Principal, we may also require a signed letter from your Principal authorising you to consign those Goods, and if you are bidding on behalf of someone who is not the ultimate owner of the Goods, you will be required to provide us with all information on the ultimate owner(s) of the Goods we may require to satisfy our checks.
- 2.4 If you do not provide us with, by any stated deadline, or we are not satisfied with any of the information or documentation received from you, we may refuse to accept consignment of your Goods for sale in our auction and we may postpone or cancel the contract for sale between you and a successful bidder.

- 2.5 We reserve the right, at our discretion, to reveal your identity and contact details (or that of your Principal) to the Buyer, for regulatory purposes only.
- 2.6 You must provide the Goods to us by any stated deadline (at your expense). We may be able to assist you with this process but, any liability incurred to a carrier for haulage charges is solely your responsibility.
- 2.7 All Lots brought to the sale site 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 Lot(s) remain on the sale site, they must be notified to Cheffins. Such transactions will be treated as a sale of the Lot(s) by Cheffins.

3. The Contract Between You and the Buyer

- 3.1 The contract between you and the Buyer will be formed when the hammer falls accepting the highest bid for the Goods at auction.
- 3.2 You may directly enforce any terms in the Conditions of Sale against a Buyer and/or a Bidder to the extent that you have suffered damages and/or loss as a result of the Buyer and/or the Bidder's breach of the Conditions of Sale.
- 3.3 If you breach these Terms of Consignment, you may be responsible for damages and/or losses suffered by a Buyer, Bidder and/or by us. If we are contacted by a Buyer and/or a Bidder who wishes to bring a claim against you, we may at our discretion provide the Buyer and/or Bidder with information or assistance in relation to that claim.
- 3.4 We normally act as an agent only and will not have any responsibility for default by you or the Buyer.
- 3.5 We may delay completion of, or cancel, any contract for sale where (i) we have not completed our enquiries pursuant to the Proceeds of Crime Act to our satisfaction, (ii) we have concerns about the Buyer in relation to the Proceeds of Crime Act, or (iii) we have reason to believe that the transaction might be unlawful for any reason, or that the sale might put us under any civil or criminal liability.

4. Commission and Entry Fees

We will charge you a commission on the sale of the Goods calculated as a percentage of the Hammer Price. Our standard rates are detailed in **Appendix III**, these rates may vary according to the type of sale, please refer to the special conditions of sale or the relevant auction for confirmation. Please note, VAT at the standard rate will be charged on all charges, except those detailed in Clause 5.3.

5. VAT

- 5.1 VAT at the standard UK rate will be added to the Hammer Price of all Lots unless the Lot is sold under the Margin Scheme (including second hand cars and other vehicles) when VAT will not be added separately to the Hammer Price. The Auctioneers may choose, entirely at their discretion, to use this scheme in any Auction for eligible items. Sellers should check with the Auctioneers if this scheme is being used in any particular Auction and, if so, whether their item to be entered is eligible for inclusion under the scheme. If the item is found to be eligible the Seller may be required to sign the declaration on the Entry Form to confirm that the item is eligible to be entered under the Margin Scheme. Lots included under the Margin Scheme will be marked in the catalogue with an 'm'. Sellers may elect for any of their eligible items to be included in the Auction under normal VAT rules if they wish. The only other exception will be in the case of 'zero-rated' or 'exempt' items. Full details of the Margin Scheme can be found on the HMRC website www.hmrc.gov.uk notices 718 and 718/1.
- 5.2 VAT will be added to the Sellers Commission and Entry Fees and any associated costs and shown separately on all items sold under normal VAT rules.
- 5.3 Sellers living outside the UK, but within the EU Community and who are registered for VAT in their member state will not have VAT charged on their Sellers Commission and

Entry Fees for items sold under the normal VAT rules or under the Margin Scheme, as long as they have supplied the Auctioneers with details of their VAT/FISCAL number and this is confirmed by the Auctioneers due diligence.

5.4 VAT charged to the Buyer on the Hammer Price for items entered under normal VAT rules for non-registered UK Sellers and all Sellers from outside the UK will be sent direct to HMRC and not to the Seller.

5.5 Sellers from outside the UK and EU will not have VAT charged on their Seller's Commission and Entry Fee charges for items sold under normal VAT rules or under the Margin Scheme.

6. Loss and Damage to Goods

6.1 Cheffins does not assume liability for Goods consigned for sale. Goods remain the liability of the Seller until title passes to the Buyer. You must ensure any insurance policies are updated as to the change in location and storage conditions of the item once delivered to one of our sites.

6.2 Sellers and Buyers do not in any event have the right to claim for loss or damage to Goods under Cheffins insurance policy.

6.3 Any Client who damages a Lot, whether intentionally or negligently, will be held liable for all resulting damage and will pay or reimburse the Auctioneers in full to rectify the same.

7. Valuations, Estimates and Descriptions

7.1 Lots may be included in a sale at Cheffins sole discretion, including how the Lot is described and illustrated and any marketing of the Lot.

7.2 Any estimates given by Cheffins are honestly held opinions and are only an indication of the price a Lot may achieve at the auction. The price achieved may be higher or lower and the Seller may not rely on Cheffins estimates. Estimates may be revised at any time prior to the sale at Cheffins sole discretion.

7.3 The description of a Lot is a matter of Cheffins opinion and not a fact, and depends on several factors, including but not limited to the information provided by the Seller, the condition of the Lot, and the generally accepted expert opinion regarding the Lot at the time of cataloguing.

7.4 Cheffins may at its sole discretion consult with or refer any Lot to a third party for further research or additional expert opinion. Cheffins is in no way obligated to consult any third-party expert in relation to any Lot.

7.5 Subject to the limitations and exclusions set out in these Terms of Consignment, Cheffins exercises reasonable care in compiling descriptions of Lots and other related reports, consistent with its role as an auction house.

8. Photographs and Illustrations

Lots may be illustrated in the sale catalogue, including the website catalogue and social media platforms at Cheffins sole discretion and such illustrations are for identification purposes only. We reserve the right to photograph all Goods. The copyright in such photographs will be owned by us, along with the text and layout of the auction catalogue. We may use these images for further marketing purposes beyond the printed catalogue. The Seller indemnifies Cheffins against any copyright infringement for any illustrations provided by them.

9. Reserves

9.1 Lots may be offered for sale subject to a Reserve agreed between Cheffins and the Seller before the auction and subject to the following:

9.2 Reserves must be reasonable. We may decline to offer Goods which, in our opinion, would be subject to an unreasonably high Reserve.

