



AUCTION  
CATALOGUE

# SALE BY ONLINE TIMED AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT 137



LOT 136



LOT 135



LOT 134



LOT 133



LOT 129



LOT 124



LOT 122

**Starts Friday 9th October 2020 at 7.30am ending  
Thursday 15th October 2020 from 12 Noon**

Barrowling Farm  
Carr Road  
North Kelsey  
Lincolnshire  
LN7 6LG

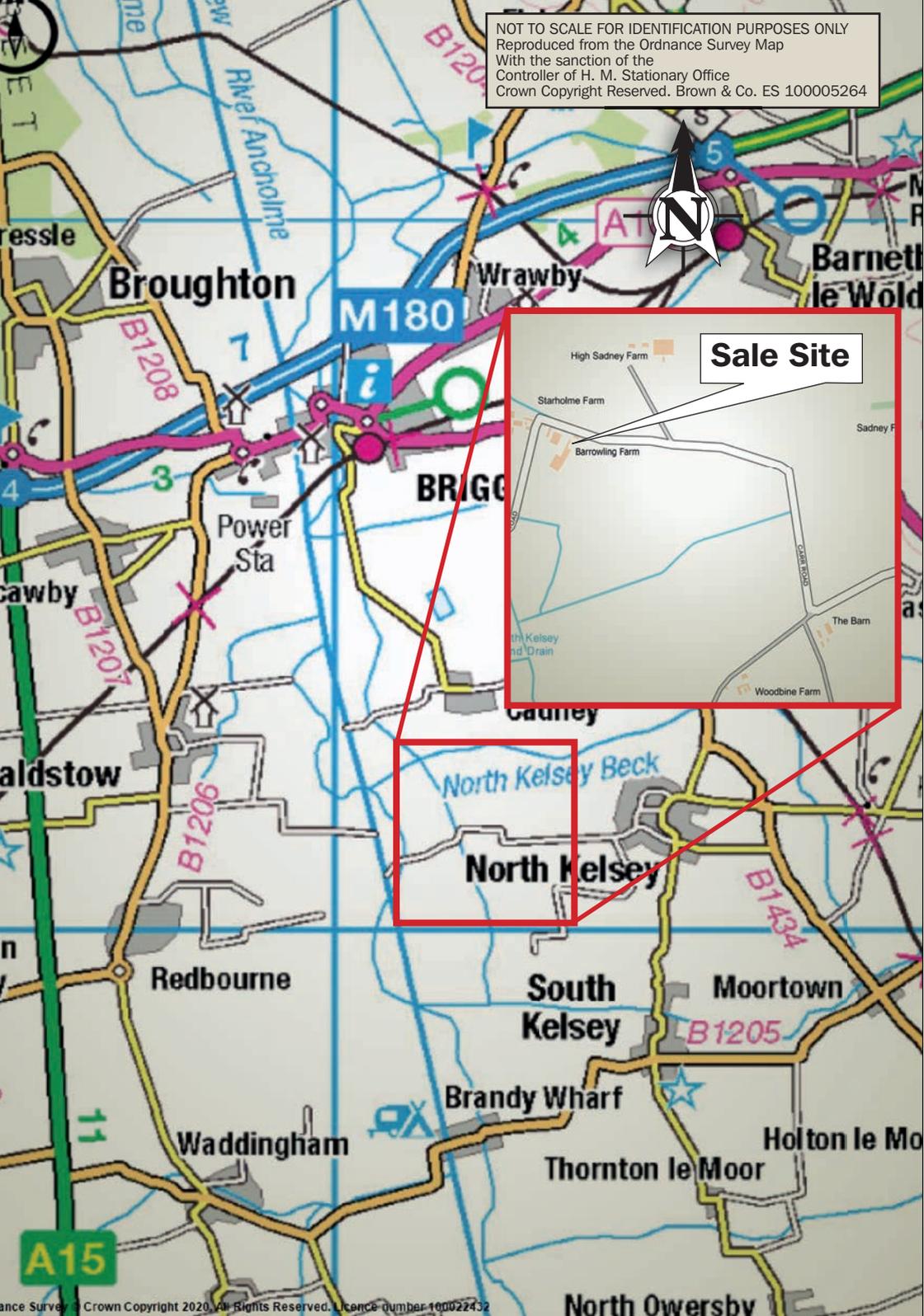
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**BROWN & CO**

