



**MAXEY
GROUNDS**

SALE BY AUCTION

WEDNESDAY 6th JULY 2022 at 11:00 hrs

AT

**BRIDGE FARM
EUXIMOOR DROVE
CHRISTCHURCH
WISBECH
CAMBRIDGESHIRE
PE14 9LP**

What3words ///immune.somebody.braced



Viewing: TUESDAY 5th JULY 2022

12:00-16:00 hrs

and from 09:00 hrs on morning of the Sale only

Refreshments available on Sale Day

March Professional Office

22-24 Market Place, March,
Cambridgeshire PE15 9JH
01354 602030

Wisbech Professional Office

1-3 South Brink, Wisbech,
Cambridgeshire PE13 1JA
01945 428830

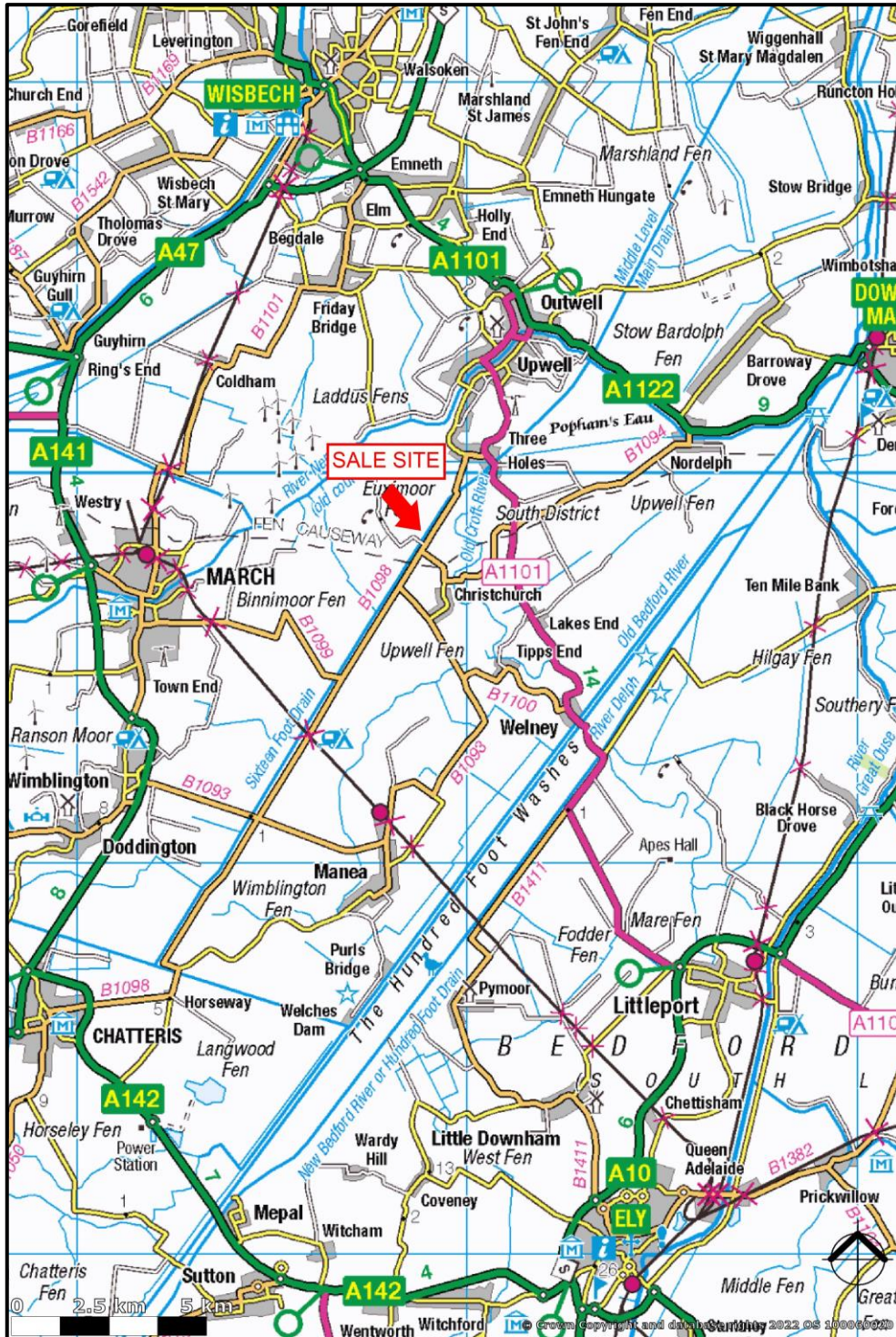
Chartered Surveyors, Auctioneers,
Valuers, Land and Estate Agents
Since 1792

auctions@maxeygrounds.co.uk

MAXEY GROUNDS
are favoured with instructions from
Russell & Son (Farmers) Ltd
Due to a change in farming policy