9.3 Once we have agreed a Reserve, this cannot be changed except with your and our consent.

- 9.4 Where a Reserve has been agreed, we may bid on your behalf and only up to one bid below the Reserve (if any). You may bid personally for Goods consigned by you or ask anyone else to bid on your behalf for such Goods.
- 9.5 A discretionary Reserve may be agreed whereby you as the Seller, authorises Cheffins to sell at a figure below the Reserve.
- 9.6 No reserves of less than £250 will be accepted in relation to Cambridge Machinery Sales. For Vintage sales no reserves of less £100 will be accepted. For all on site sales, please contact the Auctioneers for confirmation.
- 9.7 Cheffins shall in no circumstances be liable if bids are not received to the level of the Reserve.
- 9.8 All reserve prices should be conveyed to the Auctioneers office at least 24 hours prior to the sale commencing, otherwise no responsibility can be accepted by the Auctioneers for any error in respect of reserve prices.

10. Electrical and Mechanical Items

The Seller must notify Cheffins if any electrical or mechanical Goods or components are not in a safe operating condition if reasonably used for the purpose for which they were designed and that they are free from any defect not obvious on external inspection which could prove dangerous to human life or health. If any internal parts are missing and this is not obvious from an external inspection the Seller will describe the item as 'incomplete'. Cheffins reserves the right to not to offer any Goods that we deem to be unsafe.

11. Warranties and Information about the Goods

- 11.1 You must provide us with all information that you have relating to the provenance, export/import history, condition, attribution, authenticity and VAT status of the Goods (and any additional information that may be relevant) and notify Cheffins, without undue delay, in writing of any concerns expressed by third parties in relation to the above
- 11.2 In addition to any warranties implied by law, you warrant, and where you are acting on behalf of someone else, you will procure that your Principal warrants, to us and the Buyer that at all relevant times (including but not limited to the time of consignment and at the time of sale):
 - 11.2.1 any information or documentation that you provide in relation to the Goods is complete, correct and up to date;
 - 11.2.2 the Goods will match any description of the Goods that you provide to us, and you are unaware of any matter or allegation which would render the description provided inaccurate or misleading in any way;
 - 11.2.3 as far as you are aware, the main characteristics of the Goods set out in the auction catalogue (as amended by any notice at the sale, or announced by us at the auction) are correct;
 - 11.2.4 as far as you are aware, there are no restrictions in copyright or otherwise, relating to the Lot (other than those imposed by law) or any restrictions on Cheffins' rights to reproduce photographs or any images of the Lot;
 - 11.2.5 the VAT status of the Goods declared by you is correct and that items to be sold under the Margin Scheme are eligible to be sold under the Scheme as set out in the current appropriate HMRC VAT notices;
 - 11.2.6 the Goods have been or will be lawfully imported and lawfully and permanently exported as required by the laws of any country in which the Goods were located, required declarations, including Notification of Vehicle Arrival (NOVA) upon the export and import of the Goods have been or will be properly made, and any duties and taxes on the export and import of the Goods have been paid or will be paid by the Seller;

- 11.2.7 you agree to notify Cheffins if the Lot is subject to any hire purchase, lease, finance, contract hire agreement or any other contract which would prevent the passing of good title to the buyer. Cheffins reserves the right to conduct HPI checks on any Lot entered for sale.
 - 11.2.8 you will notify Cheffins if any Lot has been recorded by any insurance company as a 'write off' or has been subject to a major insurance claim;
 - 11.2.9 the Lot is not stolen;
 - 11.2.10 neither you, nor any agent acting for you, nor your Principal, are engaged in nor, to the best of your knowledge, are either under investigation, nor have been charged with nor convicted of tax evasion, money laundering, terrorist financing or other criminal activities;
 - 11.2.11 neither you, nor any agent acting for you, nor your Principal, are subject to Restrictive Measures or owned, partly owned or controlled by person(s) subject to Restrictive Measure, and to the best of your knowledge the Goods have not been or are not used by or for the benefit of any person(s) subject to Restrictive Measures;
 - 11.2.12 neither (i) your consignment of the Goods, nor (ii) your sale of the Goods to the Buyer, nor (iii) our, or where applicable our Buyer's receipt of the Goods does or will violate the laws or regulations (including Restrictive Measures) of any country in which we, you or the Buyer operate;
 - 11.2.13 you will pay all taxes and duties potentially due on the sales of the Goods; and
 - 11.2.14 the Goods are not connected with any criminal activity including tax evasion;
 - 11.2.15 where Cheffins reasonably believes that there may be a breach of any such warranty or representation, Cheffins is entitled at its sole discretion to rescind the sale.
- 11.3 Where you are acting on behalf of another person, you warrant that you will provide accurate and complete information about your Principal to us.
- 11.4 You must inform us promptly, and in any event before the auction, if you find out that the warranties in Clause 11.2 are incorrect and/or if any of the information or documentation you have provided to us in relation to the Goods is incorrect or incomplete and/or if the Goods do not match the description that you provided to us or the main characteristics of the Goods set out in the auction catalogue.
- 11.5 Any information that you provide in relation to the Goods may form part of the contract between both of us and the Buyer and you acknowledge that the Buyer may have a statutory right to reject the Goods if the information provided is incorrect.
- 11.6 If we have to refund the price of any Goods to the Buyer due to the Goods being a Deliberate Forgery, you must promptly, and in any event within 14 Working Days, reimburse to us any Proceeds that we have transferred to you for those Goods following receipt of our written notice requesting you to do so.
- 11.7 Items for sale must be consigned to the Auction by any deadline as stated by Cheffins. All costs and expenses incurred for packing, shipping and delivery to Cheffins prior to the sale are at your expense.
- 11.8 Cheffins reserve the right to cancel any transactions where any of the above warranties are not met.

12. Transfer of Ownership of the Goods

With the exception of any declarations made under Clause 11.2.7, you warrant and undertake to us and the Buyer that you are the true and legal owner of the Goods (or are properly authorised by the true and legal owner to sell the Goods on their behalf) and you currently have and will have the right to sell the Goods to the Buyer with good and marketable title, free of any third party rights, claims or potential claims at the time when ownership of the Goods is to be transferred.

13. Indemnity

You will indemnify and keep us, our respective servants, directors, officers, employees and the Buyer fully indemnified against any and all liability, loss, damage, costs (including reasonable legal fees and any VAT in relation to such fees) and expenses which we may incur or suffer as a result of any breach or alleged breach of this agreement by you, your Principal, or anyone acting on your behalf, including without limitation, if we are required to refund the price of any Goods to the Buyer as a result of your breach of these Clauses.

