

On behalf of Mr D Cletheroe & Mrs L Cletheroe

### WEDNESDAY 17th APRIL 10.30am Blackhall Farm, Chapel Hill, Edgefield, Norfolk, NR24 2AU





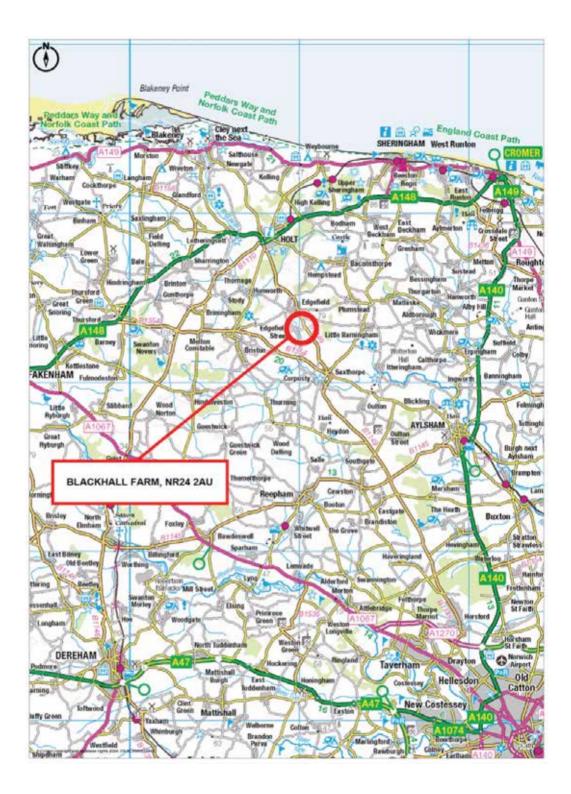
Lot 194



Lot 197



#### Online at: ak.auctionmarts.com



Irelands Agricultural

#### **BUYER'S INFORMATION:**

#### **DIRECTIONS:**

From the centre of Aylsham follow the B1354 (Blickling Road) out of the town for approximately 5.8 miles, on reaching the roundabout continue straight over (second exit) onto the B1149 signposted for Holt/Saxthorpe. Continue along this road for approximately 2.0 miles and turn left signposted "Byway to Edgefield Street".

Continue along this road and the entrance to the sale field/parking will be found on your right as indicated by the 'TO THE SALE SIGNS'.

Please refer to the location plan within this catalogue.

For those with Satellite Navigation the postcode is: NR24 2AU or what3words: ///meanders.jetted.blend

**'To The Sale'** signs will be erected on the morning of the sale.

#### **CAR PARK:**

As directed on the sale day.

#### VAT:

Items marked with an asterisk \* will be sold subject to VAT at 20% in addition to the hammer price.

#### PAYMENT:

#### Buyers are reminded that they are solely responsible for any lot purchased as from the fall of the hammer.

No lots shall be removed until payment in full has been received. All lots must be paid for on the day of the sale. Payment is accepted by **CASH, DEBIT CARD OR BANK TRANSFER** only. In order to comply with Money Laundering Regulations, we can only accept cash payments up to a maximum of £5,000 either as a single payment or multiple payments up to this limit. **NOTE:** Payments by cheque are no longer accepted.

#### **BUYER'S REGISTRATION:**

All potential buyers **must register** with the Auctioneers and obtain a Buyer's Number. Bids will not be accepted without a Buyer's Number.

#### **BUYER'S PREMIUM:**

No buyer's premium is payable at this sale. For those bidding via the internet please see 'Internet Bidding'.

#### **INTERNET BIDDING:**

Live online bidding, for UK registered buyers **only**, will be available at this sale via: ak.auctionmarts.com. A 5% plus VAT surcharge will be added to the hammer price for successful bids made through ak.auctionmarts.com, capped at £500 per lot. You must register for online bidding before 5pm on Tuesday 16th April via: ak.auctionmarts.com.

Arnolds Keys - Irelands Agricultural accept no liability whatsoever for any loss of connectivity and the ability to bid via the internet and therefore recommend attending the sale in person.

#### SALE DAY TELEPHONE NUMBERS:

Tom Corfield: 07801 138813 James Hill: 07789 660215 Simon Evans: 07769 970797 Office: 07917 834135 (Sale day only)

#### **REFRESHMENTS:**

Refreshments will be available on the day.

#### **VIEWING & INSPECTION:**

Viewing of the items will be on Tuesday 16th April 2024 from 10:00 am until 4:00 pm and on the morning of the sale.

#### **VEHICLE MILEAGE/TRACTOR HOURS:**

Taken 9th February 2024 and supplied by the vendors. No warranty is given regarding mileage or hours.

#### **REMOVAL OF LOTS:**

No lots may be removed from site without a receipt of invoice.

