

THE ANNUAL RYLANDS CHARITY AUCTION

Saturday 9th August commencing at 9.30am

Rylands Farm, Sherborne, Dorset DT9 5PS

Including Tractors, Vehicles, Grassland Machinery,
Workshop Items, Bygones & Miscellaneous



NO ONLINE BIDDING AVAILABLE

NOTES

1. DIRECTIONS

From Yeovil, take the A30 towards Sherborne. Continue on this road for 4.9 miles before turning right at the traffic lights onto the A352. Continue on this road for approximately 5 miles before turning left onto Boys Hill Drove. Continue for 0.2 miles and the entrance to the sale will be found on the left hand-side identified by Symonds & Sampson 'To The Sale' boards.

2. SATNAV USERS

What3Words location:
///only.warm.geek

3. REFRESHMENTS

Holdens Catering will be in attendance on the sale day.

4. VIEWING

Day of sale only.

5. CLEARANCE

All lots remain at the risk of the purchaser from the fall of the hammer and should be removed on the day of sale unless otherwise stated. Loading facilities will only be available on the day of sale until 5.30pm.

6. VAT

The majority of lots are not subject to VAT. The Auctioneers will announce those lots subject to VAT prior to being sold. Those lots marked * are NOT subject to VAT at the time of printing the catalogue.

7. BUYER'S PREMIUM

A buyer's premium of 10% on the first £1,000, 5% thereafter and capped at £300

plus VAT will be added to the hammer price on all lots.

8. ONLINE BIDDING

There will be NO Internet Bidding. For those wishing to leave bids the auctioneers are happy to execute commission bids and telephone bids where there is capacity to do so.

9. PAYMENT TERMS

All payments must be made in full on the day of sale. We do not accept Credit Cards

10. FINANCE ARRANGEMENT

Prospective purchasers wishing to arrange finance must inform the auctioneers prior to attending the auction with no less than 24hrs notice being given.

11. REGISTRATION

Please ensure that you have your registration number with you prior to bidding. Unregistered buyers must register on the day of sale, photo ID and a utility bill dated within the last 3 months will be required. If in doubt, please check with the office – 01935 382909.

12. HEALTH & SAFETY

Symonds & Sampson LLP have taken all reasonable precautions to ensure the health and safety of everyone present. For these measures to be effective everyone must take all reasonable precautions to avoid and prevent accidents occurring. We cannot be held liable for any injury or damage to persons or property.

NB - Lots will NOT be sold in the order that they are printed in the catalogue.

Symonds & Sampson LLP
2 Court Ash, Yeovil, Somerset, BA20 1HG
Tel: 01935 382909
Website: www.symondsandsampson.co.uk

CONDITIONS OF SALE

1. The biddings to be regulated by the Auctioneers, if any dispute should arise, the lot in dispute may be put up again and resold or the Auctioneers may determine the dispute at their discretion and their decision shall be final. The Auctioneers reserve the right to refuse the bid of any person without being called upon to give a reason for such action.
2. The Auctioneers reserve the right to bid on behalf of the vendor on any lot on which there may be a reserve. The Auctioneers reserve the right to withdraw, consolidate or divide any lot or lots or to submit them in any order they deem fit.
3. The Purchaser to give his name and dwelling place and pay for all lots at the close of the sale. No lot or lots shall be removed from the sale premises until paid for, and a pass-out slip obtained from the Auctioneers clerk.
4. Should the delivery of a lot or lots be obtained by the tender of a cheque which shall be unprovided for, the Purchaser so acting will be deemed guilty of obtaining goods under false pretences and be legally dealt with accordingly.
5. Notwithstanding the foregoing and the following Condition 3 each and every lot shall immediately at the fall of the hammer be considered as delivered and be and remain in every respect at the absolute risk and expense of the respective Purchaser or Purchasers thereof and shall be removed from the sale at the Purchaser's expense on the day of the sale.
6. Purchasers shall pay for any damage done by themselves or their agents during the removal of their lots, the amount of such damage to be assessed by the Auctioneers. Any person attending the premises does so at his own risk and neither the Vendor nor the Auctioneers will be responsible for any damage or accident howsoever caused.
7. If any lot is not paid for in cash under Condition 1 above but payment is made by cheque or other form of negotiable instrument then the lot shall remain the sole and absolute property of the Vendor as legal and equitable owner until such time as all money due to the Vendor has been paid by the Purchaser. Payment shall unless otherwise agreed be made to the Auctioneers and shall not be deemed to have been paid until any cheque or other negotiable instrument has been cleared by the Auctioneers Bankers.
8. All statements in the catalogue or any made by the Auctioneers at the time of the sale, also the identification of the animals, are the entire responsibility of the Vendor. The Auctioneers take no personal responsibility for the correctness of any such statement or identities. Intending Purchasers must satisfy themselves by inspection or otherwise as to the physical condition of any lot. Neither the Auctioneers, nor has any person in the employment of the Auctioneers, any authority to make or give any representation or warranty in respect of any lot.
9. Any person using the online bidding function agrees that the auctioneers accept no liability whatsoever for any loss of connectivity and the ability to bid on the sale of the day.