The Sellers representations, undertakings and indemnities will survive completion of the sale of the Lot.

14. Conditions of Sale

You agree that the Goods will be sold to the Buyer in accordance with our Conditions of Sale, a copy of which will be available at the sale, printed in our auction catalogue and can also be found on our website.

15. Authority to Deduct Commission, Monies Owed, Outstanding Finance, Fees and Expenses and to Retain Premium and Interest

You authorise Cheffins to act as agent on your behalf and to charge and receive commission from the Buyer at the standard rates set out in these Conditions of Business. You authorise Cheffins to deduct our Commission at the stated rate and all expenses incurred on your account from the Hammer Price, including but not limited to; outstanding finance balances, any monies owed to Cheffins, catalogue, transport, any customs duties, licences, marketing, packing, shipping or storage costs, taxes or bank charges plus any applicable VAT. You consent to our right to charge the Buyer and retain beneficially the Buyer's Premium plus any applicable VAT paid by the Buyer in accordance with our Conditions of Sale and any interest earned on the sale proceeds until the date of settlement (subject always to payment by the Buyer).

16. Settlement

16.1 We will usually pay the net sum due to you within 14 Working Days of the last day of the auction.

16.2 If the Buyer has not paid for the Goods, we may not submit payment to you. In this case no settlement will be made. We will however discuss with you the rights that we may exercise under Clause 9 of our Conditions of Sale in relation to a Buyer's failure to pay. It is at Cheffins sole discretion whether to take any action against a Buyer or seek any of the remedies as set out in the Conditions of Sale. We may not release the Goods to the Buyer until we have received payment in full of the Price of the Goods.

16.3 Cheffins is under no obligation to investigate the ability of any Bidder to pay for purchased Lots or to pursue any Buyer for non-payment. The Seller agrees to inform Cheffins of any action which it chooses to take against a Buyer in order to enforce payment by the Buyer.

16.4 You must notify us in writing if your bank details change. We will not be responsible for any payments made to the incorrect bank account if this is because you have not provided us with the correct bank details.

16.5 If we make payments to your bank account in error, we may request reimbursement by sending you an invoice.

- 16.6 We may deduct any sums that you owe to use from the proceeds of sale.
- 16.7 Following the sale of any tractors, vehicles or other self-propelled machinery, where the Seller has stated on the Entry Form that a V5 Registration Document is supplied and whereupon the said document is not delivered to Cheffins at the time of sale, Cheffins may not pay over the Net Sale Proceeds to the Seller until such a time as the Seller has delivered the V5 Registration Document to Cheffins.
- 16.8 Cheffins reserves the right to annul and cancel any sale where the Seller has stated on the Entry Form that the V5 Registration Document is supplied and whereupon the said document is not delivered to Cheffins at the time of sale, Cheffins reserve the right to apply for a duplicate V5 Registration Document, if one is available, and to charge the Seller the DVLA fee for such a duplicate. In the event a sale is rescinded, the Seller will be responsible for the cost of any transport incurred in the Lot(s) being transferred to or from the sale site or any other agreed location.
- 16.9 Any client monies will be held in the following client money account; Barclays Bank Leicester LE27 2BB, Account Name; Cheffins Clients Auction Account 1, Sort Code; 20-17-68, Account No; 50237698. Cheffins retain exclusive control over the funds in this account in line with the firms Handling Client Money Policy, a copy of which is available on our website or on request.

17. Unsold and Withdrawn Items

- 17.1 If the Goods are unsold at auction, you authorise us to negotiate a sale by private treaty. In this case you will pay to us the same charges as if such Goods had been sold at auction, with the exception of a further Entry Fee and so far as appropriate, these Terms of Consignment and Conditions of Business will apply to any such sale. Cheffins reserve the right to sell such Lot(s) at the reserve price without further consultation with the Seller.
- 17.2 In addition to Clause 17.1, we may, with your consent, re-offer unsold Goods at a future auction (or by private treaty thereafter as set out in Clause 17.1 above) but we may recommend a variation in estimates or Reserves. The Conditions of Business shall be applicable to any items re-consigned for sale. Where, in our opinion, Goods are unsaleable, we will notify you and you must collect such Goods from the sale site within 14 Working Days of the date of our notice to do so.
- 17.3 Alternatively, unsold items may be collected by you within 14 Working Days following the last day of the auction in which the Lot was entered, subject to payment by you of any expenses due to Cheffins.
- 17.4 We may (acting reasonably) at our discretion at any time withdraw your Goods from our auction:
- 17.4.1 For legal, reputational or operational reasons (including but not limited to, if you fail to provide evidence to verify your identity or your title to the Goods to our satisfaction);
 - 17.4.2 If we reasonably believe that you may be, or are about to be, in breach of these Terms of Consignment; or
 - 17.4.3 If we reasonably believe the Goods to be a Deliberate Forgery.
- 17.5 We will notify you if the Goods are withdrawn from sale. The Seller must collect its Goods promptly on being so informed and in any event within 14 Working Days of such notification.
- 17.6 Failure by the Seller to collect any item within the specified time will incur storage charges at a rate of £5 per day per Lot plus any applicable VAT. Such charges accrue until the Seller collects the item.
- 17.7 We will notify you to ask you to remove any of your unsold or withdrawn Goods. Unsold and withdrawn Goods will be subject to the charges set out in Clause 17.6 above if you do not remove them within 14 Working Days of the date of our notification requesting you to do so.
- 17.8 Any Lot, sold or unsold which, without the written consent of the Auctioneers, has not been collected within six months from the day on which it was last sold or offered

for sale, will deem to have been abandoned and Cheffins will be entitled to dispose of such abandoned Lot(s) at their unfettered discretion and any monies arising from such disposal(s) may be retained by the Auctioneers.

- 17.9 You may not claim or collect the Goods until all fees and expenses, due to Cheffins under these Condition of Business, including any applicable storage charges under Clause 17.6 and accrued up until the day of collection have been paid in full by you (at law, the right for a professional to hold on to Goods until its services have been paid for is called a "lien").

18. Transport and Storage

- 18.1 The Seller is solely responsible for packing and delivery of their property to Cheffins prior to the auction, and for collection in the event the Goods are unsold. Cheffins may agree with the Seller to arrange for a third-party shipper or haulier, at the Sellers expense. Any expenses incurred by Cheffins in relation to transport of the Sellers Goods will be chargeable to the Seller.
- 18.2 Cheffins is not liable for any loss or damage to any Goods caused by any third party in relation to handling, packing, loading, unloading, transport or storage.
- 18.3 Cheffins have no liability for Goods that you deliver to our sale site without sufficient sale instructions, and we may apply a storage charge to such Goods at a rate of £5 per day plus any applicable VAT.