LOCATION AND DIRECTIONS



Leave March via the B1099 Upwell Road. Cross over the Sixteen Foot Drain and at the T-junction turn left onto the B1098 Sixteen Foot Bank. Follow this road for approximately 2½ miles, turning left back over the drain onto Euximoor Drive. Bridge Farm is immediately on your right-hand side. Car Park on the apron in front of the sheds, or in the paddock on the opposite side of Euximoor Drive.

What3words: ///immune.somebody.braced

HEALTH & SAFETY – PUBLIC NOTICE

We welcome you to the site and want your visit to be a safe one. Please observe the following whilst on site:

- Please keep your driving speed to a minimum, and in all cases below 5mph, if driving onto the sale ground.
- Parking is only permitted in the designated area(s).
- No vehicles will be permitted onto the sale ground during the sale.
- Do not smoke on site due to the potential fire risk.
- Children must be under adult supervision at all times.
- On site, there are items and areas which are trip hazards or may be slippery. Please take care when moving around the site.
- Please keep clear of vehicles, particularly those that are moving around or working. The operator may not have full vision.
- Please be aware that there may be moving overhead loads and you may be requested to wear a safety hat.
- Please do not enter any area which is fenced or taped off for safety purposes or when requested not to do so by the Auctioneers or their employees.
- Please be aware of any overhead powerlines which may be on site while loading or moving items.

COVID-19 GUIDELINES

If you are displaying any COVID-19 symptoms or have been in contact with anyone who has displayed any symptoms in the past fourteen days prior to visiting the sale site, you must not enter the viewing or sale day on site.

Maxey Grounds continues to monitor the government guidance and regulations in place and will act accordingly in adherence to these. Should you have any queries about the protocols or the above advice, please contact the Auctioneers.

SPECIAL NOTES

All prospective Buyers are required to register before bidding for any lots. The Pay Office will be open from 09:00 on Sale Day.

Upon the fall of the hammer, the Buyer will show their REGISTRATION NUMBER to the Auctioneer. REGISTRATION NUMBERS can only be obtained from the Pay Office prior to bidding for any Lots, unless bidding online.

The Auctioneers will not recognise the transfer of any Lot or Lots by the Buyer, nor alter the sale book in such a respect.

REMOVAL OF LOTS

No Lots may be removed from the sale ground unless accompanied by a receipted invoice. All purchases not removed by Wednesday 13th July 2022 will be disposed of.

Persons attending the sale do so entirely at their own risk.

ONLINE BIDDING

Live streaming with online bidding will be available at this sale via our dedicated web page at <https://maxeygrounds.auctionmarts.com>

Please note that a 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through auctionmarts.com

We strongly recommend that registration for online bidding is made before the day of the sale. We will be unable to answer queries or process registrations for online bidding after 17:00 hrs on the day before the sale.

Maxey Grounds accepts no liability whatsoever for any loss of connectivity or the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

METHODS OF PAYMENT

All lots must be paid for on the day of the Sale and payments will only be accepted by the following methods:

Cash up to a maximum amount of £7,500.

Bankers Draft

Bank Transfer

Cheques up to the limit of a current cheque guarantee card.

Cheques above the amount of any guarantee card must use one of the following arrangements:

1. Ask your Bank Manager to inform us by telephone and/or in writing, at least 48 hours prior to the Sale, that it will be in order to accept your cheque up to a maximum specified amount at the Sale and on the date of the Sale.
2. Provide a letter from your bank, stating that it will be in order to accept your cheque up to a specific amount, at the place and date of the Sale. Email copies or photocopies will not be accepted.

3. Arrange with your bank to issue to you a guaranteed cheque made payable to Maxey Grounds & Co LLP prior to the Sale, which you can then use for payment.

If there are any cheques presented that do not follow the above methods, there will be a charge of £25 plus VAT levied upon you to cover the cost of the special clearing of the cheque through our bank.