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**Sale Site**

On instructions from M H Clayton & Son

## ONLINE TIMED AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



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Commencing on  
Friday 9th October 2020 at 7.30am and ending on  
Thursday 15th October 2020 from 12 Noon

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Viewing: Tuesday 6th October from 10am – 2pm and Thursday 8th October  
from 2pm – 6pm

**Brown & Co Auctioneers Office:**  
6 Market Place, Brigg,  
North Lincolnshire DN20 8HA  
**General Enquiries** - 01652 654833  
**Viewing day and auction enquiries**  
James Walton - 07920 496350  
Anita Riggall - 07966 597930

**BidSpotter.co.uk**  
**i-bidder.com**

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# PURCHASERS PLEASE NOTE:

**LOCATION** - When travelling from the A15/Junction 5 on the M180, join the A18 to Kettleby until you reach the roundabout, then take the 3rd exit continuing along the A18 for a further 3 miles, in Wrawby turn left onto Kettleby Lane, continue along this road for 1 mile before reaching a 'T' junction. At the 'T' junction turn left onto the A1084 (Bigby High Road), then almost immediately turn right onto the B1434 for approx 3 miles, continue straight at the sharp left hand bend onto Brigg Road, follow this road into the village of North Kelsey then turn right onto Middle Street after 1.5 miles, follow Carr Road for 1.2 miles and the sale ground will be located on the right-hand side.

The nearest postcode is LN7 6LG.

All persons attending the viewing are reminded that there may be risks on the site including moving machinery and vehicles and to exercise caution at all times with any children being fully supervised at all times. Any incidents that occur on the sale ground should be reported immediately to the Brown & Co office for details to be recorded.

## COVID 19 GUIDELINES

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

There will be a series of strict measures in place on the viewing days in accordance with HSE and government guidance to mitigate the risk of transmission of COVID-19. Brown & Co request that only people with a genuine intention of purchasing equipment attend the site, this is a business event not a social gathering.

On admittance to the viewing days you will be requested to leave your contact details and addresses, without exception. All visitors to the site will be required to use the hand sanitiser stations on entrance to the site and when attending the Office. It is also requested that visitors bring their own PPE, face masks and their own pens.

Social distancing measures will be in place and visitors must adhere to them at all times. In the event that visitors fail to comply, they will be requested to leave the site.

Brown & Co continue 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 and the advice enclosed above, please contact the auctioneers.

**BUYER'S PREMIUM** - A Buyer's premium of 3% of the hammer price is payable on all lots. This is subject to VAT @ 20%. An additional online bidding premium applies in addition to the 3% buyers premium, see below for details.

**ONLINE BIDDING** - Live online bidding will be available at this sale via [i-bidder.com](http://i-bidder.com) or [bidspotter.co.uk](http://bidspotter.co.uk). A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through [i-bidder.com](http://i-bidder.com) or [bidspotter.co.uk](http://bidspotter.co.uk). We recommend that registration for online bidding is made before the day of the sale. Brown & Co accepts no liability whatsoever for any loss of connectivity and 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.

**PAYMENT** - All lots become the sole risk of the buyer at the fall of the hammer. The property in a lot purchased shall not pass to the buyer or be removed until payment has been cleared of the full purchase price (including commission and VAT) to the auctioneers. All lots must be paid for upon the receipt of the invoice sent by the auctioneers and within 1 week of the sale date.

**CHEQUE PAYMENTS** - Buyers unknown to the auctioneers wishing to pay by cheque with immediate clearance must be accompanied by a written Bank reference for a sum equal to or in excess of the total invoice. The reference must specify the sale location, date, the account details upon which the cheque will be drawn and the amount up to which their cheque will be honoured. We are able to accept VISA debit cards only. Payments by credit card are not acceptable. In order to comply with Money Laundering Regulations 2017 we are unable to accept cash payments for sums in excess of £7,500 either as a single payment or multiple payments totalling £7,500.