19. Our Disclaimers and Liability to You

- 19.1 Cheffins is not liable for any acts or omissions arising from the conduct of auctions or in relation to the sale of any Lot, whether negligent or not.
- 19.2 Cheffins are dependent on information from the Seller and is not responsible for any errors or omissions in the information provided by the Seller.
- 19.3 In addition, neither Cheffins nor the Buyer shall be responsible to you, and you shall not be responsible to the buyer or Cheffins for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the Conditions of Business. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot, we, you and the Buyer knew it might happen.
- 19.4 In addition to the foregoing, you agree that no claims for any reason whatsoever may be brought against our staff, including the partners in the partnership. Services are provided by our staff for and on behalf of Cheffins. Our staff do not assume any personal responsibility to our clients in relation to work carried out under these terms and any personal liability of any member of staff is therefore excluded. Any claims against us should be brought against Cheffins as a partnership. You agree not bring any claim (including in negligence) against any employee or member of our staff, including partners, as individuals in their personal capacity in connection with any loss or damage suffered in connection with our services. If you do bring a claim against any of our staff or partners, they can rely on this agreement, including its limitations of liability.
- 19.5 Subject to Clause 19.6, if we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation) our liability will be limited to the Net Sale Proceeds due for the Goods if sold or the Reserve if unsold. It does not include any indirect or consequential losses of the Seller.
- 19.6 Notwithstanding the above, nothing in these Terms of Consignment limit the liability of Cheffins, our employees or agents for:
- 19.6.1 death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977);
 - 19.6.2 fraudulent misrepresentation; or
 - 19.6.3 any liability which cannot be excluded by applicable law.

20. General

- 20.1 Each of the Clauses of these Terms of Consignment operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.
- 20.2 We may change these Terms of Consignment from time to time, without notice to you. Please read these Terms of Consignment carefully, as they may be different from the last time you read them.
- 20.3 Except as otherwise stated in these Terms of Consignment, each of our rights and remedies: (a) are in addition to and not exclusive of any other rights or remedies under these Terms of Consignment or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Terms of Consignment is not a waiver of that or any other right. Partial exercise of any right under these Terms of Consignment will not preclude any further or other exercise of that right or any other right under these Terms of Consignment. Waiver of a breach of any term of these Terms of Consignment will not operate as a waiver of breach of any other term or any subsequent breach of that term.
- 20.4 These Terms of Consignment are between you and us. Except as provided for in Clause 19.4, no person other than you, the Buyer or Cheffins will have any rights to enforce any of these Terms of Consignment.
- 20.5 These Terms of Consignment and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 20.6 Complaints – If you have any complaints, please send them to us directly via email (complaints@cheffins.co.uk) or by post to Cheffins Complaints Department, Clifton House, 1-2 Clifton Road, Cambridge, CB1 7EA. A copy of our complaint's procedure is available on request and can be found on our website <https://www.cheffins.co.uk/complaints-procedure.htm>.

CONDITIONS OF SALE

Both the sale of Goods at our auctions and your relationship with us are governed by the Information for Buyers, Terms of Consignment (primarily applicable to Sellers) the Conditions of Sale (primarily applicable to bidders and buyers) and any notices displayed at our sale sites, offices or announced by us at the auction (collectively, the 'Conditions of Business'). The Terms of Consignment and Conditions of Sale are available at our sale site on request.

Please read these Conditions of Sale carefully. Please note that if you register to bid and/or bid at auction this signifies that you agree and will comply with these Conditions of Sale and Cheffins Conditions of Business.

1. Definitions and Interpretation

- 1.1 Unless otherwise stated, all defined terms have the same meaning in the Conditions of Sale as set out in the Terms of Consignment.
- 1.2 In these Conditions of Sale, the words "you", "yours", etc refer to you as the Buyer. The words "we", "us", "our" etc refer to the Auctioneer. Any reference to a 'Clause' is to a clause of these Conditions of Sale unless stated otherwise.
- 1.3 Our legal status – Cheffins is a general partnership formed under the Partnership Act 1890. We may from time to time use the word "partner", "director" or "officer" to refer to a senior staff member, but this does not mean that they are necessarily a partner as a matter of law. Please check our website for a full list of our partners. Each of the partners is an agent of the partnership and is authorised to enter into these Conditions of Sale on behalf of Cheffins as a partnership.

2. Bidding Procedures and the Buyer

- 2.1 You must register your details with us before bidding and provide us with any requested proof of identity and billing information, in a form acceptable to us (more details are set out in Clause 9 of the Information for Buyers). We reserve the right, where we deem we are so required for regulatory purposes, to reveal your identity and contact details (and those of your Principal) to the Seller. You must also satisfy any safety and security arrangements we have in place before entering the auction site to view or bid. All data will be held and processed in accordance with Cheffins Privacy Notice which can be found on our website at www.cheffins.co.uk/privacy-notice.
- 2.2 We strongly recommend that you attend the auction in person if possible. You are responsible for your decision to bid for a particular Lot. If you bid on a Lot, including by telephone and online bidding, or by placing a commission bid, we assume that you have carefully inspected the Lot and satisfied yourself regarding its condition and the accuracy of its description. All Lots are offered for sale in the condition they are in at the time of the auction.
- 2.3 If you instruct us in writing, we may execute commission bids on your behalf. We may also, with not less than 24 hours' notice, execute bids on the Bidders behalf by telephone. Neither we nor our employees or agents will be responsible for any failure to execute any instructions to bid for any reason, including but not limited to technical failures of phones or the internet, including internet connection. Where two or more commission bids are recorded at the same level, we have the right to prefer the first bid made.
- 2.4 The Bidder placing the highest bid for a Lot accepted by the Auctioneer will be the Buyer at the Hammer Price. However, the Auctioneer shall retain discretion on the running of the auction and in particular, retains the right not to accept a bid and to prefer a bid over any other bids received at the same time. Any dispute about a bid will be settled at our discretion and the Auctioneers decision is final. We may withdraw or reoffer the Lot during the auction or may settle the dispute in another way. We will act reasonably when deciding how to settle the dispute.