Any items paid for by bank transfer or cheque cannot be removed from the Sale until the funds clear. The Lot or Lots remain at the Buyer's risk during this time.

Where network coverage permits, we shall endeavour to provide the facility to pay by Debit Card. If you wish to rely upon this service, please check with the Auctioneers that it is available prior to bidding.

For those bidding online, payment can be made using the online facility.

We do not accept payment by Credit Card.

CONDITIONS

The sale will be conducted under our standard Conditions of Sale reproduced at the back of this catalogue. All prospective Buyers should ensure that they have read and understood those Conditions. The act of bidding will be taken as acceptance of them.

COMMISSIONS

The Auctioneers will be pleased to accept written commission bids in advance of the sale. Forms to register such commission bids are available upon request.

ENGINE HOURS

Neither the Seller nor the Auctioneers make any warranty regarding engine hours or vehicle mileages.

INSPECTION OF EQUIPMENT

No powered machinery or equipment may be started without the prior approval of a representative of Maxey Grounds.

CATALOGUE ENTRIES

Whilst every effort is made to ensure the accuracy of the descriptions, no guarantees are either given or implied. Buyers should be aware that, from time to time, Lots are withdrawn and other Lots added. Please contact the Auctioneers prior to the sale to ensure that any specific Lot has been delivered to the sale ground, particularly if travelling a long distance.

EXPORT OF GOODS

Specific provisions apply to goods that are to be exported or removed from the United Kingdom. Any potential Buyer who is likely to make use of these provisions is required to advise the Auctioneers prior to bidding. In the absence of such express notification VAT at the standard rate will be added to all purchases.



All Lots are subject to VAT in addition to Hammer Price unless otherwise specified

- 1 Quantity of blue polythene bags
- 2 Quantity of electrical boxes
- 3 Quantity of electrical wire
- 4 Quantity of electrical leads
- 5 Mixed electrical items
- 6 Two electric fans
- 7 Weighing scales etc
- 8 Quantity of electrical boxes
- 9 Large electrical cabinet
- 10 Electrical cabinet
- 11 Quantity of fluorescent tubes
- 12 Stainless steel table
- 13 Stainless steel table
- 14 **Nicholson** brush cleaner table
- 15 Stainless steel shallot top and tailer
- 16 Galvanised metal fan – for spares
- 17 Pallet truck
- 18 Pallet truck
- 19 Rubber belts etc
- 20 Galvanised metal fan ducts
- 21 Quantity of reels of electrical wiring
- 22 Three galvanised metal wellington boot racks
- 23 Trolley with stainless steel top
- 24 **Avery** weighing scales
- 25 **Ohaus** 3000 Series Xtreme W electronic weighing scales
- 26 Deep fat fryer etc
- 27 **Marconi** TF933A moisture meter
- 28 Electrically powered bag stitcher
- 29 Reel of draw rope
- 30 Three 56lb weights
- 31 Gas bottle trolley

- 32 Metal chest
- 33 Two sack balance weigh scales
- 34 Single phase electric feed mill
- 35 4-wheeled barrow
- 36 Quantity of banding and fasteners
- 37 Quantity of electrical items
- 38 Quantity of filters
- 39 Foot for fencing panel
- 40 Quantity of power take-off shafts
- 41 Quantity of workshop items
- 42 Quantity of workshop items
- 43 Hand seed drill
- 44 Sealey space heater – for spares
- 45 Sealey space heater – for spares
- 46 Electrically operated fan
- 47 Spare lot
- 48 Spare lot
- 49 Spare lot
- 50 Spare lot
- 51 Adjustable medical couch
- 52 Thirteen rolls of baler twine and roll of polythene
- 53 Plastic spray tank on galvanised metal frame
- 54 **Team Sprayers** spray tank
- 55 Quantity of 25kg capacity paper sacks
- 56 Quantity of 25kg capacity paper sacks
- 57 Pallet of 15kg capacity cardboard boxes
- 58 Pallet of cardboard tray boxes
- 59 Pallet of nets
- 60 Pallet of nets
- 61 Pallet of 10kg capacity nets
- 62 Pallet of small cardboard trays
- 63 Three boxes of potato quilts

