

## **FARM MACHINERY DISPERSAL AUCTION**

**On behalf of the late Mr Peter Miller**



**Cuckoo Tye Farm, Acton,  
Suffolk, CO10 0AE**

**Saturday 31<sup>st</sup> July 2021 at 10.30am**

**Viewing day on Friday 30<sup>th</sup> July 2021 (12 noon – 6pm)  
and morning of the sale**

10 RISBYGATE STREET BURY ST EDMUNDS SUFFOLK IP33 3AA DX 57246 BURY ST EDMUNDS  
TEL: 01284 748600 FAX: 01284 748610  
AND AT MARKET PLACE STOWMARKET SUFFOLK IP14 1DN DX 35907 STOWMARKET  
TEL: 01449 612384 FAX: 01449 677185

## **Background**

Peter Crichton and Lacy Scott & Knight have been jointly instructed by the Executors of the Late Peter Miller to carry out this major dispersal auction of arable machinery and equipment following the sad passing in May of Peter Miller after his brave battle with Motor Neurone Disease.

The Miller family have farmed at Cuckoo Tye Farm near Sudbury since 1911 and Peter Miller was a third generation of the family to run this productive arable enterprise.

Peter Miller was well known in the region and further afield as a kind and helpful friend and neighbour and was also an intrepid “flying farmer” with his own pilot’s licence, which allowed him to make trips to farms and other parts of the country and abroad.

Peter Miller was an innovative highly experienced arable farmer and engineer and a successful participant in crop growing competitions.

The farmland extending to over 500 acres is being retained and is being farmed on a Contract Farming Agreement, hence this dispersal auction of farm machinery and equipment.

In addition to modern farm machinery, an interesting selection of farming bygones are included.

Although the 31<sup>st</sup> July 2021 auction is a “face to face” sale, bidders unable to attend will be able to bid on-line or leave commission bids.

## **Directions**

Cuckoo Tye Farm lies just to the south of the village of Acton and to avoid congestion building up on some minor single track roads, buyers with a satnav would be well advised to set their destination as the Crown Public House (**CO10 0AT**) in the centre of the village of Acton. From that point on follow the “To The Sale” signs. On the day of the auction a “one way” traffic system will be in operation and all visitors will leave the sale site via a private farm roadway leading to the Long Melford by-pass.

## **COVID-19 GUIDELINES**

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

Measures have been put in place which are in line with HSE and government guidance to reduce the risk of the transmission of COVID19. To reduce the amount of people entering onto the site, it is requested that only those with a genuine intention of purchasing items from the sale attend the site.

Those in attendance may be required to leave their contact details on entry and must adhere to social distancing measures at all times. Lacy Scott & Knight & Peter Crichton also request that if required visitors provide their own face masks and pens. Hand sanitizer will be provided on site.

## **Order of Sale**

The sale will commence at 10.30am on Saturday 31<sup>st</sup> July 2021.

## **VAT**

VAT is at the standard rate will be added to the purchase price of all lots unless the vendor has specified otherwise announced during the course of the sale.

## **Commission Bids**

The auctioneers will be pleased to execute commission bids on behalf of persons unable to attend the sale. You can leave a commission bid on your behalf either by email, registering through the website ([www.lsk.co.uk](http://www.lsk.co.uk)), or alternatively telephoning the office (07503684374 or 01284 748600) to leave bids.

## **Online Bidding**

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

## **Hours and Mileage:**

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

## **Pre-Sale Disclaimer**

Please note that if there any changes to the sale as a result of COVID-19 please check our website for regular updates to the sale.