- 2.5 Bidders shall be deemed to act as principals and may require Cheffins consent at the time of Bidder registration to bid as an agent for another party. Bidders are personally liable for their bid and jointly and severally liable with their principal if bidding as agent (whether or not Cheffins has consented to the Bidder acting as agent).
- 2.6 We may bid on Lots on behalf of the Seller up to one bid below the Reserve.
- 2.7 The Seller may bid for any Lot either personally or through the Auctioneers or through any other person, as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot, subject to the conditions in Clause 17 in the Terms of Consignment.
- 2.8 We may refuse to accept any bid if it is reasonable for us to do so and without reason.
- 2.9 Bidding increments will be at our sole discretion (but will be in line with standard auction practice).
- 2.10 Unless authorised to do so and only at the Auctioneers discretion, 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.
- 2.11 Bids shall be made exclusive of any VAT or Buyers Premium which may apply.
- 2.12 Lots are often offered subject to a confidential Reserve price agreed between Cheffins and the Seller, below which Cheffins may not sell the Lot. The Reserve price shall be no higher than any low Pre-Sale Estimate, if given, of the Lot at the time of auction.
- 2.13 If two buyers submit identical bids, the earliest bid will take precedence.
- 2.14 Cheffins do not accept 'Buyer's Remorse' as grounds to rescind any sale.

3. The Purchase Price

- 3.1 As Buyer, you will pay:
 - a) the Hammer Price;
 - b) a Buyer's Premium which is a % of the Hammer Price, details are as per Clause 6 in the Information for Buyers;
 - c) any VAT due.

4. VAT

- 4.1 Value Added Tax on the Hammer Price is imposed by the laws of England and Wales on all items upon which VAT is due. It will also be charged and shown separately on the Buyer's Premium on these Lots which will be identified in the Auctioneers catalogue with a symbol 'v' or as detailed in the Lot description. Buyers from outside of the UK should refer to Clause 7 in the Information for Buyers for a brief explanation of the VAT position as far as they are concerned.
- 4.2 We will charge VAT at the current rate at the date of the auction.
- 4.3 Value Added Tax will not be charged on the Hammer Price of Lots entered under the Margin Scheme (including second hand cars). VAT will be charged on the Buyer's Premium but will be shown as an inclusive amount and will not be recoverable. These Lots will be identified in the Auctioneers catalogue by the symbol 'm'. The same rule will apply to any zero-rated Lots which will be identified in the Auctioneers catalogue by the symbol 'z'.
- 4.4 Sellers of Lots entered under the Margin Scheme (including second hand cars) must provide signed confirmation to the Auctioneers that Input VAT could not, has not and will not be reclaimed against these items. VAT charged on the Seller's Commission and Entry Fees will be shown separately in respect of Lots entered under the Margin Scheme. Zero rated Lots will be treated in the same way as Margin Scheme Lots.

5. Buyer Warranties

- 5.1 You warrant, and where you are acting on behalf of someone else, you will procure that your Principal warrants that:
- 5.1.1 the funds to be used for the purchase of the Lot(s) are not connected with nor are derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
 - 5.1.2 neither you, nor any agent acting for you, nor your Principal, are to the best of your knowledge either under investigation, nor have you been charged with or convicted of without limitation tax evasion, money laundering, terrorist financing or other criminal activities; and
 - 5.1.3 neither you, nor any agent acting for you, nor your Principal, are subject to Restrictive Measures or owned, partly owned or controlled by person(s) subject to such Restrictive Measures;
 - 5.1.4 bids are not the product of any collusive or other anti-competitive agreement consistent with applicable anti-trust laws;
 - 5.1.5 bids are genuine;
 - 5.1.6 purchasing will not breach any applicable law, regulation or code in any jurisdiction.
- 5.2 Where you are bidding on behalf of another person you warrant that you will provide accurate and complete information about your Principal to us.

6. The Contract Between You and the Seller

- 6.1 The contract for the purchase of the Lot between you and the Seller will be formed when the hammer falls accepting the highest bid for the Lot at the auction.
- 6.2 You may directly enforce any terms in the Terms of Consignment against a Seller to the extent that you suffer damages and/or loss as a result of the Seller's breach of the Terms of Consignment.
- 6.3 If you breach these Conditions of Sale, you may be responsible for damages and/or losses suffered by the Seller or us. If we are contacted by a Seller who wishes to bring a claim against you, we may in our discretion provide the Seller with information or assistance in relation to that claim.
- 6.4 We normally act as agent only and will not have responsibility for default by you or the Seller (unless we are the Seller of the Lot).
- 6.5 In addition to any other rights, we may have to cancel a contract for sale under these Conditions of Sale, we may delay completion of a sale, delay release of a Lot of cancel the sale of a Lot in the event;
- 6.5.1 you are in breach of your warranties in Clause 5; or
 - 6.5.2 we have reason to believe that the transaction might be unlawful for any reason, or that the sale might put us under any civil or criminal liability.

7. Payment

- 7.1 Immediately following your successful bid on a Lot, you will:
- 7.1.1 give to us, if requested and not already provided to our satisfaction, proof of identity in a form acceptable to us;
 - 7.1.2 pay to us the Total Amount Due in any way that we agree to accept payment;
- 7.2 We may use any payment made by you to repay any monies owed.
- 7.3 Any client monies will be held in the following client money account; Barclays Bank, Leicester, LE87 2BB, Account Name; Cheffins Clients Auction Account 1, Sort Code; 20-17-68, Account No; 50237698. Cheffins retain exclusive control over the funds in this account in line with the firms Handling Client Money Policy, a copy of which is available on our website or on request.