**REMOVAL OF LOTS** - No lots may be removed from site unless accompanied by a receipted invoice. Lots are to be removed from the site on the following days only; Friday 16th, Saturday 17th, Monday 19th and Tuesday 20th October. All lots are to be removed by Thursday 22nd October 2020. The collection of lots is strictly by appointment only. The collection and removal of lots is the sole responsibility of the buyer. Any arrangements in respect of the lots being collected by a courier and payments associated with this, is for the buyer to undertake and make.

**LOADING FACILITIES** - Loading facilities will be available until Tuesday 20th October only. Loading outside these times will be strictly by arrangement with

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The logo for Brown & Co, featuring the company name in a stylized, serif font with a decorative flourish on the 'o' in 'Co'. The logo is set against a dark background.

the Sellers. Any lots remaining after Thursday 22nd October 2020 will be re-sold (see section 12 of the Conditions of Sale). The Auctioneers and Seller will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.

Vehicles entering the sale ground for loading must operate below a 5mph speed limit and move with caution.

**BUYER'S FACILITIES** – All registrations for this Online Timed Machinery Auction are provisional and subject to the approval of the auctioneer. Your Highest Bid will be treated as a valid bid even if at the time of placing it the RESERVE is NOT MET. Sellers may ask us to reduce the reserves in the closing hours and put items on sale. Remember when placing a bid you are bidding to buy. Details are provided in good faith. They should not be relied upon as fact and buyers must make their own investigations where measurements, mileages, hours, condition or authenticity are critical. Buyers should make themselves satisfied they are happy with the lot before they bid as viewing is available on all lots by prior appointment, all bids are non-retractable. Potential buyers who do not inspect lots prior to bidding, do so at their own risk. The condition and function of an item should be confirmed by the bidder, prior to bidding. As there will be NO refunds or allowance given after the closure of the bidding process. Your bid is your commitment to purchase. Transgression of these rules will be reported to i-bidder.com or bidspotter.co.uk and the bidder will be blocked from taking part in any future i-bidder.com or bidspotter.co.uk sales. No warranty is offered or implied. Each lot is bought and sold as seen. Viewing is welcome and recommended. If a bid is placed during the last 3 minutes of a lot's closing time then the closing time is updated to end approximately 3 minutes from when the bid is placed.

**VAT** - VAT will be payable on all lots in addition to the hammer price, buyers premium and internet surcharge at the standard rate.

**CONDITIONS** - The sale will be conducted under our standard Conditions of Sale reproduced in 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.

**ENGINE HOURS** - Neither the Sellers nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

**INSPECTION OF EQUIPMENT** – No powered machinery or equipment may be started without the prior approval of a Brown & Co representative during the viewing days.

**FORTHCOMING SALES** - If you wish to receive catalogues of future sales, please leave your name and full address at our pay office.

**CATALOGUE ENTRIES** - Whilst every attempt is made to ensure that the descriptions are accurate, 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 online sale commencing to ensure that the machinery has been delivered onto the sale ground.

**VIEWING** – Tuesday 6th October from 10am – 2pm and Thursday 8th October from 2pm – 6pm only.

**EXPORT OF GOODS** - All goods purchased at Brown & Co auctions that are to be exported or removed from the United Kingdom will:

1. Be dealt with under the requirements set out of HM Customs and Excise publications:
  - a) VAT Notice 703 dated April 2014 – Export of goods from the United Kingdom.
  - b) VAT Notice 712 dated January 2014 – The Single Market.
  - c) VAT Information Sheet 2/00 dated May 2000 – Exports and Removals: Conditions for zero rating
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
  - a) The buyer provides Brown & Co with their VAT/ FISCAL NUMBER (which will be verified with UK Customs & Excise) at the time of purchase.
  - b) The goods are removed from the United Kingdom within three months from the time of supply (the date of auction).
  - c) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from the United Kingdom.

Unless and until the above requirements are fulfilled Buyers will be charged VAT at the United Kingdom standard rate (currently 20%). This will only be refunded if all requirements within the regulations are met within the specified time limits.



# SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

## MISCELLANEOUS TOOLS AND EQUIPMENT

- 1 – 51 Quantity of various tools, equipment, and spares
- 52 Qty of sandstone
- 53 Qty of pantiles
- 54 Qty of pantiles
- 55 Qty of pantiles
- 56 8t trolley jack
- 57 **Stihl** BG86C leaf blower
- 58 **Stihl** MS180 14inch chainsaw
- 59 **EFCO** tr1551 2 stroke posthole borer (6 inch auger)
- 60 **Dirt Driver** Bulldog -mark 4 230V (single phase)  
pressure washer, c/w lance. Serial: BD.2171/0912
- 61 **Bentall** roller mill, single phase, c/w hopper.
- 62 **Horstine** Microband applicator
- 63 **Stocks AG** pro65 mark 5 slug pellet broadcaster, on 3  
point linkage, electric control. c/w control box.
- 64 650kg front mounted weight block
- 65 **Zuidberg** 900kg front mounted weight block

## WHEELS & TYRES

- 66 Pair of 16.9/14R34 front dual wheel tyres
- 67 Pair of 19.4/14R34 rear dual wheel tyres
- 68 Pair of wheels to fit **Case** Puma with 380/85R30 BKT  
tyres



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- 69 Pair of wheels to fit **Case** Puma with 380/90R46  
Continental tyres
- 70-80 Spare Lots

**ATTACHMENTS**

- 81 **Manitou** bucket (no bracket)
- 82 Grain bucket with **Manitou** fittings
- 83 **Sanderson** grain bucket with **Manitou** fittings, c/w  
**Suton** hydraulic yard brush

**POTATO EQUIPMENT**

- 84-88 Qty of 1 tonne potato boxes
- 89-93 Qty of 1.1 tonne potato boxes
- 94-98 Qty of 1.2 tonne potato boxes
- 99 **Nicholson** 3m 3 row ridger and weeder
- 100 **Ransomes** 3 row ridger
- 101 **Pearson** 60/80 jumbo bed former
- 102 1997 **Reekie** RT17S front mounted bed tiller, c/w  
**Lemken** press
- 103 2006 **Reekie** RT-170B bed tiller. Serial: 408676
- 104 1997 **Grimme** GL32B 2 row potato planter, auto  
levelling, ridging hood, tipping hopper, hopper and  
belt agitation, hydraulic headland cut off and green  
cups





## SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 105 2016 **Cousins** DR3R 2 row disc ridger and weeder.  
On farm from new
- 106 1997 **Grimme** Combistar CS1500 de-stoner.  
Serial: 0405
- 107 **Grimme GZ 1700 DLS** wheeldrive potato harvester,  
single multistep (recently refurbished rubber rollers),  
4 man picking platform, self-levelling.  
Serial: 44200694
- 108 50mm web to fit **Grimme** GZ 1700 DLS potato  
harvester

### IMPLEMENTS

- 109 1989 **Reco** 3 leg angle plough. Serial: 82539.
- 110 2010 **Lemken** Europal7 4+1 furrow, manual vari-  
width, slatted body reversible plough, with folding  
hydraulic press arm. Serial: 350605
- 111 **Lemken** variopack 110 2m furrow press.  
Serial: 17582612836
- 112 3.5m **Flexi Coil**
- 113 **Flexi Coil** FP734 furrow press. Serial: 68818.
- 114 **McConnel** 7 leg 3m shakaerator with double D ring  
light packer (shaker unit only requires repair)
- 115 **Bomford** 2.5m 9 tine supaflow
- 116 3m pig tail drag
- 117 **MF** 137 3.7m spring tine drag



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- 118 **Kongskilde** 5m hydraulic folding spring tine drag with following harrow.
- 119 2009 **Lemken** Zirkon 7/300s 3m power harrow and packer roller. Serial: 341858
- 120 2012 **Kverneland** CLC EVO wing 3m 7 leg cultivator with mixing discs.
- 121 2015 **Kverneland** NG-2 101 4m power harrow and heavy duty packer roller with quick release tines. On farm from new. Serial: MAPOHXX106947
- 122 **NRH Engineering** 6.3m hydraulic folding Cambridge rolls. Serial: 3829314
- 123 2002 **Kverneland** Accord T-S400 4m hydraulic folding drill, c/w tramline markers, wheel eradicators, 1000 speed fan.
- 124 2012 **KRM** M2W plus fertiliser spreader, calibrator controlled, twin discs, weigh cells, E2 & E6 veins, hopper cover, c/w control box
- 125 1998 **Pearson Rapier** DP180NT front mounted topper. Serial: 11860
- 126 2006 **Kuhn** BNG 270 2.7m heavy duty topper. Serial: 060326
- 127 1996 **Fransgard** RV300 tedder. Serial: 111598
- 128 2012 **Kverneland** Taarup 9439 3.6m grass tedder. On farm from new. Serial: VF69578887