## **SALEGROUND TELEPHONE**

**GRAHAM FORD – 07503 684374 or 01284 748684**

**PETER CRICHTON – 07721 094994**

## IMPORTANT NOTES

1. **This Farm Dispersal Auction** takes place on behalf of the Executors of The Late Peter Miller at Cuckoo Tye Farm, Acton.
2. **Export:** If any lots are to be exported outside the EU, VAT will be charged and retained by the auctioneer until a Customs Clearance note is secured. The VAT will then be refunded. If confirmation of export is not secured within 8 weeks, the VAT will be paid to the vendor and declared in the normal way. If lots are to be exported within the EU proof of VAT registration number and confirmation of port for export will be required otherwise VAT will be charged.
3. **Removal of Lots:** All lots must be collected by Friday 6<sup>th</sup> August 2021 and a loader with operator will be available free of charge without appointment on Saturday 31<sup>st</sup> July, Sunday 1<sup>st</sup> & Monday 2<sup>nd</sup> August. After this date Buyers must contact Richard Duchesne on **07767 398490** beforehand to arrange loading times. All lots will be the purchaser's responsibility and liability at the fall of the hammer, whether paid for or not.
4. **Health & Safety:** Notices will be posted in the Sale Office and copies are available if required or can be downloaded from [www.lsk.co.uk](http://www.lsk.co.uk)
5. **Haulage:** Haulage of larger items can be arranged with Robert Hartley Tel: 07860 206030; James P Dixon Tel: 01359 258032 / 07802 611085; Stuart Gray Tel: 07736 490706; Richard Pratt 07860 861813.
6. **Number Bidding:** All prospective purchasers must complete a Buyers Registration Form and register in the office on the viewing day or day of the sale to receive a number for bidding. PLEASE COMPLETE THE REGISTRATION FORM BEFORE COMING TO THE SALE AND BRING IT TO THE SALE OFFICE AS THIS WILL SAVE TIME.
7. **Payment:** If purchasers wish to pay by cheque and are not well known to the Auctioneer, then no lot will be removed from the site until the cheque has cleared or without a suitable bank reference addressed to the Auctioneer prior to the sale. Payment can be made Credit/Debit Card. At the fall of the hammer all lots shall be the sole risk of the purchaser. Payments must be made by either Bankers draft, postal order, Debit Card, BACS or CHAPS, within 5 working days of the conclusion of the Auction period. Persons who are unknown to the auctioneer and wishing to pay by cheque should bring to the sale an appropriate letter of credit from their bank. Alternatively, they may instruct their bank to write or email the auctioneers at the Bury office confirming that the cheques will be honoured to a predetermined figure. Unless this procedure is followed items may not be removed until cheques are cleared.
8. **Lot Measurements:** All measurements are approximate and buyers are advised to check these before purchase.
9. **Conditions of Sale:** These will be posted in the Sale Office as well as being available on the Auctioneer's website.

## Workshop

1. Front Box And Weights
2. Qty of Chains and Bar
3. Qty of Chains
4. Qty of Chains and Hoist
5. Towbar Lift
6. Qty of Chain
7. Hand Hoist
8. Pallet of Chains
9. Blade
10. Rear Linkages
11. Adjustment Parts
12. Drill Tines
13. Spider Wheel Brace
14. Seat
15. Alluminium Ladder
16. Wheelbarrow Tyres
17. Stepladder
18. Gas Heater
19. Gas Heater
20. Worklight
21. Combine Blade
22. Hazard Signs
23. Wheel Weight
24. Fastening Rope
25. Bending Machine
26. Tractor Boxes
27. Jack
28. Wheel Changer
29. McCulloch M40-450c Lawnmower
30. Wheel Axles
31. Stanhay Hand Seed Drill
32. 2 x Metal Dividers
33. Saw
34. Workbench, Gullotine and Misc
35. Metal Press
36. Gullotine
37. Pillar Drill & Drill Parts and Bench
38. Wilson Lathe
39. Vehicle Lift

## Miscellaneous Parts and Equipment

40. Metal Shipping Container
41. Withdrawn Item
42. Pallet of John Deere Parts
43. Qty of Cultivation Spares
44. Ford Wheel Weights
45. John Deere Front Weights
46. Matrot Sugar Beet Harvester Parts

**ALL LOTS ARE SUBJECT TO VAT @ 20%.  
THE ITEMS WHICH WILL NOT BE SUBJECT TO VAT  
WILL HAVE A \* AFTER THE DESCRIPTION LISTED IN  
CATALOGUE.**