8. Title and Collection of Purchases

- 8.1** While you are bound by the contract for the purchase of the Lot from the fall of the hammer on your successful bid, the transaction is not completed, and ownership of the Lot will not pass to you until;
- 8.1.1** you have paid us in full the Total Amount Due in cleared funds for that Lot;
 - 8.1.2** you have provided us with the information set out in Clause 7.1.1.
- 8.2** You may not claim or collect a Lot until (i) you have paid for it, (ii) ownership has passed to you and (iii) any applicable storage charges under Clause 8.4 and accrued up until the day of collection have been paid in full by you (in law, the right for a professional to hold on to Goods until its services have been paid for is called a "lien").
- 8.3** Unless notified otherwise or as listed in the special conditions of sale and subject to the passing of ownership in the Lot to you under Clause 8.1, you will (at your own risk and expense) collect any Lot(s) that you have purchased and paid for either:
- 8.3.1** not later than 14 Working Days following the day of the auction; or
 - 8.3.2** not later than 14 Working Days following the date that we have received payment of the Total Amount Due in cleared funds, if later.
- 8.4** Subject to Clause 8.1, if you do not collect a Lot you have agreed to purchase within any of the time periods set out in Clause 8.3 above, the Lot will be stored at the Buyers expense and risk at the sale site or with a third party, at a rate of £5 (+VAT) per Lot per day. You will also be responsible for any reasonable removal and insurance charges in relation to that Lot.
- 8.5** Risk of loss or damage to the Lot will pass to you at the fall of the hammer. Cheffins are unable to provide insurance on any Lot in the sale. The Buyer is responsible for insuring any item with effect from the fall of the hammer.
- 8.6** The Buyer shall be required to provide proof of purchase and identification prior to the Lot being released. Any packers or shippers acting on the Buyer's behalf will require authorisation by the Buyer before Cheffins will release any purchased Lot to them.
- 8.7** All Lots whether sold or unsold may not be removed from the sale site without a pass for the removal of the Lot(s).
- 8.8** All packing and handling of Lots will be at the Buyer's sole risk. Cheffins will not be responsible for any act or omission of third-party packers, hauliers or shippers.
- 8.9** Subject to Clause 8.1, any Lot(s) which, without the express written consent of Cheffins, has not been collected within six months from the day on which it was last sold, or last offered for sale, will be deemed to have been abandoned and Cheffins will be entitled to dispose of such abandoned Lot(s) at their unfettered discretion. Any monies arising from such disposal(s) may be paid to and retained by Cheffins.
- 8.10** It is the Buyers sole responsibility to identify and action any necessary licences for a Lot, including but not limited to export, import, or phytosanitary certificates. Cheffins and the Seller make no representations or warranties as to whether any Lot is or is not subject to export or import restrictions. The denial of any licence or permit shall not entitle the Buyer to cancel the sale contract or delay payment of the Lot.
- 8.11** Compliance with Road Traffic Acts – the buyer of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and use of such vehicle or trailer and for obtaining all certificates, permits or other authorisation necessary before such vehicle or trailer is used on the road.

9. Remedies for Non-Payment or Failure to Collect Purchases

- 9.1** Please do not bid on a Lot if you do not intend to buy it. If your bid is successful, these Conditions of Sale form your contract of purchase. This means that you will have to carry out your obligations set out in these Conditions of Sale. If you do not comply

with these Conditions of Sale, we may (acting on behalf of the Seller and ourselves) pursue one or more of the following measures;

- 9.1.1 take action against you for damages for breach of contract, this may include instructing debt recovery companies, legal proceedings to recover the purchase price and any related expenses for that Lot, together with interest and costs of such proceedings on a full indemnity basis;
- 9.1.2 reverse the Sale of the Lot to you and/or any other Lots sold by us to you;
- 9.1.3 resell the Lot by auction or private treaty with reserves at Cheffins sole discretion. The Buyer will have to pay any difference between the price they should have paid for the Lot and the price we sell it for as well as the charges outlined in Clause 8.4. Please note that if we sell the Lot for a higher amount than your winning bid, the extra money will belong to the Seller;
- 9.1.4 remove, store and insure the Lot at your sole risk and expense, either at Cheffins premises or elsewhere;
- 9.1.5 as provided by the Late Payment of Commercial Debts (Interest) Act 1998, the Auctioneers reserve the right to charge the Buyer(s) interest at a rate of 8% above the prevailing base rate set at the time by the Bank of England for any unpaid account or part thereof.
- 9.1.6 keep that Lot or any other Lot sold to you until you pay the Total Amount Due and to exercise a lien over any of your Goods in Cheffins possession for any purpose until the debt due is satisfied;
- 9.1.7 reject or ignore bids from you or your agent at future auctions or impose conditions before we accept bids from you, this may also include blocking you for online bidding access;
- 9.1.8 to apply any proceeds of sale of other Lots due or in future becoming due to the Buyer towards the settlement of the total amount due;
- 9.1.9 Where necessary, release your name and address to the Seller to enable the Seller to commence legal proceedings to recover the amounts due and legal costs. Cheffins will take reasonable measures to notify the Buyer prior to releasing such details to the Seller.

9.2 We will act reasonably when exercising our rights under Clause 9.1. We will contact you before exercising these rights and try and work with you to correct any non-compliance by you with these Conditions of Sale.

10. Health and Safety

Although we take reasonable precautions regarding health and safety, you are on our premises and sale sites at your own risk, and you agree to comply with our employees' reasonable instructions. All children must be accompanied by an adult and supervised at all times. Please note the lay out of the site and security arrangements. All persons entering a sale site must comply with the requirements of all Health and Safety notices. Accordingly, neither the Auctioneers nor its employees or agents shall incur liability for death or personal injury (except as required by law) or similarly for the safety of the property of persons visiting.

11. Sellers Warranties

11.1 The Seller warrants to us and you that:

- 11.1.1 the Seller is the true, legal owner of the Lot for sale or is authorised by the true owner to offer and sell the Lot at auction, save for any declarations made under Clause 10.3.7 in the Terms of Consignment.

- 11.1.2 the Seller is able to transfer good and marketable title to the Lot to you free from any third-party rights or claims; save for any declarations made under Clause 10.3.7 in the Terms of Consignment and;
 - 11.1.3 as far as the Seller is aware, the main characteristics of the Lot set out in the auction catalogue (as amended by any notice displayed at the sale or announced by the Auctioneer at the auction), and any documentation provided to you by the Seller in relation to the Lot, are correct.
- 11.2 If, after you have placed a successful bid and paid for a Lot, any of the warranties above are found not to be true, please notify us. Neither we nor the Seller will be liable to pay you any monies and we will not be responsible for any inaccuracies in the information provided by the Seller.
- 11.3 Save as expressly set out above, all other warranties, conditions or other terms which might have effect between the Seller and you, or us and you, or be implied or incorporated by status, common law or otherwise are excluded.

