





Chartered Valuation Surveyors & Estate Agents Agricultural & Fine Art Auctioneers SALES | LETTINGS | AGRICULTURAL | AUCTIONS

# Farm Machinery Sale by Auction

By kind permission Blyth Farm Services Ltd



The Sale will commence at 10.30am. THURSDAY 21ST MARCH 2024

Poplar Tree Farm, Carr Lane, Blyton, Gainsborough, Lincolnshire DN21 3LJ What3Words: ///found.melts.major

01673 843011 www.perkinsgeorgemawer.co.uk

**Sale by Auction** 





















Chartered Valuation Surveyors & Estate Agents Agricultural & Fine Art Auctioneers



# Foreword

Perkins George Mawer & Co., Chartered Valuation Surveyors & Estate Agents, Agricultural & Fine Art Auctioneers are favored with instructions to undertake a Dispersal Sale by Auction of Farm Machinery including irrigation equipment and specialist root crop implements on behalf of Blyth Farm Services Ltd.

## THE SALE WILL START AT 10:30AM THURSDAY 21ST MARCH 2024

POPLAR TREE FARM, CARR LANE, BLYTON, GAINSBOROUGH, LINCOLNSHIRE DN21 3LJ

### Items may be viewed on Wednesday 20th March between 1.00pm and 6.00pm and on the morning of the sale from 9.00am

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

For any further information please contact:

Nicholas Sharp **(07970 986364)** Elton Moulds **(07775 850703)** Molly Williams **(07833 453810)** 

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

# GENERAL REMARKS

### Introduction

Perkins George Mawer and Co., Chartered Valuation Surveyors & Estate Agents, Agricultural & Fine Art Auctioneers are instructed by 'Blyth Farm Services Ltd' to conduct a dispersal sale by Auction of farm machinery.

### Viewing

#### Items may be viewed on Wednesday 20th March between 1.00pm and 6.00pm and on the morning of the sale from 9.00am. Every

attempt has been made to describe the various items accurately but not all lots have been inspected and therefore the descriptions as provided cannot be guaranteed as accurate.

### Sale Location: Poplar Tree Farm, Carr Lane, Blyton, Gainsborough, Lincolnshire

To the sale signs will be erected on sale day. See also attached plan.

### Postcode:- DN21 3LJ

'What Three Words'

https://what3words.com/found.melts.major

### **Buyers Numbers**

The Selling will be by purchaser number cards. Bids will not be accepted without a buyer's number. All prospective purchasers are asked to register and obtain a Buyers Card at the pay office immediately upon entering the sale ground.

### **Commission Bids**

The Auctioneers are pleased to accept commission bids on behalf of those interested parties unable to attend the sale. **Those wishing to bid by telephone will be required to notify the Auctioneers in advance.** 

### **Terms of Payment**

All lots must be paid for on the day of the sale by either electronic bank payment BACS or CHAPS, cheque or debit card. Purchaser's unknown to the Auctioneers paying by cheque should make their own arrangements as to payment prior to sale day. Bank references may be required. The Auctioneers reserve the right to withhold purchases at their own discretion. Credit cards are NOT accepted.

### **Buyers Premium**

A buyers premium plus VAT is payable, on each lot, in addition to the purchase price.

The Auctioneers reserve the right to charge a Buyer's Premium at the following rate:

5% plus VAT up to £50,000

3% plus VAT from £50,001 and above

Those parties buying through the online bidding platform (i-bidder) will pay an additional 4% plus VAT surcharge.

### VAT

VAT will be charged at the standard rate, on top of the purchase price unless specifically referenced to the contrary.

### i-bidder

Online 'live' bidding facilities will be available via www.i-bidder.com Interested parties are encouraged to register at least 24 hours before the commencement of the sale. The Auctioneers cannot be held responsible for the adequacy or otherwise of the network signal on the day of the sale.

### **Loading Facilities**

A forklift will be available on Sale Day until 5pm and on Friday 22nd March 2024 between 9am and 5pm. Thereafter by prior appointment.

Please contact the offices of Perkins George Mawer & Co (01673) 843011. This facility is provided at the risk of the purchaser.