**SALE COMMENCES AT 10.30AM**

47. Matrot Sugar Beet Harvester Parts
48. Matrot Sugar Beet Harvester Parts
49. Matrot Sugar Beet Harvester Parts
50. Matrot Sugar Beet Harvester Parts
51. Matrot Sugar Beet Harvester Parts
52. Matrot Sugar Beet Harvester Parts
53. Matrot Sugar Beet Harvester Parts
54. Matrot Sugar Beet Harvester Parts
55. Matrot Sugar Beet Harvester Parts
56. Matrot Sugar Beet Harvester Part
57. 2 x Wooden Ladders
58. Qty of Sundry Parts
59. Echo SRG 395 Radiogram \*
60. Chest\*
61. Bentall & Co. (Mangle/Grinder)\*
62. Lister Engine\*
63. Sundry Lamps\*
64. Grindstone\*
65. Ridging Harrows (Maldon Iron Company)\*
66. Potato Riddle (Ellington of Gainsborough)\*
67. Massey Harris Grasscutter\*
68. Ellington & Co Gainsborough No.2 - Grass Cutter\*
69. Horse Drawn Buck Rake\*
70. Weighing Machine\*
71. Sack Lift - Cooksmaker & Pantentee – Peterborough\*
72. 1 x Wooden Saw\*
73. 2 x Scythes\*
74. Sundry Horse Equipment\*
75. 3 ZigZag Harrow\*
76. J Wilder – Turner\*
77. Wooden Seed Dressing Machine\*
78. Seed Dresser (J Brittain Pash Ltd)\*
79. Sundry Horse Equipment (harnesses, Whipple Trees)\*
80. Austin K2 WWII Fire Engine, circa 1939 – 1945 fitted, with 6 cylinder petrol engine (need repair)\*
81. Cart Jack\*
82. Oxford Allen Grass Mower\*
83. 3 Gang Mowers\*
84. Misc Scrap Metal\*
85. Qty Hand Tools\*
86. Sundry Cans & Metal Seats\*
87. Fruit Machine\*
88. Worsop Water Pump\*
89. Misc Pump Parts\*
90. Lister Engine\*
91. 6 x Jerry Cans\*
92. Qty Mixed Tools\*
93. Churner, Sieves, Vice, Mangle\*
94. Qty Metal ID Plates/Parts\*
95. Qty of Bottles\*
96. Qty Hand Tools\*
97. Lighting Boards for Trailer
98. Car Jack

- 99. Briggs & Stratton 375 Lawnmower
- 100. Bird Scarer
- 101. Qty of Beet Sheets
- 102. Qty of Pumps and Generators
- 103. Side Knife
- 104. Case Combine Spares
- 105. Stocks Slug pelleter and Sprayer tank
- 106. Accord Drill Parts
- 107. Selection of PTO Guards and Parts
- 108. Qty of Hand Tools
- 109. Nodet Bout Markers
- 110. Qty of Cultivation Spares
- 111. Qty Cultivation Spares and wheels
- 112. Qty of Plough Parts
- 113. Plough Parts x 2
- 114. Cast Iron Cultivator Parts
- 115. Plough Parts
- 116. Qty of Hydraulic Hoses
- 117. Qty of Sundry Equipment
- 118. Qty of Sundry Tools
- 119. Qty of Cultivation Parts
- 120. Qty of Cultivation Parts
- 121. Qty of Webb Hoe Spares
- 122. Ransomes Plough Parts
- 123. Ifor Williams Canopy
- 124. Plough Parts
- 125. Qty of Cultivation Parts
- 126. Qty of Disc Parts
- 127. Ford 6600 Tractor Parts
- 128. Ford 6600 10.50 - 18 Wheels
- 129. Caterpillar D7 Post War Crawler Tractor

### **Wheels and Tyres**

- 130. 550 x 60 - 22.5 Front Terra Tyres
- 131. Pair of Rear Terra Tyres
- 132. Pair of Rear Terra Tyres
- 133. Flotation Tyres Front 400 - 17.5
- 134. 210/95R4 x 2 Rear Row Crop Wheels
- 135. Pair Row Crop Tyres
- 136. Trelborg 600 x 55-38 Wheels
- 137. 270/95R48 John Deere Row Crop Wheels
- 138. 270/95R32 x 2 Row Crop Front Wheels
- 139. 1270/95R 44J x 2 Row Crop Wheels
- 140. Pair of Rowcrop Tyres (11.2R 44)
- 141. 2 x 30.6 x 12-385 Star Dual Wheels
- 142. 2 x 30.6 x 12-385 Star Dual Wheels
- 143. Goodyear Tyres
- 144. Goodyear Front Tractor Tyre
- 145. Pair of Front Wheels
- 146. Row Crop Wheels 6.5 x 44 x 2
- 147. Goodyear Terra Tyres 38 x 20-16