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TRACTORS & VEHICLES

1988 Zetor 7245 4wd with Loader*

Working Order, Includes Bale Spike, Bucket and Dung Fork, V5 Logbook

Registration: E144 PJT

Clock showing approx. 3,870 recorded hours

1959 Fordson Power Major*

Working Order, Restoration Project

Registration: 778 YUL

Clock Showing approx. Unknown

Massey Ferguson 550

Starts, Drives, Cab Rusty, No V5

Registration: Unknown

Clock showing approx. 3,398 recorded hours

Ferguson TEF20 Diesel Tractor*

Buff Logbook (No V5)

Registration: FTK 611



TRACTORS & VEHICLES

David Brown 1212 Hydrashift*

Starts, Runs and Drives

Massey Ferguson 35*

Registration: Q653 GEL, Completely Restored, V5

1978 Leyland 270*

Runs and Drives but needs attention, V5

1992 Ford New Holland 1920 4wd*

Power Steering, Pick-Up Hitch, Creeper Gear, Spool Valve, Not Registered

Hinomoto E182 Compact Tractor*

Working Order

1972 Commer Camper Van*

1.8ltr Petrol, MOT exempt, V5 Logbook, Unfinished Project

Registration: TVW 122K

Clock showing approx. 47,697 recorded miles



TRACTORS & VEHICLES

2002 Land Rover Discovery 2*

Starts, drives, MOT until November 2025, V5 Logbook

Registration: GX51 GVV

2004 Kawasaki 300cc ATV*

Polaris Quad Bike*

Runner, but does require battery

SHEPHERD'S HUTS

Traditional Shepherd's Hut*

Well insulated, genuine stove, 70 litre water tank, cooker, fridge, sink, water pump, TV socket/USB, built-in chargers, solar panel, roadworthy lights



Traditional Shepherd's Hut*

Electric Sockets & Sink

FARM MACHINERY

Major 6ft Topper

Shear Grab*

Single Axle Bale Trailer*

4 x Ford Front Weights*

1950 Ferguson 2f Plough*

Off-Set Saw Bench, 3 Point Linkage, PTO Driven*

FARM MACHINERY

Brian James 3 tonne Flat Bed Trailer c/w Demount Curtain Side Body, fold down seating & opening side and rear canopy. Can be used as an exhibition trailer, but will take a MF35 or similar for transport and/or dry storage

Quicke Alo Pallet Forks

Quicke Alo C09 Compact Loader and Bucket c/w Hydraulic Control Valve

Massey Ferguson Drawbar fits 188/290/590*

Ford 10 Series Drawbar*

Ford 5000/6600 Drawbar*

Massey Ferguson Pick Up Hitch fits 165/265/590*

Massey Ferguson Front Axle Assembly*

Massey Ferguson Cab Complete fits 565*

MF/Perkins AD4.236 Engine, Head and Clutch – working when removed*

Massey Ferguson 565 Bonnet and Radiator*

Massey Ferguson 565 3-Point Linkage Complete*

28" Heavy Duty Wheels and Tyres, to suit Massey Ferguson*

2 x LGP 10.00x16 Front Tyre Assembly*

Merlo Weld-On Hooks*

John Deere Weld-On Hooks*

Euro- 8 Weld-On Hooks*

13.6x38 Rear Tyres (40%) and 7.50x16 Tyres and Wheels*

2 x 13.6x28 and 2 7.5x16 Tyres and Wheels*

2 x MF 28" Turf Tyres and Wheels*

Massey Ferguson 12" Dual Clutch*

FARM MACHINERY

2 x 400R22.5 Ag Trailer Tyres and Wheels – Unused*

Foster Bale Spike*

2 x 7.5/16 Tyre and Wheel Assemblies*

2 x 6.00x60 Tyre and Wheel Assemblies*

2 x 7.50/16 Tyre and Wheel Assemblies*

2 x 7.50/16 Tyre and Wheel Assemblies*

1 x 23x10.5/12 Turf Tyre*

Used Massey Ferguson loader and hydraulic tipping bucket. New hydraulic valve*

Ferguson Cultivator*

Perkins 1103 70hp 3-cylinder Turbo Charged Engine. Will bolt straight into MF550 type tractor and similar. Some pipes and throttle linkages may need modification*