### Log books/operator manuals

Will be displayed in the Pay Office for prior inspection, where available.

### **Conditions of Sale**

All prospective purchasers should ensure that they have read and understood the Conditions of Sale as printed in this Catalogue. The act of bidding will be taken as acceptance of them.

### **Engine Hours**

Engine hours are not warranted and were correct at the time of cataloguing.

### Refreshments

Unlicensed refreshments will be available on sale day. Further Information

For those parties wanting additional information in respect of any of the items in the sale please contact;

Nicholas Sharp (07970) 986364 nick@perkinsgeorgemawer.co.uk

Elton Moulds (07775) 850703 elton@perkinsgeorgemawer.co.uk

Molly Williams (07833) 453810 molly@perkinsgeorgemawer.co.uk

### Health and Safety At Work Act 1974 (As amended by later legislation)

It is expressly brought to the bidders attention that at the time of sale any item of Plant, Machinery or Equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work Act 1974 or any other Acts or Regulations there under governing the use of that Plant, Machinery or Equipment in a working environment. Successful bidders for any such Plant, Machinery or Equipment and hereby required to ensure that the use of any such items at a place of work within the United Kingdom do not contravene any such Act or Regulation.

### **Important Notes**

It would be appreciated if all purchased lots can be removed from the sale ground as soon as possible. The Auctioneers reserve the right to dispose of all items left on the site and take no responsibility for missing lots, no exceptions. The site is strictly NO SMOKING.

### For Health and Safety reasons no loading of purchased items to take place until the selling has been concluded.

### Website

Further details: www.perkinsgeorgemawer.co.uk Safety Warning

### Please note the following for your own

safety and the safety of others;

- Vehicles only to be parked in the designated parking areas.
- No persons under the age of 16 should be in attendance unaccompanied.
- Do not enter areas which are either fenced or taped off.
- Please note there may be uneven ground, trip hazards and slippery surfaces. Precautions must be taken when moving around the site.
- Please take care when inspecting items for sale. Vehicles and machinery must only be operated with the permission of the Auctioneers.
- Purchasers or their Agents must take due care and attention to others when removing items from the site.
- All transport and lifting equipment entering the site must conform to current HSE and Road Traffic Act. In the case of larger items contractors may be required to provide a method statement.

# PARTICULARS OF SALE

**Sale Order**: This catalogue does not follow the lot order of the sale. The sale will commence at 10:30am prompt. The selling will be through **one Auction** in numbered order. A lotted catalogue will be available on the day of the sale.

### **TRACTORS FLT & SPRAYER:**

(2020) Case Puma 175CVX Tractor, 4WD, Datatag, 749 hours, full spec sheet available, Reg no: YN20 DHO, Serial no DBDPU175EKE254682

(2012) Case Puma 160CVX Tractor, 4WD, 8189 hours. Reg no: YJ12 FFK, Serial no ZCBP55020

(2011) Lite-Trac SS2400 self-propelled Crop Sprayer, 24m boom, 10 section, 4500 litre, row-crop wheels 320/90R54 at 72", X20 TopCon Controller, 3108 hours. Reg no: AE61 CLU

(2010) JCB 531/70 Telescopic Forklift, Datatag, 2371 hours. Q-fit carriage with hydraulic locking pins, Pallet tines, Front and rear work lights , smooth ride (boom suspension) 460/70R24 tyres. Reg no: FX60 FRL, Serial no JCB5TARJJ01522661

(1988) Case 956XL IH Tractor, 4WD hours unknown - showing 2832. Reg no: F101 JVL

### GPS:

Case FM750 Trimble steering kit including wiring, steering motor, IMD600 unit, antenna & steering wheel, subscription on Trimble Centre Point until 30.9.24

New Holland FM750 Trimble steering kit, Trimble wiring kit & Antenna,

no steering unit. - including wiring, steering motor, IMD600 unit, antenna & steering wheel, unlocked to Trimble Range Point. No subscription.