- 64 **Greefa** 4 lane 10 outlet weight grader
- 65 Quantity of electrical items – for spares
- 66 Quantity of potato seed chitting lights
- 67 Metal fuel tank
- 68 **Teagle** 4 1.3m wide pasture topper (2013)
- 69 Ford 1220 garden tractor. 1962 Hrs. Unregistered (1993)
- 70 2.2m long elevator
- 71 Vent
- 72 Cement mixer. 3-point linkage mounted, hydraulic drive
- 73 **Team Sprayers** dust applicator
- 74 Two electric fans
- 75 **Toyota** 3.0t lift capacity diesel powered industrial forklift truck, 39882 miles (2012)
- 76 Box tipper
- 77 Box tipper with variable speed conveyor
- 78 **Tong** box filler
- 79 **Tong** bag filler – for spares
- 80 **Tong** bag filler – for spares
- 81 **Lock** stainless steel packhouse in line metal detector
- 82 Potato wedger and stainless steel vegetable slicer
- 83 Metal double shelf unit
- 84 Metal shelf unit
- 85 Stainless steel table
- 86 Stainless steel raised table
- 87 Stainless steel topped table
- 88 Metal personnel platform
- 89 Stainless steel and alloy chequer plate gantry
- 90 Stainless steel and alloy chequer plate gantry
- 91 Rotating lazy susan
- 92 **Nicholson** roller table
- 93 Corner office desk
- 94 Corner office desk

- 95 **Herbert** personnel platform
- 96 Electronic weigher
- 97 **Newtec** stainless steel check weigher – for spares
- 98 Stainless steel extractor hood
- 99 **Downs** box tipper
- 100 1.6m long conveyor belt – for spares
- 101 **Wadkin** industrial wood planer (1961)
- 102 **Grimston** floor mounted twin grinding wheels – for spares
- 103 Pillar drill – for spares
- 104 Refrigeration units
- 105 **Tickhill** 2.4m long stainless steel elevator
- 106 **Tong** 1.5m long conveyor
- 107 Bag elevator
- 108 Bag elevator
- 109 **Walthambury** bag elevator and roller table
- 110 **Walthambury** bag conveyor – for spares
- 111 **Orion** USC automatic bag stitcher and conveyor (2004)
- 112 **Walthambury** M425 bag filler (2011)
- 113 **Tong** Easyfill box filler (2017)
- 114 3.5m long stainless steel conveyor
- 115 2.5m long stainless steel bag filler
- 116 3.5m long narrow conveyor
- 117 2.7m long wide conveyor
- 118 3.2m long stainless steel conveyor
- 119 Stainless steel elevator – for spares
- 120 Stainless steel bagger
- 121 2.3m long conveyor – for spares
- 122 Elevator
- 123 Onion top tailer – for spares
- 124 Stainless steel dip tank – for spares
- 125 Metal stand
- 126 **Peter Cox** stainless steel potato peeler – for spares

- 127 Box tipper for Dolav boxes
- 128 Air knife – for spares
- 129 **Tong** hopper with 3.0m long chain conveyor – for spares
- 130 3.0m long elevator
- 131 **Herbert** 2.4m long elevator
- 132 2.2m long elevator
- 133 **GW** peat applicator
- 134 **Herbert** 1.6m long conveyor
- 135 Quantity of bags of rock salt
- 136 Band saw
- 137 **Kongsilde** blower
- 138 Two 4ft wide size screens – 35mm and 40mm
- 139 Two 4ft wide size screens – 55mm
- 140 Two 3ft wide size screens – 55mm
- 141 **Starrett** UB254 band saw
- 142 Two shelving units
- 143 Two galvanised metal shelving units on wheels
- 144 Metal bench with vice
- 145 Workshop bench
- 146 Metal cabinet
- 147 Metal louvre
- 148 **RD Power** RD60 charger and forklift truck load stop
- 149 **Tennant** 43E industrial sweeper – for spares
- 150 **BT Rolatruc** motorised pallet truck – for spares
- 151 Wooden workshop bench with grinding wheel
- 152 Waste cardboard compactor
- 153 Quantity of tines for a cultivator
- 154 **Garretts** horse drawn drag
- 155 **JCB** Quick-fit system head stock
- 156 4.05m wide inserts for roller shutter door
- 157 Five lorry sheets
- 158 Quantity of wooden railway sleepers