#### **CLEARANCE OF LOTS:**

All lots must be cleared off site by 30th April 2024.

#### **CATALOGUE ENTRIES:**

Every attempt is made to ensure the descriptions of lots are accurate but no guarantees are given. From time to time lots are withdrawn and other lots added. If you are interested in a specific lot please contact the auctioneers in advance for confirmation.

#### **CONDITION OF SALE:**

See rear of the catalogue.

#### ALL BUYERS ATTENDING THE SALE IN PERSON MUST REGISTER ON THE DAY

#### arnoldskeys.com/agricultural

#### LOT NO. VAT MISCELLANEOUS

14No VATLister stationary engine15No VATQty of filters16No VATQty of weights17No VATQty of hydraulic pumps18No VATSpares and miscellaneous equipment19No VATQty of paint20No VATQty of wheel weights21No VATTractor seat22No VATRichair seed fiddle23No VATQty of Mouldboards24No VAT3-Drawer filing cabinet25No VAT4-Drawer filing cabinet26No VATSmall metal cabinet27No VATQty of spare top links30No VATQty of spare top links31No VATQty of clotex34No VATQty of clotex35No VATQty of clotex36No VATQty of Netting38No VATQty of plywood39No VATQty of plywood39No VATQty of tin sheet
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39 No VAT Qty of telegraph poles
41 No VAT Qty of RSJs
42 No VAT Gate posts
43 No VAT Slate from snooker table
44No VATCement mixer45No VATHand held Hedge cutter
46 No VAT Husqvarna 50 chainsaw
47 No VAT Dynamic hedge trimmer
48-49 No VAT Engine (2 lots)
50 No VAT Sack barrow
51No VATQty of chain link fencing52No VATQty of timber
53 No VAT Qty of posts

54 55 56 57-76	No VAT No VAT No VAT No VAT	Qty of plain wire Cast iron bath Root cutter Open Lots (20)
77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95-96 97-116	No VAT No VAT	WORKSHOP TOOLS & EQUIPMENT Qty of nuts and bolts Qty of batteries Vice Qty of workshop tools Makita battery powered drill Jack 10T jack Band saw Pressure washer, W Bateman & Co Cosmo air compressor Wolf air compressor, Dakota 100 Air gun lance Paint spray gun Metal work bench Vice and work bench Arc welder Welder Qty of welding rods Electric galvanised roller shutter doors with motors (2 lots) Open Lots (20)
117 118 119 120 121 122 123-124 125-130 131 132 133 134-143	No VAT No VAT	LIVESTOCK EQUIPMENT Qty feed buckets Pig feeders x 2 Galvanised feed trough Galvanised rivetted water trough Feed rack Metal gate Galvanised gate (2 lots) Wheeled hurdle (6 lots) Qty of sheep hurdles Qty of sheep netting Electric fencing equipment Open Lots (10)
144 145 146 147 148 149 150 151 152-153 154 155-156	No VAT No VAT No VAT No VAT No VAT No VAT No VAT No VAT No VAT No VAT	MACHINERY & EQUIPMENT Rotovator Ransomes TSR 300S 2-furrow Plough (serial no. E2937) Ransomes 2 furrow Match Plough Ransomes 3 furrow Plough TS5GM Ransomes 3 furrow Plough with hydraulic wheel Dowdeswell 3 furrow rev Plough Cultivator 9 Tine Cultivator Spring tine cultivator (2 lots) Kongskilde Spring tine 5-2919 with twin rotocrats Spring tine Cultivator with rear crumblers (2 lots)

157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176-177 178 179 180 181 182 183 184 182 183 184 185 186 187 188 189 190 191-193	No VAT No VAT	Kongskilde Vibro beta - 6 row Bomford Dyna drive roto spike Mounted germinator, 3m Potato Ridger International drill 3 Row Drill Berthoud Sprayer, Pulverisation 12m booms, pto driven, 3 point linkage Vicon Spreader Side discharge Muck Spreader Sugar Beet hoe Chain harrows Finger mower Talex Drum mower Kuhn hay rake Haybob Haybob, Weaving Machinery (2015) Welgar conventional Baler, Westmac AP 63 Bamford Baler BL58 Bale sledge Cooks bale sledge (2 lots) Browns Flat 8 Grab Potato lifter Grimme Potato Harvester Riddle table with electric motor Rear mounted flail Topper Twose Topper Hedge cutter - 4ft cut, linkage mounted Backhoe Digger Bucket Husqvarna ride on lawnmower with Kawasaki engine. CTH180XP. Serial no. 103003C001513 Pig and two piglet Cambridge Rolls Wilder Roll frame A/F Open lots (3)
194 195 196 197 198	No VAT No VAT No VAT No VAT No VAT	<b>TRACTORS</b> Marshall 802 Tractor with fore end loader (alo Sweden 2560-4015). Reg No. GFL 213Y. Hour clock has been replaced. Tyres: Stomil 16.9 R34 Case David Brown 995 Tractor. Reg No. YVF 177S. Hours: 2533. Tyres: Rear 12.4/11.5-36R Leyland 285 Tractor. Reg No. JPY 326W. Tyres: rear Continental 13.6 R38 Leyland 245 Tractor. Reg No. WRT 886M. Hours. 2299 Leyland fore end loader & brackets
199 200 201 202 203 204 205	No VAT No VAT No VAT No VAT No VAT No VAT	TRAILERS Car trailer Livestock Trailer, small, fully enclosed suited for sheep Ifor Williams single axle Box Trailer. Type BU84G Single axle bale Trailer Single axle bale Trailer Single axle Straw Trailer, wooden floor (takes 3 x flat 8) Tipping trailer with wooden floor, single axle Ken Wootton twin axle Trailer. Serial no. 103005. Year of manufacture: 1990. Max gross weight 12.760T. Max axle weight 5.85T