12. Descriptions, Conditions and Safety

- 12.1 Our descriptions and knowledge of the Lot will be based on: (i) information provided to us by the Seller of the Lot (for which we are not liable); and (ii) our opinion (Cheffins is not able to and does not carry out exhaustive due diligence on each Lot).
- 12.2 We will give you a number of opportunities to view and inspect the Lots before the auction. You (and any independent consultants acting on your behalf) must satisfy yourself about the accuracy of any description of a Lot. We shall not be responsible for any failure by you or your consultants to properly inspect a Lot.
- 12.3 Sales catalogues, catalogue illustrations and condition reports are for information purposes only and do not necessarily convey the full information regarding any Lot. Representations or statements by us as to authorship, genuineness, origin, date, age, provenance, condition or estimated selling price involve matters of opinion honestly held by Cheffins and are not a statement of fact.
- 12.4 Cheffins exercises reasonable care when making statements of opinion consistent with its roles as an Auctioneer, on the basis of information provided by the Seller, available knowledge, and the generally accepted opinions of relevant experts (at the time any such expert expressly states such opinion). Cheffins is in no way required to seek the opinion of any expert outside of Cheffins.
- 12.5 Please note that many of the Lots that you may bid on at our auction are second hand and are unlikely to be in perfect condition. Lots are sold "as is" (i.e. as you see them at the time of the auction). Neither we nor the Seller accept any liability for the condition of second-hand lots, for their fitness for purpose, or for any condition issues affecting a Lot if such issues are included in the description of a Lot in the auction catalogue (or in any notice at the sale site) and/or which the inspection of a Lot by the Buyer ought to have revealed.
- 12.6 Where electrical and mechanical goods are sold for their historical and/or decorative attributes, and for collection and display only, they are not necessarily intended for use and are not guaranteed to be in working order.
If you buy Goods with electrical components and intend to use them, you must ask a qualified electrician to check them for compliance with safety regulations before you use them. Cheffins do not PAT test electrical items.

13. Deliberate Forgeries

- 13.1 You may return any Lot which you consider with some cause to be a Deliberate Forgery to us within 21 Working Days of the auction from which it was purchased, provided that you return the Lot to us in the same condition as when it was released to you, accompanied by a written statement identifying the Lot from the relevant catalogue description and a written statement of defects.

- 13.2 If we are satisfied, acting reasonably, that the Lot is a Deliberate Forgery and it has been returned to us within the time specified in Clause 13.1, we will refund you the money paid by you for the Lot (including any Buyers Premium and applicable VAT) PROVIDED THAT you will have no right to a refund under this Clause 13.2 if:
- 13.2.1 the catalogue description reflected the accepted view of experts as at the date of the auction or the catalogue description indicated that there was a conflict of opinion; or
 - 13.2.2 there has been no material loss in value of the Lot from its value had it been in accordance with its description;
 - 13.2.3 you personally are not able to transfer good and marketable title in the Lot to us.
- 13.3 Cheffins may require the Buyer to obtain at the Buyer's expense the reports of up to two independent and recognised experts in the field, mutually acceptable to Cheffins and to the Buyer. Cheffins shall not be bound by any reports produced by the Buyer and reserves the right to seek additional expert advice at its own expense.
- 13.4 If you have sold the Lot to another person, we will only be liable to refund the price that you paid for the Lot. We will not be responsible for repaying any additional money you may have made from selling the Lot. The rights under this Clause 13 are given to you as Buyer in our auction; they are not given to and may not be transferred or assigned to any third party.
- 13.5 Your right to return a Lot that is a Deliberate Forgery does not affect your legal rights and is in addition to any other right or remedy provided by law or by these Conditions of Sale.
- 13.6 The conditions detailed in this Clause 13 will also apply to purposely hidden repairs and incomplete Lots where the incompleteness is not evident from an internal inspection.

14. Our Liability to You

- 14.1 Cheffins is not liable for any acts or omissions arising from the conduct of auctions or in relation to the sale of any Lot, whether negligent or not.
- 14.2 In addition to the above, neither we nor the Seller shall be responsible to you, and you shall not be responsible to the Seller or us for any other loss or damage that any of us suffer that is not a foreseeable result of any of us not complying with the Conditions of Business. Loss or damage is foreseeable if it is obvious that it will happen or if at the time of the sale of the Lot, we, you and the Seller knew it might happen.
- 14.3 You should note that where Lots are sold as antiques, they are sold for their decorative and collectable attributes rather than for use and are often of considerable age and uncertain manufacture; neither we nor the Seller accepts any liability for loss or damage to the Lots, or any other loss or damage, that is caused by or results from any inherent vice or defect affecting the Lots.
- 14.4 In addition to the foregoing, you agree that no claims for any reason whatsoever may be brought against our staff, including the partners in the firm. Services are provided by our staff for and on behalf of Cheffins. Our staff do not assume any personal responsibility to our clients in relation to work carried out under these terms and any personal liability of any member of staff is therefore excluded. Any claims against us should be brought against Cheffins as a partnership. You agree not to bring any claim (including in negligence) against any employee or member of our staff including partners, as individuals in their personal capacity in connection with any loss or damage suffered in connection with our services. If you do bring a claim against any of our staff or partners, they can rely on this agreement, including its limitations of liability.
- 14.5 Subject to Clause 14.4, if we are found to be liable to you for any reason (including, amongst others, if we are found to be negligent, in breach of contract or to have made a misrepresentation), our liability will be limited to the total purchase price

paid by you to us for any Lot and shall not include any indirect or consequential losses.

14.6 Notwithstanding the above, nothing in these Conditions of Sale shall limit our liability (or that of our employees or agents) for:

- 14.6.1** death or personal injury resulting from negligence (as defined in the Unfair Contract Terms Act 1977)
- 14.6.2** fraudulent misrepresentation
- 14.6.3** any liability which cannot be excluded by applicable law

15. Notices

15.1 All notices between you and us regarding these Conditions of Sale must be in writing.

15.2 Any notice referred to in Clause 15.1 may be given:

- 15.2.1** by delivering it by hand; or
- 15.2.2** by first class pre-paid post or Recorded Delivery; or
- 15.2.3** by email (a notice given by email will be deemed to be signed for the purpose of this Clause 15.1 if the name of the sender appears in a signature position after the body of the email and has not been added automatically by the sender's email server)

15.3 Notices must be sent:

- 15.3.1** by hand, by first class pre-paid post or Recorded Delivery
 - a) to us, at our address as set out in the definitions section of the Terms of Consignment or at our registered office address appearing on our website; and
 - b) to you, at the last postal address that you have given to us as your contact address; or
- 15.3.2** by email;
 - a) to us, by sending the notice to the following email address:
 - b) machinery@cheffins.co.uk
 - c) to you, by sending the notice to any email address that you have given to us as your contact email address.

15.4 Notices will be deemed to have been received:

- 15.4.1** if delivered by hand, on the day of delivery; or
- 15.4.2** if sent by first class pre-paid post or Recorded Delivery, two Working Days after posting, exclusive of the day of posting; or
- 15.4.3** if sent by email, at the time of transmission unless sent after 16.30 in the place of receipt in which case they will have deemed to have been received on the next working day in the place of receipt.