- 159 Scaffold tower
- 160 Two pallets of plastic trays
- 161 Two pallets of plastic trays
- 162 Two pallets of plastic trays
- 163 Three pallets of assorted plastic trays
- 164 Three pallets of assorted plastic trays
- 165 Three pallets of assorted plastic trays
- 166 Four pallets of wooden chitting trays
- 167 Four pallets of wooden chitting trays
- 168 Four pallets of wooden chitting trays
- 169 **Matrot** MB tractor mounted weed wiper
- 170 1.6m wide harvester web – 40mm
- 171 Two plastic drums and one large plastic container
- 172 Nineteen Dolav boxes
- 173 Sixteen collapsible Dolav boxes
- 174 **Simplex** grain dryer fan – for spares
- 175 Metal personnel platform
- 176 **Buckingham Bawden** LoLode VT405 car trailer with ramps **No VAT**
- 177 Hopper with conveyor
- 178 **Downs** box tipper
- 179 **Tong** washer (2005)
- 180 **Bijlsma** Hercules 810-65-3 extending elevator
- 181 **Bijlsma** Hercules 2-807 extending conveyor
- 182 Curtain side lorry trailer 7.5m long with bogey
- 183 **Gull** 10t hydraulic tipping trailer (1994)
- 184 **Gull** 10t hydraulic tipping trailer (1985)
- 185 **Gull** 8t hydraulic scissor high tip trailer (1980)
- 186 4-wheeled metal flatbed trailer
- 187 Flatbed trailer
- 188 “Pettit” type flat trailer
- 189 **Gull** 16t hydraulic tip trailer with hydraulic tailgate
- 190 Flatbed lorry trailer 11.0m long with bogey

- 191 Flatbed lorry trailer 12.0m long with bogey
- 192 4-wheeled trailer 8.5m long
- 193 Twelve IBCs
- 194 Quantity of conveyors etc - for spares or scrap
- 195 4-wheeled trailer 7.5m long (1985)
- 196 Six galvanised metal collapsible stables
- 197 Three metal stanchions
- 198 Two metal stanchions
- 199 Quantity of profiled galvanised metal sheets
- 200 Two metal roof beams
- 201 Steel frame for shed 30' x 20' approximately
- 202 Metal stanchion
- 203 Steel frame for one bay of shed
- 204 Steel frame for shed 30' x 20' approximately
- 205 Quantity of profiled metal sheets
- 206 Hopper with conveyor
- 207 **Fyson** Vector elevator with side slew and adjustable discharge head
- 208 **Downs** elevator
- 209 **Russell** 90 elevator with hopper and adjustable discharge head
- 210 **Herbert** elevator
- 211 **Herbert** elevator
- 212 **Herbert** 14m swan neck elevator
- 213 **Herbert** swan neck elevator
- 214 1.2m wide 3.8m long conveyor
- 215 6.5m long stainless steel conveyor
- 216 **Peal** enclosed conveyor
- 217 **Downs** Spacemaker conveyor
- 218 **Downs** Spacemaker conveyor
- 219 **Herbert** conveyor – for spares
- 220 **Ni-Agri** 0.7m wide roller table
- 221 **Herbert** 2.8m long conveyor
- 222 3.0m long conveyor

- 223 **Herbert** extending conveyor
- 224 **Herbert** 12m conveyor
- 225 **Herbert** box filler
- 226 **Herbert** C1800 CCDB grader with star cleaner rollers and spirals
- 227 **Herbert** 1.2m wide roller inspection table
- 228 **Herbert** C1200 SIGT grader with Spiraclean, sizing screen and inspection table
- 229 **Grimme** KSA front mounted potato topper (1995)
- 230 **Grimme** GZ1700 DLS harvester with “Dahlman” rollers
- 231 **Pearson** Enterprise Hydro Plus 2000 harvester with Starflow and “Dahlman” rollers (1999)
- 232 **Nicholson** Hopper with cleaning rollers
- 233 **AVR** GE-Force 4X90 rotary cultivator with **Horstine Farmery** Microband applicators (2009)
- 234 **Baselier** FKV380 rotary cultivator (2000)
- 235 **Cousins** inter row cultivator with spring tines and ridging skeeths (1995)
- 236 **Newlong** roll stock netter/bagger
- 237 Tined cultivator
- 238 Set of row crop wheels 2 x 12.4 R32 and 2 x 12.4 R46
- 239 **Attachments Ltd** JCB bucket sweeper (1998)
- 240 Box twizzler attachment for forklift
- 241 3m wide cultivator
- 242 **Stanhay Webb** Rallye 592 5.5m wide 12 row precision drill with onion modules
- 243 **Stanhay Webb** Rallye 592 5.5m wide 12 row precision drill with sugar beet modules
- 244 **Sulky** Tramline CX 4m wide combination drill with **Maschio** power harrow (2006)
- 245 **Cousins** FM28FP45 front mounted press
- 246 **Sulky** VR400 4m wide cultivator with spring tines and packer roller
- 247 Forklift mount bale grab
- 248 **Browns** mini-Heston bale accumulator