### **Miscellaneous Farm Equipment**

- 148. Qty of Oil Drums
- 149. Flatbed Trailer
- 150. Flatbed Trailer with RSJs
- 151. Qty of Fire Extinguishers
- 152. Tractor Mounted Road Brush
- 153. 1 Blade
- 154. 1 x General Purpose Bucket
- 155. 4 x Digger Buckets
- 156. 1 x Digger Bucket
- 157. 1 x Water Tank
- 158. Bath

### **Tillage and Operating Equipment**

- 159. Dowdeswell Power Harrow
- 159a 6 Row Matrot M31 Sugar Beet Harvester K723 RRT 3368 Hours
- 159b Massey Ferguson 450S Tracked Excavator
- 160. Withdrawn Item
- 161. Vicon Hay Turner
- 162. Withdrawn Item
- 163. 3 Leg Howard Paraplow
- 164. Withdrawn item
- 165. 4 Leg Howard Paraplow
- 166. Diesel Bowser with 12v Pump
- 167. 4.5m Vicon Tilthmaster
- 168. 4.5m Vicon Tilthmaster
- 169. Chassis Axles
- 170. Vintage Horse Flat Roll\*
- 171. Votex Topper - To repair
- 172. Matrot M41 Disc Lifters
- 173. Matrot M41 Disc Lifters
- 174. Single Furrow Horse Plough\*
- 175. Horsedrawn Cultivator
- 176. 7ft Ransomes Cultivator
- 177. 7ft Ransomes Cultivator
- 178. 5ft Howard Selectatilh
- 179. Transport Box
- 180. 2 Leg Ripper Tine for D7
- 181. 3 Furrow Horse Plough\*
- 182. Horse Drawn Cultivator\*
- 183. Single Furrow Horse Plough\*
- 184. ZigZag Harrow
- 185. ZigZag Harrows Folding Parmenter Drag Harrows
- 186. Ransomes Heavy Cultivator
- 187. Vintage Cultivator\*
- 188. Sanderson Bale Grab
- 189. Ford & John Deere Tractor Wheel Weights
- 190. Single Furrow Ransomes Plough\*
- 191. Ransomes Potato Spinner
- 192. 3 Furrow Ransomes Plough (TS54)



193. 3 Furrow Vintage Plough\*
194. Sugar Beet Bucket
195. 3 Furrow Ransomes Plough
196. Twin Axle Tipping Trailer
197. 3m Lely Roterra
198. Yard Scraper
199. 5m Blench Dutch Harrow
200. Air Compressor with Cummins Engine
201. Major Flat 8 Bale Sledge
202. Set of Discs
203. Set of Discs
204. Set of Discs
205. 2 Furrow Plough
206. Set of Discs
207. Ex Spray Tank
208. Qty of Galvanised Sheets
209. Moledrainer
210. Irwin Turner Vintage 2 row Potato Planter\*
211. Vintage 4 Furrow Horse Drawn Plough\*
212. Webb Sugar Beet Hoe
213. Webb Sugar Beet Hoe
214. Trailer Wheels
215. Lug Wheel
216. Vintage Cultivator\*
217. Sundry Drill Parts and pipes
218. Withdrawn
219. Withdrawn
220. Tractor Box
221. Massey Ferguson Digger Buckets
222. 2 x Lug Wheels
223. Bomford Dumper Truck
224. Chafer Fuel Bowser (1000L)
225. 1 Lister Engine
226. Ferranti Pneumatic Tandem DL Drill
227. 3 x IBC Containers
228. Hayrack x 2
229. Two Wheel Cart - Horsedrawn Tumbil\*
230. Wheel for Cart\*
231. Vintage Opperman Motocart\*
232. Bamford Roller Mill
233. 6 Row Webb Front Mounted Beet Hoe
234. 6 Row Standen Interrow Beet Hoe
235. Front Loader Linkage
236. 4m Dowdswell 400H Power Harrow (1996)
237. 4m Dowdswell Power Harrow (1992)
238. 8m Vaderstad Spring Tines
239. 10 Leg Chisel Plough Bomford (2m)
240. 2.5m Spalding Flat Lift (Serial no 901150)
241. 3.5m Lemken Terra Tilth
242. 2 Leg John Deere Subsoiler
243. 3m John Deere - Spring Tines