### DRILLS:

Accord 4m DL corn drill with electric tramline seed control

(2009) Horsch Pronto 6DC minimum till 6 metre corn drill, Variable rate capable, with Muller digital control box. Serial no 23482401

Stocks 7 row/10 row OSR metering unit/hoppers fitted to Simba FL500 subsoiler, 3.8m wide, 5/7 legs

Stanhay Singulaire 785 single bed drill

(2006) Stanhay Webb 12 Row Folding Star drill, 3 bed machine, with carrot discs

## CARROT TOPPING, LIFTING & POLY EQUIPMENT

(2000) Grimme GZ1700 DL1 Harvester, with hydraulic wheel drive, L/H levelling, 2nd agitator, auto ridge pressure, oscillator, H E web, carrot share assembly, GBT control panel & depth wheels

(2018) CM Regero poly layer

Poly under cutter, Regero tines

Jones Engineering poly wrapper/winder

Poly layer, home made, heated rollers

Jones Engineering front steel topper (spares or repairs)

(1999) Jones Engineering front topper, hydraulic front wheels

(2006) Jones Engineering rear rubber topper

(2010) Jones Engineering front steel topper

(1999) Jones Engineering rear rubber topper, hydraulic wheels, soft rubber

**CULTIVATION EQUIPMENT** 

Cambridge rolls 6.5m folding & contour following

(2019) Kverneland Qualidisc Farmer 5000T, 5 metre working width, 2.75 m transport width, hydraulic folding, 40 discs, front depth wheels, hydraulic levelling boards, rear actipack with scrapers

(2002) Grimme Shapeforma deep ridger

(2005) Grimme Combi-Star 1500 Destoner, automatic self centre steering, 14.5 x 20 wheels, levelling with EMC, 22mm x conveyor, HD clod mat, hydraulic height adjustment stars

Kuhn EL201 3 metre rotavator & flexicoil packer

(2006) Jones Engineering 3 bed folding twin rotor bedformer

Kongskilde Vibro Flex cultivator, manual fold, approx 3.8 metres

Kongskilde Vibro Flex cultivator, hydraulic folding, approx 5.2 metres

Jones Engineering single bed bedformer, twin rotor

Grays 10 foot flat ballast roll

Farmforce Furrow Press, approx 2.3 metres wide, 5 furrow

5 leg subsoiler

Farmforce Front Press, 4 metre, flexicoil & spring tines

Chain Harrows, approx 4 metres

### FERTILISER/LIME SPREADERS

Kuhn Fertiliser Spreader Twin Disc MDS701 with Auger Distributor

Accord DF1 front hopper, hydraulic motor/PTO driven fan

(2010) Kuhn Axis 40.1 W fertiliser spreader, Variable rate capable, weigh cells

Horstine Farmery micro granule hoppers, drives, electric clutches, fishtails, pipes, gears & brackets

(2002) Bredal K85 Lime/Fertiliser Spreader, Weigh cells, hydraulic/ mechanical drive, variable rate capable

### TRAILERS

Armstrong & Holmes high tip trailer

Bunning high tip trailer

40ft Tri-axle artic flat trailer & sprung dolly

40ft Tri-axle artic flat trailer & dolly

FW Pettit 3 ton tipping trailer

(2008) Jones Engineering 25ft sliding axle low loader serial no JELLT23

(1994) Triffit 12t tandem axle grain trailer

Reed & Upton powered dolly & air brake system

(1996) AS Marston FF12, 12t grain trailer

26ft curtain sider trailer

welfare trailer

irrigation sprinkler pipe/stillage trailer with steering

irrigation pipe trailer

irrigation pipe trailer, 2 shelves

irrigation pipe trailer, multiple shelves

### IRRIGATORS

(2012) Jones Irrigator 110 x 550, Computerised control

(2009) Jones Irrigator 110 x 520, Computerised control

(2004) Wright Rain 110G x 420m, Computerised control

(2002) Wright Rain 110G x 420m, Computerised control

(2001) Wright Rain 110G x 420m, Computerised control

(1996) Wright Rain 110G x 400m, Mechanial control

(1997) Bauer Rainstar 90 x 350m, Mechanical control (2015) Briggs Boom R64/2, O/S R/H B/E, serial no R64/2-20780515

Briggs Boom R50, O/S R/H B/E

Pulley bar, Green

Pulley bar, Blue

Sprinkler irrigation - Irrifrance 63mm solid set system, Approx 36 acres, 450 sprinklers