Starter Motor & Flywheel to suit the above*

2no. 10 x PTO Shaft Yokes – new*

Assorted PTO Shafts and Guards*

2no. Assorted Kverneland Tines – new*

2x 16.9/30 Tyres and Wheels*

Hydraulic Log Splitter*

PTO Chipper*

Cultivator to suit Compact Tractor*

Rice Four Wheel Trailer*

Single Axle Bale Trailer*

3 Tonne Tipping Trailer*

Pallet Forks

FARM MACHINERY

6 Metre Trailer – Turntable Both Ends*

Kendal Car Trailer

Pair of Tractor Wheels – 13.6 x 38

Howard Rotavator*

Carryboy Canopy to fit Nissan Navara 2005*

Major Diesel Engine*

Major Nose Cone*

Rotavator*

PTO Shaft & Top Link*

Honda Rotavator*

International Lights*

Fertiliser Spreader*

Muck Truck & Paddock Vacuum* - Trouble Starting

Vicon 800l Varispreader

Teagle Thermoblast Crop Fan – 3 Point Linkage Mounted

9' Grass Topper

Hardi 200l Boom Sprayer

Browns Bale Sledge*

Deutz FA1F1 Haybob*

Chain Harrows*

5 x Hay Tines*

Ransomes Plough Discs*

FARM MACHINERY

IH Tractor Parts*

Trailer Chassis*

Takeuchi Trench Bucket for Micro Digger*

Dump Trailer*

Camel Box Trailer*

Skip Bucket*

PTO Chipper*

Vicon Fertiliser Spreader*

Belt Pulley for Massey Ferguson*

Horse Drawn Ridger*

John Deere 550 Round Baler S/R*

Alco Cement Mixer S/R*

Subsoiler*

2 Row Potato Planter*

2 Row Potato Ridger*

5' x 3' Car Trailer*

ATV Sprayer*

Stoll Tedder Rake

Reco Fertiliser Spinner

Marshall 10.5³ Side Discharge Spreader

Ransomes Johnson Potato Lifter*

Ransomes TS59 3 furrow Plough*

LIVESTOCK EQUIPMENT

Parmiter 15ft Chain Harrows*

Galvanised Dog Run, 3 panels, 2 doors

3 Reels of Electric Fencing Wire*

Quantity of 6ft High Deer Fencing*

9 x Calf Hutches*

9ft Cattle Footbath

13 x Cow Cubicles

Concrete Water Trough

2 x IBC Containers

Hayrack

2 x Cattle Crush*

5 Teat Wydale Calf Feeder*

Cattle Crush Parts*

2 x Metal Gate Posts*

Sheep Turnover Crate*

5' x 2' Two Tier Rabbit Hutch*

8' x 4' Rabbit Run*

5' x 3' Chicken Pen*

2 x 12ft Gates*

Electric Fencing Stakes*

Ifor Williams 12ft Aluminium Cattle Trailer c/w Dividing Gate

12ft Hurdle*

WORKSHOP

Hydraulic Power Pack Falcon 9 with Breaker, Auger and Earth Drills

Razer Deck self-erecting access tower

Stihl Petrol Hole Borer

Vintage Calor Gas Sign

Vintage Roller Stand

Workshop Oil Fired Heater

Free Standing Work Light x 4

Homelite Chainsaw*

Sachs Dolmar Chainsaw*

2 x 20 Litre Jerry Cans*

2 x Two Gallon Cans*

Black & Decker Workmate*

Grease Gun*

Stihl Chainsaw*

Ryobi Hedge Trimmer*

Box of Small Wheels*

SIP 13amp Electric Welder*

Stihl Petrol Posthole Borer with Augers*

3 x Sack Trucks*

4 x Trestles*

Honda Generator*

Ratchet Straps – Assorted*

WORKSHOP

6 x Low Bay, high power workshop lights*

Sandblast Cabinet*

HD Steel Trailer Lighting Board – new*

HD Fan Heater*

12v Electric Winch*

3-Tonne Trolley Jack*

Engine Crane*

10ft Ladder*

Stihl 024AV Chainsaw 24" Bar – Hardly Used*

Stihl MS661C Chainsaw 36" Bar – Hardly Used*

Iveco Daily Parts*

3no. Tractor Paints – Various Colours*

Primer Paint*

Fordson Major Clutch Cover*

International 674, etc. Clutch Cover*

Case JX Clutch Cover

McCormick CM-MAX/Landini Blizzard Clutch Cover*

3 x 20ltr Unopened Transmission Oil – Case Maxxum, McCormick MC115, etc*