- 244. 3m Simba MKII Discs
- 244a Simba Leading Tine Press with DD Rings
- 244b 3.8m Simba Leading Tine Press with Cast Rings
- 244c 3.5m Galucho Top Tilt THR-350
- 245. 3m Simba Express + ST bar
- 246. 6m Twose Hydraulic Breaker Rolls (1995)
- 247. 12m Nodet DPS 12 Fertiliser Spreader
- 248. 4 Furrow Rabe Reversible Plough
- 249. 4 Furrow Dowdswell Reversible Plough
- 250. 5 Furrow Vogel & Noot Plough
- 251. 4 Furrow Ransome Plough (TSR III)
- 252. 5 Furrow Dowdeswell Plough (DPFE)
- 253. 5 Furrow Kverneland LB85 Plough
- 254. Claydon Furrow Cracker
- 255. Cambridge Rolls
- 256. Flat 8 Bale Grab
- 257. Cambridge Rolls
- 258. 1.5m Lemken Furrow Press
- 259. 4m Accord Ferrag SA Compactor Combidrill
- 260. 6m Accord Ferrag DV Pneumatic Drill
- 261. 4m Lely Terra Combination Power Harrow Drill (1996)
- 262. 12 Row Monosem Meca 2000 Sugar Beet Drill
- 263. 12 Row Monosem Meca 2000 Sugar Beet Drill with 22ft Flatbed Low Loader Trailer
- 264. 4m Pottinger Terrasam 4000 Seed Drill
- 265. 24m John Deere 732 Trailed Sprayer (2012) 3200l
- 266. Kuhn Axis 40.1w Fertiliser Spreader (2009)

**Tractors / Vehicles / Trailers / Combine, Etc.**

- 267. 4m 2 Wheel Low Loader
- 268. Scammell Flat Bed Trailer (24ft)
- 269. 3t Wheatley Tipping Trailer
- 270. 2 Wheel Tipping Trailer & Grain Tank
- 271. 10t Marston Tipping Trailer - Twin Axle Manual Tailgate
- 272. 8t 2 Wheel Fraser Tippng Trailer with Rollover Sheet & Grain Auger
- 273. 12t Twin Axle Richard Western Tipping Trailer
- 274. 8t High Tip Trailer
- 275. 14t Richard Western Twin Axle Tipping Trailer & Rollover Sheet
- 276. 10t Richard Western Twin Axle Trailer
- 277. Withdrawn Item
- 278. 12t Richard Western Tipping Trailer
- 279. Rice Horsebox Trailer
- 280. Tractor Mounted Saw Bench
- 281. Withdrawn Item
- 282. Dumper Truck
- 283. Scammel Low Loader
- 284. New Holland Hayliner Baler
- 285. Pair Massey Ferguson Mudguards
- 286. McConnell PA93 Hedgecutter
- 287. 6 Row Matrot M4I Sugar Beet Harvester BP5I UNK (3773 Hours)
- 287a Honda Quad Bike Big Red X4
- 287b Toyota Hilux Pick Up Truck (Reg X885 PCP) 121,000 Miles

- 287c Hymac Overlander 45 Forklift
- 288. Nuffield Universal 3 Tractor (Reg. NGV 851)
- 289. Fordson Super Major (Reg 197 HRT) with manual
- 290. John Deere 2140, XE Series Tractor (Reg: B31 IAR) 3769 Hours
- 291. John Deere 6800 Tractor (Reg: P369 ODX) 9483 Hours
- 292. JCB Fastrac 185/65 (Reg. N589 JBJ) 7100 Hours
- 293. John Deere Tractor 6140R (AV14 SEO) 5493 Hours
- 294. Massey Ferguson 7620 Dyna6 Tractor with Front Linkage & Weight Block (5403 Hours)  
(Reg: AY13 BUH)
- 295. 18ft Case 2388 Combine Harvester with Straw Chopper (Reg. Y998 0BJ) (Engine Hours 2644  
Hours) with header and carrier trailer