### **IRRIGATION PUMPS**

Perkins 6 cylinder, 2 stage pump

Silenced Pump, Perkins 6 cylinder engine, heat exchanger, Rovatti 2 stage pump

6 cylinder Perkins engine, Rovatti 3 stage pump on fuel tank

6 cylinder Zetor engine, 2 stage Rovatti pump

Perkins 6 cylinder, Capari 3 stage pump, built in fuel tank

Perkins engine 3 stage pump (spares & repairs)

Perkins engine 3 stage pump (spares & repairs)

Flyght 4.7kw submersible pump with Star Delta control

### **IRRIGATION FITTINGS**

4 m galvanised road bridge

steel road bridge

3 x 19ft steel pipe, 8" diameter

### **IRRRIGATION PARTS & SPARES**

Nelson rain guns and spares

Irrigation fittings and seals

4x water meters

Qty 5x4 inch hydrant inserts

Qty hydrant tops

Qty 5 inch irrigation elbows

Qty irrigation fittings & bungs

Qty of Wright Rain type 5" aluminium irrigation pipes

Suctions foots and spares

Qty lay flat pipes 4 & 5 inch

Sprayer suction hose and water /flow meter

selection of 150mm flexible pipe, fittings & seals

Trickle wrapping machine & empty spools

Honda pump and meter

Perkins 6 cylinder engine

### **TANKS & BOWSERS**

2 x 1325 litre tanks, sight gauges & stand

Fast tow 1140 litre bowser, tandem axle & pumps

Static bunded 22000 litre tank

Artic, tandem axle, stainless steel, insulated tanker, approx 25000 litres

Ex gas tank, galvanised, 1140 litres

Ex gas tank, galvanised, 5000 lbs water

3 pt linkage front tank

3 pt linkage front tank 600 litres

Cleanacres 1600 litre nurse tank, Honda engine (spares & repairs)

Bowser No 5, 500 gallons

Bowser No 2, 2250 litres

Bowser No 4, 500 gallons

Bowser 500 gallons

Bowser No 1, 350 gallons

Bowser No 3, 500 gallons

Tandem axle water tanker

### WHEELS & TYRES

Pair - 16.9 -R38 star (5 leg) duals - Goodyear tyres (fit 956)

Pair - 320/90/R46 - Alliance A350 tyres 8 stud centre

Pair - 13.6-R48 - Alliance A350 tyres 8 stud centre

Set - 380/85/R30 & 14.9-R46 - Alliance A350 tyres (fit puma)

Pair - 13.6-R48 - Alliance A350 tyres heavy duty, 10 stud, (fit lime spreader)

Pair - 12.4-R46 - Alliance A350 tyres - 8 stud

Set - 16.9/28 & 420/80/R46- Agri bib tyres, 8 stud (fit puma) Pair - 13.6-R48 - Alliance A350 tyres, 8 stud centres

Pair - 300/85/R32 - Continental AC85 tyres, 8 stud

Pair - 18.5/22.5 super single wheels & tyres 10 stud

Pair Goodyear tyres 16.9/R28

Pair - Mitas A85 320/90/R32, 8 stud

Pair - 12.4/R46 - Alliance A350 tyres, 8 stud (fits 956)

Pair - 9.5/R44 - Kleber super 3 tyres, 8 stud

Pair - 8 stud rims (front)

Pair - 11/22.5 centres, 6 stud

Pair - 6x12 tyres (nankang) & rims

3 x 7.5x16c rims and tyres (avon)

Pair - 385/65R/22.5 super single rims and tyres

Pair - 11.5/80/15.3 wheels & tyres, 6 stud

Pair - JD type centres, 8 stud

Hesston baler tyre - 23.1/26 & rim

Pirelli TM700 tyre 580/70/R42

Pair - implement wheels & tyres - 10/75/15.3

16/70/20 wheel & tyre, 6 stud

Goodyear 18.4/R42 tyre

Pair - 14.9/R38 wheels & tyres, 8 stud

320/90/R54 wheel & tyre, Agri bib

### **MISCELLANEOUS**

Single bed twin roll

50 kva silenced generator, Fiat 6 cylinder engine

3 x ridging bodies

Swift Lift Extendo SL-EX150R elevator, remote control, 3 phase.