Assorted Classic Tractor Clutch Plates*

Rear Lights*

Ford 2000/3000/Dexta Steering Box*

Assorted Tractor Spares – Massey Ferguson 100 * Ford 1000 Range*

WORKSHOP

2no. Mirrors and Mirror Arms*

Ford 40 Series Mirrors*

Mower Blades (Various)*

2 x LED Flashing Beacons*

PTO Guard Retaining Rings*

Classic Tractor Tapered Bearings*

Classic Tractor Ball Bearings*

Classic Implement Self-Aligning Bearings N/H, MF Baler, Forager, Combine*

MF/Fordson Headlights*

Classic Tractor Track Rod Ends*

New Holland 376/377 Type Baler Needles*

2no. Tractor Spares

Assorted Batteries*

12' Ladder & Scaffold Clamps*

Cement Mixer*

2 x Cross Cut Saws*

Post Banger*

Rake, Picks, Shovels & Hoes*

Tamper Tools*

Steps*

Clarke Pioneer Air Compressor*

Scirrocco 2500 Flymo Strimmer*

WORKSHOP

Stihl Hedge Trimmer*

McCulloch MB241 Shredder*

Extension Lead/Jump Leads*

2 x Karcher Pressure Washers*

Silverline Irrigation Kits*

Oxford Welder*

Gardiner Marshall 3KVA Petrol Generator*

WORKSHOP

Alpak Stayrite Single Phase 2.2KW Vacuum Pump*

Record Bandsaw*

Tractor Chain*

3 x Tool Boxes*

Barrow Mix Mixer*

Nilfisk Alto Neptune 1 Pressure Washer*

Staff Tripod & Dumpy Level*

2 x Stihl Leaf Blowers*

Small Scaffold Tower*

2 x Belle 150 Mixers*

Clarke Impact Wheel Nut Remover*

Strimmer with Bushcutter*

Alloy Folding Ladder*

Autoglym Hot Wash Jet Wash*

Karcher Jet Wash*

Honda Engine Wacker Plate*

Toolbox with Tools*

Oxy/Propane Bottle Trolley*

Table Saw*

Steel Cage Stillages*

Stationary Engine – Spares or Repair*

Knapsack Sprayer*

WORKSHOP

Petrol Jet Washer*

JCB Hydraulic Pack Plus Breaker*

Belle 150 Mixer Honda Engine*

Stihl Hedge Cutter*

Stihl Strimmer*

2 x Stihl Disc Cutters*

Makita Chop Saw*

Quantity of Power Tools*

Dewalt Radio*

5hp Honda Engine*

Honda Generator*

Bunded Fuel Tank c/w Meter*

Petrol Power Float*

Husqvarna Strimmer*

WORKSHOP

Generator*

LED Bay Light*

4 x Vintage Road Work Lights*

Stainless Steel Lift Weight*

2 x Sledgehammers*

Car Ramps*

BOC LD180 Welder Set*

2 x Kinzo 8E208 Wood Lathe*

Arc Welder AC Weld Trans 140*

Ryobi Cut Off Saw*

Heavy Duty Large Vice*

Sawhorse Log Holder*

Belle Petrol Cement Mixer*

Pillar Drill*

7 x Bottle Jacks*

Toolboxes and Contents*

Lifting Chain and Rope*

Sack Truck*

Post Hole Digging Tools*

Wire Fence Strainer*

Portable Bench c/w Vice*

Gas Forge*

WORKSHOP

Pitch Forks*

Quantity of Stillson Wrench's*

Bolt Cutters*

Post Bangers*

Bench Anvil*

4 Wheel Trolley

3 x Generators

Wooden Sack Truck

Hand Compressor

GARDEN

Mastercut 76 Ride-On Lawn Mower*

Husqvarna R18 AWD Ride-On Lawn Mower*

Alco T16 Lawn Mower* Starts Drives, New Battery

Rider 90 Ride On Lawn Mower, Hydro Drive with collector. Runs, but requires new starter

Concrete Planter

Garden Shed – Sentry Shed, assembled

Garden Shed – Tool Store, assembled

Garden Sleeper Bench, Heavy Duty, Softwood

3no. 2'6" Softwood Shed Door

3no. Garden Arch Kit Pergola Top FP

Plant Display Frame – Large single shelf with trellis back

Planter Display – 2 Shelf

GARDEN



4no. Garden Pickett Gate

2no. Pallet of Oak Blocks

9no. Pairs of Tanalised Gateposts (Pressure Treated) - Softwood

- 12no. 6"x 6"
- 4no. 7"x 7"
- 2no. 8"x 8"