### Further Included Entries

- 296. Renault Tractor believed to be model R3041, circa 1951, retro fitted with 2 Furrow Plough\*
- 297. 5m Low Loading Machinery Carrier, fitted with lights
- 298. Set of Cambridge Rolls
- 299. 2 x 5 Star Dual Wheels
- 300. Set of Terra Tyres
- 301. Set of Rowcrop Front Wheels 270-95-R32
- 302. Set of Rowcrop Rear Wheels 270-95-R48
- 303. Lemken Plough Parts
- 304. Sprayer Front Tank and Pump
- 305. New Holland Baler 945
- 306. Cooks Flat 8 Bale Sledge
- 307. 2000L Bunded Fuel Bowser Tank



## **STANDARD TERMS AND CONDITIONS OF BUSINESS**

### **I DEFINITIONS**

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

### **2 CONDITIONS OF SALE**

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

### **3 HEALTH AND SAFETY**

- (i) All persons viewing a lot do so at their own risk and with notice of the condition of the premises and their contents.
- (ii) All persons viewing a lot are hereby made aware that there may be significant risks on the Sale ground including moving machinery and equipment;
- (iii) Caution should be exercised at all times and children and animals/pets must be fully supervised at all times.
- (iv) All persons viewing a lot must take notice of all specific health and safety notices on display. If in doubt, please consult the Auctioneers in charge.
- (v) Any accidents or incidents that occur on the Sale ground must be immediately reported to the Auctioneers and details recorded in the appropriate accident book. No powered machinery or equipment should be started without the prior approval of the Auctioneers.
- (vi) Any vehicles brought onto the Sale ground to collect lots should be operated with extreme caution and within a 5mph speed limit. Loading using machinery should only be undertaken by suitably qualified and experienced operators.
- (vii) The Auctioneers shall have the right at their discretion to refuse admission to their premises or those of their clients by any person.

### **4 AUCTIONEERS STATUS**

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

### **5 LIMITATION OF LIABILITY**

- (i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for;
- (a) any breach of these Conditions however arising;
  - (b) any use made or resale of the Lots by the Purchaser; and
  - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions
- (ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for;
- (a) death or personal injury resulting from negligence
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be excluded or limited by applicable law
- (iii) Without prejudice to clause 5(ii), the Auctioneers shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- (a) loss of profit;
  - (b) loss of goodwill;
  - (c) loss of business;
  - (d) loss of business opportunity;
  - (e) loss of anticipated saving; or

- (f) special, indirect or consequential damage, suffered by any other party that arises under or in connection with these Conditions.
- (iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.
- (v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

## **6 WARRANTY DECISIONS**

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

## **7 RESERVATIONS**

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

## **8 CATALOGUES AND ADVERTISEMENTS**

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

## **9 RESERVE PRICE AND BIDDING**

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

## **10 PAYMENT**

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

## **11 RESERVATION OF TITLE**

- (i) If not paid for on demand, the Lot shall be returned to the Sale ground for resale.
- (ii) Title to Lots shall not pass to the Purchaser until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.
- (iii) Until title to Lots has passed to the Purchaser, the Purchaser shall:
  - (a) store those Lots separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and
  - (c) maintain those Lots in a good and marketable condition and keep them insured on the Vendor's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Vendor.
- (iv) Subject to clause 11(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).
- (v) If, before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then without limiting any other right or remedy the Vendor may have:
  - (a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
  - (b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.

## **12 VALUE ADDED TAX ON PURCHASE PRICE**

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

### **13 WARRANTY AND INSPECTION OF GOODS**

- (i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants nor agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
- (ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to clause 13(v) to clause 13(vii) inclusive set out below.
- (iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of Sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".
- (iv) All electrical items require a current Electrician's Safety Certificate and any item entered into the sale without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers shall have no responsibility for the safe use of the item.
- (v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.
- (vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.
- (vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

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

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

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

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

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

- (i) On failure of compliance with the Conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.
- (ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.
- (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

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

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

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

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

## **19 BUYER'S PREMIUM**

No Buyer's Premium is charged on site of sale ground. Internet charges will apply to internet buyers.

## **20 INTERNET SURCHARGE**

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

## **21 THIRD PARTY RIGHTS**

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

## **22 ENTIRE AGREEMENT**

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

## **23 SEVERANCE**

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

## **24 APPLICABLE LAW & JURISDICTION**

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

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













## Upcoming Sale

**Saturday 18<sup>th</sup> September 2021**

Farm Dispersal sale on behalf of S Fearnley & Sons  
at Lodge Farm, Little Saxham.

**PETER CRICHTON FAAV**

Valuation, Auction & Property Consultancy Services



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