- 249 Metal feeding trough
- 250 Galvanised metal hay rack
- 251 Pair of 2.5m wide galvanised metal gates
- 252 3.6m wide metal gate
- 253 **Howden Wade** SR069-7132 compressor
- 254 Compressor
- 255 **Spearhead** Excel 650 flail mower (2002)
- 256 Stainless steel hopper
- 257 Metal gantry
- 258 Stainless steel and chequer plate gantry
- 259 Stainless steel and chequer plate gantry
- 260 Metal gantry
- 261 Inter-row cultivator
- 262 Galvanised metal livestock ark
- 263 Metal racking
- 264 Metal barriers
- 265 Post hole borer – 3-point linkage PTO driven
- 266 Metal barrier
- 267 Metal post driver – 3-point linkage mounted
- 268 Spring tine cultivator
- 269 **Fransgard** RV300 hay turner (2000)
- 270 **Tong** hopper (2005)
- 271 **Tong** self-tip skip
- 272 **Tong** self-tip skip
- 273 **Tong** self-tip skip
- 274 3-point linkage mounted carrier
- 275 Two galvanised drinking troughs
- 276 Metal lift arm
- 277 Plastic pallet boards
- 278 **Ford** tractor weights
- 279 **International** tractor weights
- 280 Set of row crop wheels 2 x 12.4 R32 and 2 x 12.4 R46

- 281 Spare lot
- 282 Spare lot
- 283 Spare lot
- 284 **Hardi** LX800 12m mounted sprayer – fire damaged for spares or scrap
- 285 Portacabin
- 286 **AS Marston** 14t hydraulic tipping trailer with roll over sheet (2002)
- 287 **AS Marston** 14t hydraulic tipping trailer with roll over sheet (2002)
- 288 **Ifor Williams** 14' long 3.5t capacity twin axle car trailer
- 289 **Ifor Williams** horse box **No VAT**
- 290 **JCB** 8026 CTS mini digger
- 291 **JCB** 812 360° digger. 9485 Hrs **No VAT**
- 292 **Ford** 7840 Powerstar SL 4WD tractor. 6615 Hrs. Registration L461PNO (1994)
- 293 **New Holland** 8360 4WD tractor. 8840 Hrs. Front linkage and PTO. Registration S534REG (1998)
- 294 **Claas** Arion 630 CIS 4WD tractor. 5665 Hrs. 50kph Hexashift transmission, front linkage and PTO, cab and axle suspension. Registration AE14AYT (2014)
- 295 **Claas** Axion 820 CEBIS 4WD tractor. 4881 Hrs. 50kph Cematic Vario transmission, front linkage, cab and axle suspension, GPS Pilot base station and GPS system. Registration AU61CLN (2011)
- 296 **Massey Ferguson** Cerea combine harvester with 6.8m wide, walking floor header. 3322 Engine Hrs, 2559 Drum Hrs. Registration FN04AOA (2004)
- 297 **Nissan** Navara Tekna 2.5dCi 190 4WD Double Cab pickup truck. Manual transmission, 134,000 miles. Registration AJ14YON (2014)

The following Lots, listed above, have been included by kind permission

120, 124, 177, 178, 179, 180, 181, 192, 236, 280, 290, 292





CONDITIONS OF SALE

1. DEFINITIONS

- (i) In these Conditions the following terms have the following meanings unless inconsistent with the context:

“Auctioneers” means Maxey Grounds & Co LLP Registration Number OC367348 whose registered office is 22-24 Market Place, March, Cambridgeshire PE15 9JH;

“Buyers Premium” means the premium charged to the Buyer on purchase of 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;

“Buyer” means a person, firm or company who purchases any Lot;

“Seller” 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 organised 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 Buyer; and

“Reserve Price” means the minimum price fixed by either the Auctioneers or Seller 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 attending the Sale in any capacity are deemed to attend 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. Please check with the Auctioneers who will announce any departures at the start of the sale.
- (iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Buyer is acting wholly or mainly within the Buyer’s trade, business, craft or profession. The Buyer should immediately notify the Auctioneers if this is not correct.