6no. Packs of Assorted Timber

Glulam Big Block x 4

Garden Staging – 2 Shelf

Plant Display Frame – 5 Shelf

Plant Display Table

Hardwood Trellis Battens

2no. Assorted Pack of Featheredge Boarding

6ft x 4ft Feather Edge Garden Gate

Smokers Hut with Bench

2no. Assorted Oak Decking Boards with Resin Grip Strips

Pallet of Tapered Oak Blocks

GARDEN

4no. Bag of Firewood

Hardwood Offcuts

Assorted Roofing Batten

Assorted Timber

2 x Wooden Crates

3 x Wooden Crates

Herras Fencing Panels

Fencing Iron Bar*

14ft Iroko Gate*

1 Pair of 5ft Hardwood Drive Gates*

2 x 6ft Fence Panels*

10 x 1.8m Tanalised Fence Posts*

Concord Ride On Mower*

Atco Cylinder Mower*

Alco V70 Mower*

Honda HR195 Mower*

Victa V40 Mower*

MTD Pinto Ride on Lawn Mower*

2 x Lawn Mowers*

Electric Flymo*

2 x Garden Benches*

Stihl Chainsaw*

GARDEN

Spear & Jackson Bull Handle Strimmer*

Stihl Strimmer*

Mountfield Lawnmower*

Solo 425 Sprayer*

CP15 Sprayer*

Husqvarna 225BV Leaf Sucker*

1000 x Galvanised Wire Mesh Tree Guards*

550 x 18' Buckle Tree Ties*

500 x 1.2m Wooden Tree Stakes*

4 x Westwood Lawn Mower Wheels*

John Deere Mower with Mulching Deck*

Hayter Roller Mower*

2 x Honda Lawn Mower with Roller*

Yard King 21" 3.75hp Petrol Lawnmower*

4 x Folding Garden Chairs*

Selection of Lawn Mowers with Collectors and Baskets*

Billy Goat Mower*

Lawn Mower*

John Deere Ride-On Mower*

Axle Jacks*

Garden Seats*

Wheel Barrows*

GARDEN

Garden Table & Chair*

Metal Gates*

Wooden Gate*

Miscellaneous Garden Hand Tools*

MISCELLANEOUS

Bathroom Pedestal Basin – new

Tractor & Machinery Magazines – Complete Volumes 2013 to 2023*

Turtle Top Stove*

Chimney Pipes and Brackets*

1950's Dudley Two Burner Grill & Oven*

3 x Bikes*

Bunded Heating Oil Tank*

Water Tank*

2 x Beams and Flue Liner*

Pine Dresser Top*

Quantity of Chicken Wire*

2no. Quantity of Timber

3 x Inspection Chambers*

25mm x 20mm Pipe*

Manhole Lid*

Flying Junior Sailing Dinghy & Trailer - Aluminium Launch Trolley, New Sails & Cover*

Iron Frame Table with Glass Top c/w 4 Metal Chairs*

MISCELLANEOUS

Metal Bench*

2 x Cast Iron Pot*

Brass Coal Skuttle*

Milk Churn*

2 x Wagon Wheels*

Butter Barrel*

Cake Cracker*

Pole Elevator*

7 x Milk Churns*

Chinese Seated Buddha*

Chinese Figure*

Chinese Warrior*

Aircraft Steps*

Sack Trucks*

6 x Vintage Cast Iron Feed Troughs*

Pair of Palisade Gates*

Vintage Walk Behind Hoe*

1.3m Long Bow Fronted Sideboard

830mm x 1970mm Oak Panelled Door

610mm x 1970mm Oak Panelled Door

12 Telephone Poles*

30 x Z Purlins*

MISCELLANEOUS

Ladies Raleigh Bike*

Mens Raleigh Bike*

Childs Wendy House*

Ifor Williams Canopy to fit Nissan Navara 2004*

Ford Ranger 6 Stud Alloys*

Selection of Feather Edged Planks*

Galvanised Fluid Tank*

Trailer Jack Stand*

Alloy Wheels and Tyres to fit Ford Transit 255/45R18

4 x Roll Trolleys*

Bull Bar for 4x4*

Saddle Stone*

Driveway Gates*

Iron Work*

8 x Cast Iron Wheels – Various Sizes*

Ladder and Step Ladder*

Ratchet Straps and Ratchets*

Sun Dial*

TERMS & CONDITIONS

1. Definitions

In these conditions the following terms have the following meanings:

- (i) "Auctioneers" means Symonds & Sampson LLP.
- (ii) "Host" means Webtron OA – Website hosting the auction (if applicable)
- (iii) "Conditions" means the standard terms and conditions of business set out in this document. Any further specific conditions will be contained in a separate statement of special conditions.
- (iv) "Hammer Price" or "Sale Price" means the price at which a Lot is knocked down by the Auctioneers to the Buyer exclusive of any Value Added Tax and Buyer's Premium.
- (v) "Lot" means any item offered for sale or sold as a single transaction in accordance with these Conditions.
- (vi) "Buyer" means a person firm or company who purchases any Lot including any person firm or company acting as an agent for such a party in the purchase of that Lot in accordance with the Conditions.
- (vii) "Reserve Price" means the minimum price fixed by the Seller in writing at which any Lot is to be sold at the Sale.
Except where the context otherwise requires:- words denoting the singular include the plural and vice versa; words denoting one gender include the other gender; - words denoting persons include both natural and legal persons.