(2007) JCB muck grapple

Strimech X Form grain bucket 2m3

40 ft steel shipping container

3 pt linkage bale spike

3 pt linkage pallet tines

3 pt linkage front weight set

3 pt linkage front weight set

3 pt linkage front weight set

Qty of paving slabs

6 pallets of Crittal grain panels & fittings

Rear grass topper, unknown make

Bed ridging/shaping frame

Hesston bale grab, JCB fittings

Shade netting & machines for wrapping & unwrapping netting

Acrobat type trailed straw rake

Reed & Upton straw remover

Cleanacres 13m mounted sprayer

Cousins levelling frame

Unknown muck fork, JCB fittings

Reed & Upton hopper/cleaner

| PZ haybob  | Qty Wheelbarrows  |
|--|---|
| Bolt on front linkage with weight frame            | 2x scattergun bird scarers                                    |
| 4 wheel ex rain gun trolley, offset feed           | 2x grain spears   |
| steel hopper                                       | Qty wheel centre adaptors                                     |
| Front mounted fuel tank                            | Qty lengths of wire 400 x3mm                                  |
| Metal cutting shear                                | Qty rope  |
| Algosa fan - 3 phase                               | 2x fenaflex flywheel couplings                                |
| Lister Petter 3cyl motor and water pump            | Sikaflex floor sealant and applicator                         |
| Misc depth wheels                                  | Pneumatic grease gun  |
|  | Ad blue drum pump   |
| 4 subsoiler legs - simba solo                      | Qty vaderstad drag points                                     |
| band sprayer tank( 240lts) & pump                  | 2x roll elec cable - 3 core armoured                          |
| 5 starter motors                                   | Case 956 seat frame   |
| Pair heavy duty axle stands                        | Motor & gearbox for swift lift elevator                       |
| 30 x 25kg bags Epso Top Bittersalz                 | Hesston baler wheel centres                                   |
| IBC ad blue (600 litres)<br>& dispenser hose       | Hydraulic compressor  |
| 2x Simba sub soiler legs                           | oil pump  |
| Qty rotavator parts                                | PZ haybob spares  |
| Accord quick release A frame                       | 2x 3 phase extension cables 32 amp connectors, 50 metres each |
| 2x Cousins discs                                   | Qty brush bristles  |
| GZ Grimme main web 32mm,<br>1700mm wide            | 2x cans diesel anti wax                                       |
| Hesston baler spares                               | Horstine electic clutch                                       |
| Qty elec rabbit/sheep netting                      | Qty stub axles  |
| "Band it" equipment                                | elec compressor   |
| 6 Horstine micro band hoppers                      | 5 Cousins type roman nose points                              |
| & frame, mount sand drives (fits<br>Stanhay drill) | Selection of quick release mounting brackets FLT              |
| Denis D50 seed dresser - 3 phase                   | Steel stilage   |

Qty plastic baskets

Qty of bags (sand)

Stocks small seed hopper and pipe frame

Hydraulic brush weeder

Qty Kongskilde inter row cultivator parts

2 rolls high tensile wire

2 x Vermin traps

4 x muck forks

Qty spring tines

Horsch drill spares

**Qty Reekie spares** 

Vicon acrobat spares

Electronic pallet weigher

Rhino Winch, steel cable with remote (4500lbs)

10 x 50mm x 10m Ratchet straps

Single phase water pump & filter

18 foot x 4" 3 phase auger

240 volt Marconi moisture meter & grinder

Flat trailer easy sheet

### **ENTERED ITEMS**

(2017) Claas Lexion 7700 combine, 1121 engine hrs, tracks, , 1080 (10.8m) vario header with twin axle bed trailer. Reg No FX17DBV

(2012) Vaderstad Spirit 400 drill with seed and fert hoppers c/w Vaderstad BioDrill 360 air seeder

(2021) ScanStone 5.4 Super Tiger Bed Tiller c/w 2 A Frames (no plough bodies)

(2006) Mc Cormick CX105 xtra shift, 4wd, 7000hrs (approx), Q50 Quickie loader, air con, 1 owner Reg No FX06BXO

(2005) John Deere LT180 ride on mower, 42 inch mulch deck 748hrs

Potato bulker 6 ton hydraulic drive to belt

Tong 1-ton self-tip skip

Biso Integral cx 100 electric drive side knife off New Holland CX8060 also fitted New Holland TX62.