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AND EQUIPMENT**



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## SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

### SPRAYER

- 129 2008 **Amazone** UF1201 hydraulic folding mounted sprayer, 20m booms, 1300 litre tank, triple nozzles, induction hopper, 5 stage boom switch off, pressure washer, PPE box, clean water and hand washing tank, c/w control box. On farm from new.  
Serial: UF10008792

### GRAIN DRYER

- 130 2002 **Opico** 325 XE mobile grain dryer, 9t per hour drying capacity, auger loading, hydraulic unloading, PTO driven, c/w bean, cereal and OSR sieves.  
Serial: 340404

### TRAILERS

- 131 2011 **Ifor Williams** LM105G 10ft twin axle flatbed trailer, with drop sides and spare wheel. On ST-600 wheels and tyres.
- 132 1973 **Pettit** twin axle wooden tipping grain trailer, with drop sides. Serial: 17636
- 133 2000 **Triffit Trailers** 25ft twin axle flat bed bale trailer with on 15.0/70-18 8 stud wheels and tyres, c/w stap box. On farm from new.  
Serial: 4501



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- 134     2005 **Triffit Trailers** 11t twin axle grain trailer, hydraulic tailgate and manual chute, on 385/65R22.5 8 stud wheels and tyres. On farm from new. Serial: 5303
- 135     2015 **Bailey Trailers** 33ft twin axle flat bed bale trailer, sprung drawbar, led lights, hydraulic brakes, air ready, on commercial axles with 385/65R22.5 10 stud wheels and tyres, c/w strap box. Serial: 14437

**TRACTORS**

- 136     2015 **Valtra** T174 50kph tractor, powershift transmission, air suspension, 2 front and 4 rear spool valves, front linkage, datagged. On 540/65R28 front and 650/65R38 rear wheels and tyres. Reg: YX15 AFE. Hours: 3,038. Serial: YK5T174V0FS027024
- 137     2018 **Massey Ferguson** 7716 S Dyna 6 Efficient 50kph tractor, air suspension, 2 front and 4 rear spool valves, front linkage, front PTO, satellite ready, Ad Blue, datagged. On 16.9R28 front and 20.8R38 rear wheels and tyres. On farm from new. Reg: YX18 ABZ. Hours: 1,804. Serial: e13\*167/2013\*00100

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





# FORTHCOMING AUCTIONS



## **Saturday 19th September 2020 at 10.00am**

Peacock & Binnington, The Old Foundry, Bridge Street, Brigg, DN20 8NR

A collective auction of modern farm machinery and equipment

Contact: Judy Strawson (07725592223) or James Walton (07920496350)

Email: [judy.strawson@brown-co.com](mailto:judy.strawson@brown-co.com) or [james.walton@brown-co.com](mailto:james.walton@brown-co.com)

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## **Wednesday 23rd September 2020 at 10.30am**

Place Farm, Drayton, Norfolk, NR8 6HD

Dispersal Sale by Auction of Combine, Tractors, Trailers, Implements & Machinery

Contact: Simon Wearmouth (07768 465744)

Email: [simon.wearmouth@brown-co.com](mailto:simon.wearmouth@brown-co.com)

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## **Wednesday 30th September 2020 at 10.30am**

Contact: Thomas Birks (07919 015677) or George Watchorn (07919 015675)

Email: [Thomas.birks@brown-co.com](mailto:Thomas.birks@brown-co.com) or [George.watchorn@brown-co.com](mailto:George.watchorn@brown-co.com)

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Please note that the above dates are 'provisional'. In these challenging times Brown&Co continue to follow the government advice issued and should further advice mean that further changes need to be made, we will be sure to update you in the first instance.