2. Status of Conditions of Sale

- (i) Any person attending the Sale in person, bidding via the Auctioneer, a third party, on the phone or online is deemed that they have read and understood these Conditions and shall make any bid on the basis of these Conditions.
- (ii) The Auctioneers may supplement or supersede these Conditions in whole or part with special conditions applicable to a specific Sale or a specific Lot which will be displayed and/or announced at the start of the Sale.
- (iii) No employee or agent of the Auctioneers has any authority to vary these Conditions.
- (iv) Any indemnity under these Conditions shall be an indemnity in respect of all actions proceedings and costs including legal costs expenses claims and demands whatever incurred or suffered.

3. Entry to the Saleground

- (i) Any person entering the Saleground does so at their own risk and must comply with the requirements of all health and safety notices.
- (iii) The Auctioneers reserve the right to refuse admission to any person or entry of any Lot onto the Saleground without giving any reason.

4. Auctioneers' Status

- (i) The parties to the contract of sale are the Seller and Buyer. The Auctioneers sell as agents for the Seller and as such are not responsible for any default of the Seller or Buyer.
- (iii) The Auctioneers shall have discretion as to the description of any item and may take expert advice on any item.
- (iv) The Auctioneers may make such announcements or publish such information supplied by a Seller about any Lot as they in their discretion think fit.
- (v) The Auctioneers shall have absolute discretion without giving any reason:
 - (a) to refuse any bid
 - (b) to divide any Lot
 - (c) to combine any two or more Lots
 - (d) to withdraw any Lot from the auction, and
 - (e) in case of dispute, to offer any Lot for sale again.

5. Exclusion of Liability

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 Lot) nor in any respect of personal injury to or death of any person before or 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.

6. Catalogues and Advertisements

- (i) The Auctioneers do not guarantee that any Lot described in any catalogue or advertisement will be offered for sale nor that any description therein can be relied upon as accurate. Any illustrations in catalogues are for general identification only.
- (ii) The Auctioneers will not be responsible for any costs incurred by any person in reliance on the description of a Lot in the catalogue and those attending the auction will have no claim against the Auctioneers for their costs should any advertised Lot not be offered at that Sale.

7. Withdrawal of a Lot

In all cases where a Lot once entered is not offered for sale on the Seller's instructions the Auctioneers shall be indemnified by the Seller for all expenses incurred in relation thereto and against all claims from third parties that may arise.

8. Warranty and Inspection of Lots

- (i) The Auctioneers' knowledge of the Lots is initially dependent on the information provided by the Seller who has warranted as to its accuracy. The Auctioneer does not carry out exhaustive due diligence on each Lot. The information supplied about Lots is not a representation of fact but a statement of opinion on the basis of the evidence reasonably available. Bidders acknowledge these points and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lots in which they may be interested.
- (ii) It will be for Bidders to satisfy themselves as to health and safety matters. Bidders including the Buyer acknowledge that Lots have generally been used and many are of an age and type which means that they are not in perfect condition. As such they may not comply with current health and safety legislation and may have faults not expressly referred to in the catalogue or the other information that may be available on individual Lots from the Auctioneers.
- (iii) The Buyer must satisfy himself prior to bidding for a Lot as to its condition and should exercise and rely on his own judgement as to whether the Lot accords with its description. The Auctioneers shall have no liability for the accuracy of the description of any Lot. Unless otherwise stated no warranty is given by the Auctioneers to the Buyer in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law. It is the Buyer's responsibility to check the Lot and ensure that its subsequent use is compliant and that identified health and safety concerns are rectified.
- (iv) If a Lot is described at the time of the Sale as in "working order" that Lot is understood to have no defect which renders it incapable of the reasonable work for which it is intended.
- (v) A Lot including any electrical item will have been inspected by an electrician. Where electrical equipment is sold without specific instructions for its use it is the responsibility of the Buyer to seek independent advice as to its safe operation. The Auctioneers shall have no liability for the safe operation of the item by the Buyer.

9. Reserve Price

The Seller shall be entitled to place a Reserve Price on any Lot prior to the Sale being the minimum amount for which the Lot may be sold.