15.5 Any notice or communication given under these Conditions of Business will not be validly given if sent by fax, any form of messaging via social media or text message.

16. Data Protection

All data will be held and processed in accordance with Cheffins Privacy Notice which can be found on our website at www.cheffins.co.uk/privacy-notice.

17. General

17.1 We may, without reason, refuse admission to our premises or attendance at our auctions by any person, in addition we will not tolerate rude or abusive behaviour towards our staff or other members of the public on our premises or attending our auction.

17.2 Telephone calls to Cheffins relating to auction bids may be recorded. Any such recording will be disposed of in line with Cheffins Privacy Policy and Retention Schedule.

17.3 CCTV and drones are in operation at our saleground and may be in operation at other sale sites, auctions are also live streamed via our website. Drone footage may

be used for marketing purposes. Please speak to a member of staff if you have any queries relating to this.

- 17.4 We act as an agent for our Sellers. The rights we have to claim against you for breach of these Conditions of Business may be used by either us, our employees or our agents, or the Seller, its employees or agents, as appropriate. Other than as set out in this Clause 17.4, these Conditions of Business are between you and us, and no other person will have any rights to enforce any of these Conditions of Business.
- 17.5 We may use special terms in the catalogue descriptions of particular Lots. You must read these terms carefully along with any glossary provided in our auction catalogues.
- 17.6 All images and other materials produced for the auction, including drone footage, are the copyright of Cheffins for use at Cheffins discretion.
- 17.7 Each of the Clauses of these Conditions of Business operate separately, If any court or relevant authority decides that any of them are unlawful, the remaining Clauses will remain in full force and effect.
- 17.8 We may change these Conditions of Business from time to time, without notice to you. Please read these Conditions of Business carefully, as they may be different to the last time you read them.
- 17.9 Except as otherwise stated in the Conditions of Business, each of our rights and remedies are: (a) in addition to and not exclusive of any other rights or remedies under these Conditions of Business or general law; and (b) may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under these Conditions of Business is not a waiver of that or any other right. Partial exercise of any right under these Conditions of Business will not preclude any further or other exercise of that right or any other right under these Conditions of Business. Waiver of a breach of any term of these Conditions of Business will not operate as a waiver of breach of any other term or any subsequent breach of that term.
- 17.10 These Conditions of Business and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 17.11 Except as provided for in Clause 14.4 no person who is not a party to this agreement will have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.12 Complaints – if you have any complaints, please send them to us directly via email (complaints@cheffins.co.uk) or by post to Cheffins Complaints Department, Clifton House, 1-2 Clifton Road, Cambridge, CB1 7EA. A copy of our complaints procedure is available on request and can be found on our website at www.cheffins.co.uk/complaints-procedure.

Appendix I

Buyer's Premium

All purchases will be subject to the following buyer's premium on Lots sold by auction or by private treaty. Rates vary according to the type of auction. Please refer to the office if you require confirmation as to which rates apply. VAT at the standard rate is chargeable on the Buyer's Premium, subject to Clause 7 in the Information for Buyers at Auction.

- **Cambridge Machinery Sales**

6% on the first £2,500 or lower and 3.5% on the balance where applicable, plus VAT, will be charged on all Hammer Prices per lot, subject to a minimum charge of £5 + VAT.

- **Cambridge Vintage Auction (including Harrogate)**

Class 1 & 2 items *	6% of the Hammer Price
Class 3 items*	10% of the Hammer Price
Class 4 items*	10% of the Hammer Price

All Lots will be subject to a minimum charge of £2.50 plus VAT per lot.

*as defined in **Appendix II**

- **Auctions held on-site (i.e. auctions not held at the Cambridge Machinery Saleground)**

Please refer to the specific sale catalogue for confirmation

- **Cambridge Machinery Sales**

Class 1 Items	Tractors, Excavators, Loading Shovels, Telescopic Handlers, Forklift Trucks, Bulldozers, Cranes, Dumpers, Combine Harvesters, Self-Propelled Sugar Beet, Potato and Forage Harvesters and Self-Propelled Sprayers
Class 2 Items	All other items except Vehicles
Class 3 Items	Vehicles including all commercial, private, light goods and four-wheel drives

- **Cambridge Vintage Auction (including Harrogate)**

Class 1 Items	Steam Engines
Class 2 Items	Tractors, Vehicles including all commercial, private, light goods and four-wheel drives
Class 3 Items	Motorcycles
Class 4 Items	All other items

- **Auctions held on-site (i.e. auctions not held at the Cambridge Machinery Saleground)**

Please refer to the specific sale catalogue for confirmation.

- **Cambridge Machinery Sales**

Sellers Commission

Class 1 items*: 5% of Hammer Price, subject to a minimum charge per Lot of £50 (+VAT) and a maximum charge of £700 (+VAT).

Class 2 items*: 7.5% of Hammer Price, subject to a minimum charge per Lot of £5 (+VAT) and a maximum charge of £700 (+VAT)

Class 3 items*: 5% of Hammer Price, subject to a minimum charge per Lot of £50 (+VAT) and a maximum charge of £700 (+VAT)

*Please refer to **Appendix II** for the definitions of each Class.

Entry Fees

Entry fees on all Lots sold, unsold and entered but not forward shall be charged at a minimum of £2.50 and a maximum of £10 (+VAT) per Lot per sale, the exact fees charged will depend on the type of sale. Please refer to the Auctioneers for confirmation specific to each Lot.

- **Cambridge Vintage Auction (including Harrogate)**

Sellers Commission

Class 1 items*: 5% of Hammer Price, subject to a minimum charge per Lot of £2.50 (+VAT).

Class 2 items*: 7.5% of Hammer Price, subject to a minimum charge per Lot of £2.50 (+VAT)

Class 3 items*: 10% of Hammer Price, subject to a minimum charge per Lot of £2.50 (+VAT)

Class 4 items*: 10% of Hammer Price, subject to a minimum charge per Lot of £2.50 (+VAT)

Entry Fees

Entry fees on all Lots sold, unsold and entered but not forward shall be charged at the following rates:

Class 1 and 3 items: £40 per Lot per sale

Class 2 items: £15 per Lot per sale

Class 4 items £2.50 per Lot per sale

*Please refer to **Appendix II** for the definitions of each Class

- **Auctions held on-site (i.e. auctions not held at the Cambridge Machinery Saleground)**

Please refer to the specific sale catalogue for confirmation