Mconnel shakerator 3m, 7 leg, Rear packer, Straight through PTO, 3 point linkage, Accord hopper. Depth wheels.

Massey Ferguson low disturbance subsoiler, 3.5m, Simba DD packer, 2005, 3 spare legs and assembly.

Moteska trailed sprayer. 20m boom width,control box, 6 cylinder pump. 2500 litre stainless steel tank.

(2015) Mitsubishi L200 Titan pickup, truckman top 120,000 miles Reg A65DLV.

















# Conditions of Sale

#### 1 DEFINITIONS

In these conditions the following terms have the following meanings unless inconsistent with the context "Auctioneers" means Perkins George Mawer and Co.

"Commission" means the commission charged on the sale of Lots "Conditions" means the standard terms and conditions of business set out in this document

**Lots**<sup>•</sup> means all or any machinery and other items sold or intended to be sold in accordance with these Conditions

"Purchaser" means a person, firm or Company who purchase any Lot

"Vendor" means a person, firm or Company who puts forward any Lot intended to be sold at the Sale

"Sale" means a sale of the Lots by auction from time to time organized by the Auctioneers

"Saleground" means the venue at which the Sale takes place "Hammer Price" means the price at which a lot is knocked down by the Auctioneer to the Purchaser

"Sale Proceeds" means the net amount due to the Vendor being the hammer Price of the lot sold less commission and expenses and any other amounts due to the Auctioneer by the Vendor in whatever capacity and howsoever arising

"Reserve Price" means the minimum price fixed by either the Auctioneers or the Vendor at which any Lot is to be sold at the Sale

Except where the context otherwise requires words denoting the single include the plural and vice versa; words denoting one gender include all genders, words denoting persons include corporations.

#### 2 CONDITIONS OF SALE

All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions. These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneer who will announce any departures at the start of the sale

### **3 HEALTH AND SAFETY**

- (i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.
- (ii) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneer in charge.
- (iii) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

#### 4 AUCTIONEERS' STATUS

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

#### 5 EXCLUSION OF LIABILITY

- (i) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including any Lots) whether incurred before, during or after the Sale.
- (iii) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect of personal injury to or death of any person arising out of or in the course of or caused by the Sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

#### 6 WARRANTY

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in Clause 22.

### 7 ENTRY OF LOTS FOR SALE

- (i) All Lots must be delivered to the Saleground in accordance with the terms of the Schedule set out on the Auctioneers' entry form (copies of which are available from the Auctioneers' Offices at the Saleground).
- (ii) Unless otherwise agreed by the Auctioneers no entries can be accepted on the day of the Sale.

### **CONFIRMATION OF OWNERSHIP**

(i) The Vendor warrants to the Auctioneers and to the Purchaser:-

(a) That he is the true owner of the Lot or is properly authorised to sell the Lot by the true owner.

- (b) Is able to transfer a good and marketable title to the Lot free from any third party claims liens and encumbrances and that all entries on the entry form are correct.
- (c) No Lot is subject to a Hire Purchase Agreement.
- (ii) The Vendor will indemnify the Auctioneers, their servants and agents and the Purchaser against any loss or damage suffered by them in consequence of any breach of the above warranties on the part of the Vendor.
- (iii) The Auctioneers may make such announcements or publish such information supplied by a Vendor about any Lot as they in their discretion think fit.
- (iv) The Vendor will indemnify the Auctioneers if any warranty is found to have been made by the Auctioneers as a result of such announcements or publications.
- (v) Any indemnity under these Conditions shall extend to all actions, proceedings, costs including legal costs, expenses, claims and demands whatever incurred or suffered.