10. Bidding

- (i) No person may bid without warranting their identity to the Auctioneers and using a Symonds & Sampson buyer's number.
- (ii) Any person intending to bid as an agent for a potential Buyer must notify the Auctioneers in advance of the Sale and confirm the arrangements for payment of the goods to the satisfaction of the Auctioneers.
- (iii) The Auctioneers may accept written instructions to bid on behalf of any prospective Buyer but with no liability in the case of any error arising out of such instructions. Any instructions accepted shall be at the risk of the prospective Buyers who will be deemed to have viewed the Lot. The Auctioneers accept no responsibility in connection with the commissioning of their staff to bid for a Lot. It is the responsibility of the Bidder to ascertain if he has been successful.
- (iv) The Auctioneers may at their discretion make arrangements to receive bids over the telephone or otherwise from prospective Buyers not physically present at the Sale. Where such a facility is offered prospective Buyers wishing to use it must register with the Auctioneers in advance of the Sale. The Auctioneers accept no liability in relation to telecommunications facilities and connections nor to the means by which such prospective Buyers may seek to communicate with the Auctioneers.
- (v) Bids shall be made exclusive of any VAT and Buyer's Premium which may apply.
- (vi) The Auctioneers may refuse to accept the bidding of any person without giving any reason.
- (vii) No Seller shall bid for any Lot that he has entered into the Sale save where the Seller has set a Reserve Price for a Lot in accordance with Clause 12 in which case bids may only be made on behalf of the Seller for that Lot by the Auctioneers and then only provided that the Auctioneers had announced at the start of the Sale that they may be bidding on behalf of the Seller.
- (viii) Where the Lot is offered for sale on the dissolution of a partnership Clause 13(vii) does not apply.
- (ix) The person who makes the highest bid acceptable to the Auctioneers shall be the Buyer on the fall of the hammer.
- (x) A Bidder is deemed to have inspected any Lot for which he is bidding and if successful in that bidding agrees to take it with all faults and imperfections and to be responsible for ensuring its subsequent compliance with the law.
- (xi) The Buyer warrants that he is able to pay in accordance with these Conditions.