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 contents.
- (ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment.
- (iii) Caution should be exercised at all times and children must be fully supervised at all times.
- (iv) 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 Auctioneers in charge.
- (v) Any accidents or incidents that occur on the Saleground must be immediately reported to the Auctioneers and details recorded in the accident book.
- (vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.
- (vii) No vehicles are permitted on the Saleground during the sale.
- (viii) Any vehicles brought onto the Saleground to collect Lots should be operated with extreme caution and within a 5mph speed limit.
- (ix) The Auctioneers shall have the right at their discretion to refuse admission to the 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 Seller except where they are stated to own, wholly or partly, any Lot as principal.
- (ii) The parties to the contract of sale are the Seller and the Buyer. The Auctioneers are not responsible for any default by Seller or Buyer
- (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 of resale of the lots by the Buyer; 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 Auctioneer shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for any 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 Buyer acknowledges that the Seller has given the Buyer a reasonable opportunity to inspect the Lots, and the Buyer has satisfied itself as to the quality and condition of the Lots.

6. DISPUTE DECISIONS

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be binding on all parties save as provided for in Clause 17(iv).

7. RESERVATIONS

- (i) The Auctioneers sell as agent for the Seller and as such are not responsible for any default by the Seller or Buyer.
- (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.

8. 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.

9. RESERVE PRICE AND BIDDING

- (i) The Buyer shall be the person who makes the highest bid acceptable to the Auctioneers.
- (ii) In the event of a dispute between two or more bidders as to which is the Buyer, the dispute shall be settled at the absolute discretion of the Auctioneers.

- (iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance a bid less than a sum to be named from time to time by the Auctioneer.
- (iv) All lots must be inspected by the Buyer. 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.
- (v) The Auctioneers may accept written or verbal instructions to bid on behalf of prospective Buyers but any instructions accepted shall be at the risk of the prospective Buyers, 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.
- (vii) The Auctioneers and/or the Seller reserve the right to fix a Reserve Price for any Lot. 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.

10. PAYMENT

- (i) All Buyers must declare their names and addresses (and produce proof of identity if required by the Auctioneers) and, if required, pay to the Auctioneers the amount of the purchase money and, if appropriate, VAT and any Buyer's Premium charged (together with VAT thereon) in cash or other acceptable form of payment 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 the 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.
- (iii) In compliance with the Money Laundering Regulations 2017, the Auctioneers will not accept payment in cash of values in excess of 10,000 Euros.

11. RESPONSIBILITY FOR LOTS

At the fall of the hammer all risk and duty in the Lots shall pass to the Buyer.

12. RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Saleground for resale.
- (ii) Title to Lots shall not pass to the Buyer 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 Buyer, the Buyer shall:
 - a) Store those Lots separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller'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 Seller's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Seller.
- (iv) Subject to Clause 12(v), the Buyer 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 Buyer resells the Lots before that time it does so as principal and not as agent).
- (v) If, before title to Lots passes to the Buyer, the Buyer 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 Seller may have:
 - a) The Buyer's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
 - b) The Seller may at any time require the Buyer to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.

- (vi) In the event of sale by a Buyer before payment has been made in full, the Buyer shall hold the proceeds of such sale on trust for the Auctioneers (as agent of the Seller).
- (vii) In the event of breach of Clause 10 or Clause 12 the Auctioneers reserve the right to enter onto the property of the Buyer, or others, to reclaim possession of any Lot.

13. BUYER'S PREMIUM

- (i) A Buyer's Premium will be levied upon all Lots in addition to the Hammer Price (plus such VAT as is due on the Lots) at the rate of 5% of the Hammer Price. This Buyer's Premium will be subject to VAT at the standard rate in addition.
- (ii) For all Lots purchased online an additional surcharge at the rate of 2% of the Hammer Price will also be levied. This surcharge will also be subject to VAT at the standard rate in addition.

14. 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.

15. 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. Buyers should satisfy themselves prior to the sale as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants 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.
- (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 seven days commencing at 12 Noon on the sale day subject always to Clause 15(v) to Clause 15(vii) inclusive set out below.
- (iii) Any Lot described by the Seller 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 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 Buyer 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 Buyer 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 Buyer 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 Buyer will provide, if requested by the Auctioneer acting as agent on behalf of the Seller, a written undertaking pursuant to Section 6(8) of the Health & Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Buyer at the fall of the hammer.