#### 9 TRADES DESCRIPTION ACT 1968

The Vendor is reminded that under the terms of the Trades Description Act 1968 the vendor of any Lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

#### 10 RESERVE PRICE AND BIDDING

- (i) The Vendor shall be entitled prior to the auction to place a reserve price on any Lot, being the minimum amount for which the Lot shall be sold.
- (ii) Such reserve shall be in writing and the document containing the reserve will be handed to the Auctioneers not later than one hour prior (or as advised in special conditions) to the commencement of the auction and in the event of the vendor failing so to do the Lot will be sold without reserve.
- (iii) A reserve price once placed by the Vendor shall not be changed without the consent of the Auctioneers.
- (iv) Where a reserve price has been placed only the Auctioneers may bid on behalf of the Vendor.
- (v) No Vendor may bid nor may any third party bid on the vendor's behalf.
- (vi) Any Lot bought in by the Vendor or on his behalf may be subject to full commission charges.

#### 11 RESERVATIONS

- (i) The Auctioneers sell as Agent for the vendor and as such are not responsible for any default by the Vendor or Purchaser.
- (ii) The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute, put up any Lot for auction again.

#### 12 CATALOGUES AND ADVERTISEMENTS

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

#### 13 BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneer.
- (ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
- (iii) No biddings shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance less at a bid than a sum to be named from time to time by the Auctioneer.
- (iv) All Lots must be inspected by the Purchaser who bids on the understanding that he has inspected (or is deemed to have inspected) the Lot for which he is bidding and agrees to take it with all faults and imperfections (subject to Clause 19).
- (v) The Auctioneers may accept written instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their Staff to bid for any Lots or for failure of telecommunications relating to bids made.
- (vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.

#### 14 PAYMENT

- (i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneers' discretion.
- (ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

### 15 RESERVATION OF TITLE

- (i) If the Auctioneers do not demand payment from the Purchaser but allow him to remove the Lot from the sale then the Purchaser shall ensure that the title in the Lot remains vested in the Vendor (or the Auctioneers as Agents of the Vendor) until payment in full has been made. If the Vendor has been paid, but the goods not paid for the title remains with the Auctioneers, until full payment has been made.
- (ii) Until payment in full has been made the Purchaser shall undertake to keep the Lot in a good and marketable and readily identifiable condition and not to sell the Lot which remains the property of the Vendor. In addition, if not paid for on demand, the Lot shall be returned to the Auction site for resale.
- (iii) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as Agent of the Vendor).
- (iv) In the event of breach of conditions 14 or 15 (i) to (iii), the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

### 16 RESPONSIBILITY FOR LOTS

- (i) Until sold each Lot shall be at the Vendor's risk and it shall be his duty to preserve the same.
- (ii) After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

#### 17 BUYER'S PREMIUM Buyers Premium

A buyers premium plus VAT is payable, on each lot, in addition to the purchase price.

The Auctioneers reserve the right to charge a Buyer's Premium at the following rate:

### 5% plus VAT up to £50,000

### 3% plus VAT from £50,001 and above

Those parties buying through the online bidding platform (i-bidder) will pay an additional 4% plus VAT surcharge.

### 8 VALUE ADDED TAX ON PURCHASE PRICE

- (i) VAT at the standard applicable rate will be added to the price of all Lots unless they are exempt.
- (iii) Exports and removals of goods from the United Kingdom will be dealt with under the requirements set out in HM Customs and Excise VAT Notice 703 dated November 1996 and entitled "Exports and Removals of Goods from the United Kingdom" together with any amendment or replacement of that Notice.

### 19 WARRANTY AND INSPECTION OF GOODS

- (i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to sale of the Lot as to the condition of each Lot and should exercise and reply on their own judgment as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
- (ii) If any Lots are described at the time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work.
- (iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of Sale" or "as new" or any other description calculated to mislead Purchasers will be deemed to have been sold with a warranty that such Lot is in "working order" and therefore has no defect which renders it

incapable of the reasonable work for which it is intended and it must be capable of performing such work.

(iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers and vendor shall have no responsibility for the safe use of the item.