- (xii) 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.
- (xiii) Transfers of purchases will only be recognised at the sole discretion of the Auctioneers.
- 11. Payment by Buyers**
- (i) Unless otherwise agreed with the Auctioneers the Buyer shall pay the Auctioneers in full on the day of the Sale for the Lot purchased together with any charges Buyer's Premium or other payment due under these Conditions before removing that Lot from the Saleground.
- (ii) That payment is to be by a means approved by the Auctioneers.
- (iii) Where the Buyer offers cash in settlement the Auctioneers will not accept more than the equivalent at the time of the Sale in pounds sterling of fifteen thousand euros for transactions at any one Sale in order to comply with the Money Laundering Regulations 2007.
- (iv) Where a Buyer defaults on a payment the Auctioneers reserve the right to re-sell the Lot and to charge the Buyer for any expenses and loss incurred by reason of the failure of the Buyer to complete his purchase and to retain any profit that may arise from that resale.
- (v) The Auctioneers reserve the right to charge the Buyer interest on any payment outstanding from five Working Days after the day of the Sale together with any reasonable debt recovery charges such rates and charges for all transactions to be those prescribed for commercial debts by the Late Payment of Commercial Debts (Interest) Act 1998 as amended.
- (vi) If the Auctioneers have paid the Seller the Sale Proceeds due for a Lot before the Buyer has paid the Auctioneers in full for the Lot then the Auctioneers shall have a lien on the Lot until the outstanding amount is paid by the Buyer to the Auctioneers.
- (vii) In the event of any sale by the Buyer of a Lot before full payment has been made the Buyer shall hold the proceeds of such sale on trust for the Auctioneers to discharge the lien referred to at Clause 14(vi).
- 12. Responsibility for Lots**
- From the fall of the hammer for a Lot that Lot is the liability of the Buyer who is responsible for its safe use any damage to it and for complying with all legal requirements.
- 13. Buyer's Premium and Internet Surcharge**
- (i) All purchases will be subject to a Buyer's Premium charged at 10% on the first £1,000, 5% thereafter and capped at £300 plus VAT in addition of the hammer price + VAT on all lots.
- (ii) All online purchases will be subject to an Internet Surcharge in addition to Buyers Premium which is charged at 1.5% of the hammer price + VAT.
- 14. Value Added Tax**
- (i) The Seller will be responsible for accounting for any Value Added Tax on the Sale of a Lot.
- (ii) The Seller must state to the Auctioneers whether he is registered for Value Added Tax and if registered his Value Added Tax registration number and whether he operates under a flat rate scheme or any VAT Margin Scheme. If he is not registered for Value Added Tax the Seller hereby confirms that he has instructed the Auctioneers to arrange on his behalf the auction or sale of the Lots he has entered.
- (iii) The Auctioneers will not account to the Seller for any Value Added Tax without the information required by Clause 17(ii).
- (iv) The Auctioneers will add Value Added Tax at the appropriate rate (currently 20%) to the Hammer Price of a Lot.
- (v) If a Lot is zero rated exempt or where the Seller operates the flat rate scheme for Value Added Tax purposes the Auctioneers will state this at the time of Sale.
- (vi) Where the Seller does not advise the Auctioneers of the appropriate rate of or status for VAT of a Lot the Auctioneer will apply the rate or status that appears appropriate from the information available to them and will not accept liability for any errors.
- (vii) Where a Lot is sold on behalf of a Seller who is not registered for Value Added Tax the Lot will be sold under the VAT Auctioneers' Scheme unless written instructions are given to the Auctioneers to the contrary.
- (viii) Where a Seller is registered for Value Added Tax and is trading goods under the general Margin Scheme and would like to offer a Lot for sale under the VAT Auctioneers' Margin Scheme the Lot must be included on a separate Entry Form making it clear that the Lot is to be sold under the respective schemes.
- (ix) The Auctioneers require Buyers from countries in the European Union who are registered for Value Added Tax to supply the Auctioneers with their VAT number or equivalent fiscal number and other relevant information so that the Lots purchased may be invoiced without Value Added Tax. Where this information is not made available or where the Buyer is not VAT registered, VAT will be charged at the appropriate UK rate in addition to the Hammer Price of the Lot. This amount will not be recoverable. It is the responsibility of such a Buyer to ensure that he or his haulier completes and signs a "collection certificate" at the Auctioneers' office on collection of the Lot purchased so that Value Added Tax is not charged at the standard UK rate and be irrecoverable.
- (ix) Buyers from countries outside the European Union will be required to pay a VAT deposit equivalent to the standard UK rate of VAT on the Lot which will be refunded if within three months of "the time of supply" the Auctioneers are supplied with a satisfactory Bill of Lading or Certificate of Shipment as proof of shipment of the Lot outside the European Union, failing which the VAT deposit will be paid over to Her Majesty's Revenue and Customs.
- 15. Notification of a Defective Lot**
- (i) Where a Buyer alleges a breach of any warranty for a Lot for which he has paid he shall notify the Auctioneers in writing clearly stating details of the alleged breach as soon as practicable and no later than 12 noon on the third Working Day after the day the Lot was purchased and in any event before the Lot is removed from the United Kingdom.
- (ii) The Buyer shall make the Lot available for inspection in the United Kingdom by the Seller the Auctioneers and the duly appointed agents of either within five Working Days following the day on which the notification of the defective Lot is received.
- (iii) If there is a complaint against the Auctioneers it will be handled under the complaints procedure established by the Auctioneers to handle formal complaints made against their business.
- (iv) If the complaint is against the Seller the Auctioneers will notify the Seller of the alleged breach as soon as reasonably practicable and in the event of continuing disagreement any dispute will be handled under Clause 2(v). The Auctioneers' obligation to account to the Seller for the Sale shall be suspended until they are satisfied that the dispute has been settled.
- 16. Resale due to Failure to Comply with these Conditions**
- (i) Where a Lot has been sold to a Buyer who then fails to comply with the Conditions the Auctioneers may without prejudice to any other rights they may have resell that Lot either by public auction or private contract. If the price achieved on resale is less than Hammer Price together with any expenses arising the deficit shall be due as a debt from the original Buyer of the Lot.
- (ii) The defaulter shall not be entitled to any part of the proceeds which may arise by such re-sale which shall remain the property of the Auctioneers.
- (iii) Expenses due from the defaulter shall be deemed to include the Auctioneers' commission on the re-sale and all other expenses that would be due on a Sale under these Conditions.
- 17. Auctioneers' Right to Annul a Sale of a Lot**
- Before making payment to the Seller in the event of any dispute or refusal to pay on the part of the Buyer the Auctioneers may entirely at their discretion annul and cancel the sale of such a Lot or Lots.
- 18. Removal of Lots from the Saleground**
- (i) No Lot whether sold or unsold may be removed from the Saleground without the written authority of the Auctioneers. Passes for such removal must be obtained from the Auctioneers' offices and each Lot will be checked out by the Auctioneers or their duly authorised representative. The Auctioneers accept no liability for Lots while on the Saleground whether sold or unsold.
- (ii) Where the Saleground is in the permanent occupation of the Auctioneers any Lot which (without the express written consent of the Auctioneers) has not been collected within three calendar months from the day on which it was sold or last offered for sale or such other period as shall have been announced in the special conditions will be deemed to be abandoned. The Auctioneers will then be entitled to dispose of such an abandoned Lot at their unfettered discretion. For the avoidance of doubt, any monies arising from such a disposal will be paid to and retained by the Auctioneers. The Auctioneers may make a charge for handling and storage of the Lot if it remains on the Saleground more than three Working Days after the Sale.
- (iii) Where the Saleground is not in the permanent occupation of the Auctioneers the Auctioneers are entitled to dispose of any Lot which (without express written consent of the Auctioneers) has not been collected within five Working Days from the day on which it was sold or last offered for sale or such period as shall have been announced in the special conditions. For the avoidance of doubt any monies arising from such a disposal will be paid to and retained by the Auctioneers.
- 19. Applicable Law**
- These Conditions shall be governed by and construed in accordance with the law of England and Wales. All transactions to which these Conditions apply and all connected matters shall also be governed by the law of England and Wales.



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