16. COMPLIANCE WITH ROAD SAFETY ACTS

The Buyer 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.

17. ACCEPTANCE AND DEFECTIVE LOTS

- (i) If the Buyer fails to give notice of rejection in accordance with this Clause, it shall be deemed to have accepted the Lots.
- (ii) Any Buyer disputing the accuracy of any description or alleging any 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 Noon on the third working day following the sale date; 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 Saleground (or such location as notified to the Buyer by the Auctioneers) within seven days of the Buyer's notice; and
 - d) Within seven days of the Auctioneers' request, provide a competent engineer's report setting out full details of the alleged defect.
- (iii) The Buyer's rights under Clause 18 shall not apply if:
 - a) The Buyer makes any further use of those Lots after giving notice or discovering the defect;
 - b) The defect arises because the Buyer 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 practice regarding the same;
 - c) The Buyer 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 whose decision shall be final and binding on the Seller and the Buyer.

18. 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 resale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the resale 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.

19. 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 Buyer, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.
- (ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially the Auctioneers' staff, will not be tolerated.

20. REMOVAL OF LOTS FROM SALEGROUND

- (i) All Lots whether sold or unsold may not be removed from the Saleground 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) All Lots purchased must be cleared from the Saleground within seven days of the date of the Sale in which they were purchased.
- (iii) 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 Saleground for longer than the times specified in Clause 20(ii) above, unless they have received and

accepted in their sole opinion a satisfactory explanation in writing from the Buyer or Seller as to why the Lot remains in the Saleground.

21. THIRD PARTY RIGHTS

A person who is not a party to a contractual relationship under these Conditions 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 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

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.



Have You Thought About Selling Your Property by Public Auction?

Our Auction Success

- We have over 200 years of auctioneering experience
- Over the last 2 years, we have successfully sold 83% of public auction lots
- On average, we have achieved 53% over Guide Price

Why Sell by Public Auction?

There are many advantages to selling your property by public auction:

- Properties are sold “unconditionally” at the fall of the hammer, contracts are exchanged creating a legally binding agreement
- Sale is within a set timescale, on your terms, with your interests protected by a Reserve Price
- Relatively quick sale process, compared with sales by private treaty which can often be slowed down by conveyancing complications
- All interested parties are brought together within a competitive environment with funding already in place
- All legal paperwork, including title documents, Special Conditions of Sale and searches, is prepared prior to the auction
- Three opportunities to sell your property: prior to the auction, at the auction, post-auction

Public Auction Suits a Variety of Property Types:

- Properties requiring complete or substantial refurbishment
- Unusual properties
- Development Land and Plots
- Amenity Land
- Farmland
- Investment Property

Timescales

Instruct Maxey Grounds to sell your property by public auction

8 weeks prior to auction: instruct your solicitor to prepare a legal pack

6 – 8 weeks prior to auction: Maxey Grounds prepare sales particulars

6 weeks prior to auction: your property is fully marketed

2 weeks prior to auction: legal pack is ready and available to distribute to prospective purchasers

Week of auction: agree a Reserve Price

At the auction: if your property sells, contracts unconditionally exchange

Within 28 days of auction: sale completes

For More Information, Talk to Us Today



MAXEY
GROUNDS

auctions@maxeygrounds.co.uk

01354 602030

01945 428830

With our extensive experience in all aspects of Agricultural property we are well placed to advise Landowners and Farmers on a wide range of matters, be it involving a single field or an entire estate. Our services include:

Sales & Lettings
Rent Reviews
Estate Management
Auction Sales
Compensation & Compulsory Purchase Claims
Basic Payment Scheme
Grant Schemes & Diversification
Telecomms
Stocktaking Valuations

March Professional Office 01354 602030
March Residential Sales 01354 607100
March Residential Lettings 01354 607105
Wisbech Professional Office 01945 428830
Wisbech Residential Sales 01945 428820
Wisbech Residential Lettings 01945 428825

www.maxeygrounds.co.uk

March Professional Office
22-24 Market Place, March,
Cambridgeshire PE15 9JH
01354 602030

Wisbech Professional Office
1-3 South Brink, Wisbech,
Cambridgeshire PE13 1JA
01945 428830

Chartered Surveyors, Auctioneers,
Valuers, Land and Estate Agents
Since 1792

auctions@maxeygrounds.co.uk