### 20 COMPLIANCE WITH ROAD TRAFFIC ACTS

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

21 HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND RECULATIONS APPLICABLE TO HEALTH AND SAFETY The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

### 22 NOTIFICATION OF DEFECTIVE LOTS

- (i) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of the Lot purchased shall notify the Auctioneers as soon as practicable and no later than 12.00 noon on the third working day following the Sale at which the Lot was purchased and shall return such Lot to the Saleground not later than seven days following such Sale together with a competent engineer's report (if so required by the Auctioneer) setting out full details of the defect alleged.
- (ii) The Auctioneers will notify the Vendor of the alleged misdescription or breach as soon as reasonably practicable. If the Lot is returned in accordance with clause 22 (i) above the Vendor shall furnish a competent engineer's report to the Auctioneers within 4 working days of notification of return from the Auctioneers. If such report confirms the defects alleged in the Purchaser's engineers report the sale shall be rescinded, the Lot shall be returned to the Vendor and the Vendor shall account to the Purchaser for the full purchase price. If such report does not confirm the defect alleged in the Purchaser's engineer's report, or in the event of the Vendor failing or refusing to supply an engineer's report with 4 working days of notification of return of the Lot the Auctioneers may refer the matter to such person as they think fit to act as arbitrator in accordance with clause 22 (iv) below.
- (iii) Notwithstanding the rescission of the sale, the Vendor shall be liable to pay the Auctioneers a sum representing the Commission that would have been payable to the Auctioneers if the sale had not been rescinded.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ whose decision shall be final and binding on the Vendor and the Purchaser.
- (v) In the event that any sale is rescinded in accordance with clause 22 (i) and (ii) above and the Purchaser has incurred transport costs the Vendor shall reimburse the Purchaser for such reasonable transport costs and in addition shall reimburse the Purchaser for the reasonable costs of the Purchaser's engineer's report.
- (vi) For the avoidance of doubt the costs referred to in clause 22 (v) above shall be recoverable from the Vendor and not from the Auctioneer.

#### 23 AUCTIONEERS' RIGHT TO ANNUL SALES

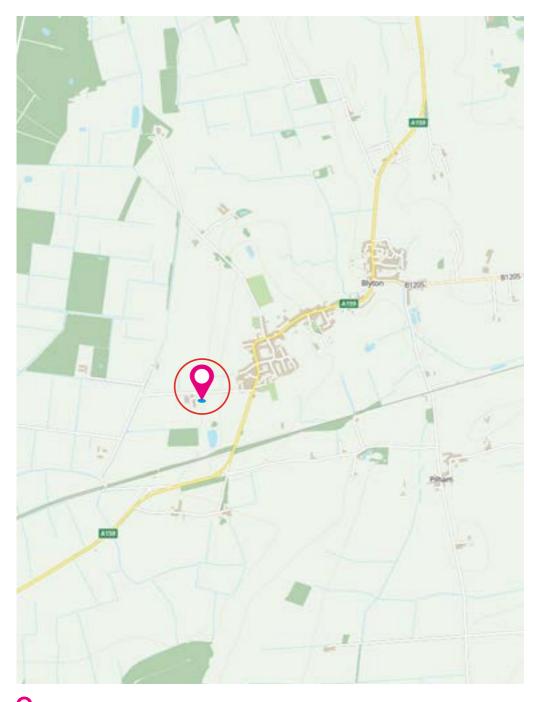
In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.

### 24 APPLICABLE LAW

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

### 25 MONEY LAUNDERING REGULATIONS

Under new legislation from 1st March 2004 we are unable to accept payment in cash of 15,000 Euros (Pound Sterling equivalent) or more in any currency for a single transaction.



POPLAR TREE FARM | CARR LANE | BLYTON | GAINSBOROUGH | LINCOLNSHIRE | DN21 3LJ

## FORTHCOMING AUCTIONS

## **The Lincolnshire Collective Sale**

Market Rasen Racecourse Saturday 27th April 2024 at 9.30am Entries Invited

## Further images available at: www.perkinsgeorgemawer.co.uk

Perkins George Mawer & Co. Corn Exchange Chambers, Queen Street, Market Rasen, Lincolnshire LN8 3EH Tel: 01673 843011 Email: info@perkinsgeorgemawer.co.uk www.perkinsgeorgemawer.co.uk