Lot 40



Lot 125-130



Lot 148



Lot 155



Lot 87



Lot 146



Lot 154



Lot 157



Lot 169



Lot 173



Lot 184



Lot 188



Lot 172



Lot 173



Lot 187



Lot 189

Lot 194



Lot 195



Lot 196



Lot 197



Lot 194



Lot 196



Lot 197



Lot 201



Lot 204



Lot 205



Lot 212



Lot 235



Lot 204



Lot 206



Lot 230



Lot 236

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#### IN SITU ITEMS

- 206 No VAT Conventional hay bales, (2023) circa 300
- 207 No VAT Conventional hay bales (2023), circa 200
- 208 No VAT Conventional hay bales (2022), circa 200
- 209 No VAT Static Caravan
- 210 No VAT Static Caravan Belmont Rio Vista 23
- 211 No VAT Conventional hay bales (2021/2022) circa 1,000
- 212 No VAT Conventional hay bales (2023) circa 120
- 213 No VAT Conventional hay bales (2023) circa 400
- 214 No VAT Lorry body, 25ft
- 215 No VAT Lorry body, 15ft

#### INCLUDED BY PERMISSION

- 216 \* Reekie 2-row Potato Planter, large axle model with ridging bodies
- 217
   \*
   Vicon PS400 Fertiliser Spreader

   218
   \*
   Flat AGR Trailer, 22ft, twin axle, air suspension
- 219 No VAT Stub axles x 2
- 220 No VAT Box of agri parts inc. lights, AdBlue pump, safety goggles
- 221 No VAT Assorted sprinklers and pipe
- 222 No VAT Assorted boxes of screws
- 223 No VAT Metal barrow
- 224 No VAT 1000Ltr IBC tank
- 225 No VAT Record 6inch vice
- 226 No VAT Heavy duty wire towing rope
- 227 No VAT Metal tree guard
- 228 No VAT High lift jack
- 229 \* Front Press to fit front linkage
- 230 \* 3 Leg Cousins Subsoiler with crumbler
- 231 \* 250 gallon towable fuel bowser
- 232 \* 4 metre toolbar with suboiler legs
- 233 \* 5 metre folding Springtine Harrow
- 234 \* 4 metre Cousins Seed Harrow mounted with end lift kit
- 235 \* JCB Grain Pusher
- 236 \* Set of Row Crop Wheels (11.2R44 & 11.2R28) for John Deere 5100
- 237 \* Pair of Rear Row Crop Wheels (8.3R44)
- 238 \* Ferguson flat Trailer
- 239 No VAT Iseki Brushcutter serial no. 411103A
- 240 No VAT Robin Brushcutter NB211 serial no. 019338
- 241 No VAT Sachs Dolmar chainsaw 112 24 inch cut
- 242 No VAT No VAT Fairbang standard bird scarer
- 243 No VAT Qty of wire rope 12mm dia





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#### CONDITIONS OF SALE FOR MACHINERY SALE BY AUCTION

#### **1. DEFINITIONS**

In these conditions the following terms have the following meanings:

- (i) "Auctioneers" means Arnolds Keys Irelands Agricultural, a trading name of Arnolds Keys LLP, CRN OC353213 whose registered address is 25 King St, Norwich NR1 1PD
- (ii) "Commission" means the commission charged on the sale of Lots.
- (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) "Entry Form" means the form to be completed and signed by the Seller describing the Lot in such form as may be required by the Auctioneers before the Lot will be accepted for sale.
- (v) "Hammer 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.
- (vi)"Lot" means any item offered for sale or sold as a single transaction in accordance with these Conditions.
- (vii) "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.
- (viii) "Reserve Price" means the minimum price fixed by the Seller in writing at which any Lot is to be sold at the Sale.
- (ix) "Sale" means a sale of the Lots by auction organised by the Auctioneers.
- (x) "Saleground" means the venue at which the Sale takes place.
- (xi) "Seller" means a person firm or company including any person firm or company acting as an agent for such a party who offers for sale a Lot in accordance with these Conditions.
- (xii) "Vehicle" means any tractor, self-propelled machine or other vehicles.
- (xiii) "VAT Auctioneers' Scheme" means the scheme for the treatment of Value Added Tax by the Auctioneers made under The Value Added Tax (Special Provisions) Order 1995 SI 1268 (as amended).
- (xiv) "Working Day" means each day calculated from midnight from Monday to Friday inclusive in any week except that a Bank Holiday or other public holiday shall not be a Working Day.
- 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.
- References to any regulation directive, statutory instrument other legislation or official documen

#### 2. STATUS OF CONDITIONS OF SALE

- (i) The Seller has agreed to adhere to these Conditions by signing the Entry Form.
- (ii) Any person attending the Sale is deemed to attend on the understanding that they have read and understood these Conditions and shall make any bid on the basis of these Conditions.
- (iii) 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.
- (iv) Any dispute arising under these Conditions shall be determined in the first instance by the Auctioneers whose ruling shall be binding on the conduct of the auction. If such an issue remains in dispute after the auction it may be referred by the Buyer the Seller or the Auctioneers to arbitration or if the parties agree independent expert determination within the period of 10 working days starting on the date of the Sale by a person agreed between the parties in dispute or failing such agreement by a person appointed by the President of the Central Association of Agricultural Valuers on the application of any of the parties within that time paying such fee as may be charged for that service. The parties agree to meet the professional fees and costs of that person as he shall direct and to be bound by his award both as the matter of the dispute and as to the parties' costs.

#### 3. ENTRY TO THE SALEGROUND

- (i) Any person entering the Saleground does so at their own risk.
- (ii) Any person entering the Saleground 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.
- (ii) The Auctioneers sell as agents for the Seller and as such are not responsible for any default of the Seller or Buyer.
- (iii) The Auctioneer's shall have discretion as to the description of any item and may take expert advice on any item, whether from a qualified electrician, agricultural engineer or other person, at the Seller's expense to ensure that the item is sold in a professional and legal manner.
- (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: to refuse any bid; to divide any Lot; to combine any two or more Lots; to withdraw any Lot from the auction, and/or; 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 by auction 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. PRIVATE SALES

(i) The Auctioneers' consent is required for the private sale of any Lot after the Sale while it is on the Saleground. That consent may be given on condition that the Sale is booked through the Auctioneers' office subject to these Conditions and in particular that any fee Commission Buyer's Premium charge or expense due under the Entry Form or otherwise apply as though that Lot had been sold by auction at a Hammer Price equal to the price agreed for the private sale.

#### 9. WARRANTY AND INSPECTION OF LOTS

- (i) The Auctioneers' knowledge of the Lots is 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.
- (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

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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.

- (iv) 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.
- (v) 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.
- (vi) A Lot including any electrical item will have been inspected by an
  electrician. For those items which have not been inspected the plug will
  be removed and sold as scrap. 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.

#### **10. VEHICLES AND TRAILERS**

 The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements and road traffic laws and for obtaining all certificates, permits or other authorisations necessary before such vehicle or trailer can be used on the road.

#### **11. 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.

#### 12. BIDDING

- (i) No person may bid without warranting their identity to the Auctioneers.
- (ii) 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.
- (iii) 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.
- (iv) Bids shall be made exclusive of any VAT and Buyer's Premium which may apply.
- (v) The Auctioneers may refuse to accept the bidding of any person without giving any reason.
- (vi) The person who makes the highest bid acceptable to the Auctioneers shall be the Buyer on the fall of the hammer.
- (vii) 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.
- (viii) The Buyer warrants that he is able to pay in accordance with these Conditions.
- (ix) 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.

#### 13. 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 resell 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 5 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).

#### 14. 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 of any damage to it and for complying with all legal requirements.

#### 15. BUYER'S PREMIUM

There will be no buyer's premium. For anyone purchasing via ak.auctionmarts.com please refer to the Buyers Information at the start of the catalogue.

#### **16. VALUE ADDED TAX**

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

#### 17. 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 resold 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 resale and all other expenses that would be due on a Sale under these Conditions.

#### 18. REMOVAL OF LOTS FROM THE SALEGROUND

- (i) The Auctioneers accept no liability for Lots while on the Saleground whether sold or unsold.
  - (ii) 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 5 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.

## Arnolds Keys

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