George Watchorn | 07919 015675 | [george.watchorn@brown-co.com](mailto:george.watchorn@brown-co.com)

James Walton | 07920 496350 | [james.walton@brown-co.com](mailto:james.walton@brown-co.com)



# CONDITIONS OF SALE FOR LIVE ONLINE MACHINERY AUCTIONS

(with buyer's premium)

## 1 DEFINITIONS

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

"Auctioneers" means Brown & Co – Property and Business Consultants LLP, C.R.N. OC302092 whose registered office address is at Granta Hall, 6 Finkin Street, Grantham NG31 6QZ;

"Host" means iBidder.com or Bidspotter.co.uk – The host website portal for this auction;

"Internet Surcharge" means the surcharge charged to the Purchaser on purchased Lots;

"Conditions" means the standard terms and conditions of business set out in this document;

"Lots" means all or any machinery and other items sold or intended to be sold in accordance with these conditions;

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

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

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

"Saleground" means the venue at which the sale takes place;

"Sale price" means the price at which a Lot is sold to the winning Purchaser; and

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

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

## 2 CONDITIONS OF SALE

(i) All persons registered to bid at the Sale in any capacity are deemed to bid on the understanding that they have read and understood these Conditions.

(ii) These Conditions may be supplemented or superseded by special conditions applicable to specific Sales, any such special conditions will be included within the descriptions of specific lots.

(iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser's trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers.

## 3 HEALTH AND SAFETY

(i) All persons viewing a lot do so at their own risk and with notice of the condition of the premises and their contents.

(ii) All persons viewing a lot are hereby made aware that there may be significant risks on the Sale ground including moving machinery and equipment;

(iii) Caution should be exercised at all times and children and animals/pets must be fully supervised at all times.

(iii) All persons viewing a lot must take notice of all specific health and safety notices on display. If in doubt, please consult the Auctioneers in charge.

(iv) Any accidents or incidents that occur on the Sale ground must be immediately reported to the Auctioneers and details recorded in the appropriate accident book. No powered machinery or equipment should be started without the prior approval of the Auctioneers.

(v) Any vehicles brought onto the Sale ground to collect lots should be operated with extreme caution and within a 5mph speed limit. Loading using machinery should only be undertaken by suitably qualified and experienced operators.

(vi) The Auctioneers shall have the right at their discretion to refuse admission to their premises or those of their clients by any person.

## 4 AUCTIONEERS STATUS

(i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.

(ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.

(iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

## 5 LIMITATION OF LIABILITY

(i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:

(a) any breach of these Conditions however arising;

(b) any use made or resale of the Lots by the Purchaser; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these

Conditions.

(ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:

(a) death or personal injury resulting from negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded or limited by applicable law.

(iii) Without prejudice to clause 5(ii), the Auctioneers shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

(a) loss of profit;

(b) loss of goodwill;

(c) loss of business;

(d) loss of business opportunity;

(e) loss of anticipated saving; or

(f) special, indirect or consequential damage,

suffered by any other party that arises under or in connection with these Conditions.

(iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.

- (v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

## **6 WARRANTY DECISIONS**

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

## **7 RESERVATIONS**

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

## **8 CATALOGUES AND ADVERTISEMENTS**

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

## **9 RESERVE PRICE AND BIDDING**

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

## **10 PAYMENT**

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

## **11 RESERVATION OF TITLE**

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

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

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

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

- (i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.  
(ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to clause 13(v) to clause 13(vii) inclusive set out below.  
(iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of Sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".  
(iv) All electrical items require a current Electrician's Safety Certificate and any item entered into the sale without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers shall have no responsibility for the safe use of the item.  
(v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.  
(vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.  
(vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

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

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

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

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

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

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

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

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

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

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

#### **19 BUYER'S PREMIUM**

The Auctioneers will charge purchasers a Buyers Premium of 3% (plus VAT) on the Hammer Price of each and every Lot purchased

#### **20 INTERNET SURCHARGE**

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

#### **21 THIRD PARTY RIGHTS**

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

#### **22 ENTIRE AGREEMENT**

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

#### **23 SEVERANCE**

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

#### **24 APPLICABLE LAW & JURISDICTION**

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

# BROWN&CO MACHINERY AUCTIONS



Brown&Co have an excellent reputation for providing a professional and successful machinery auction service across UK. We arrange and organise both onsite and national online auctions and both dispersal and collective auctions, meaning we have a service to suit all clients, whether disposing of one item or a full collection. Our auctions are well attended and run smoothly due to our enthusiasm and dedication which ensures a successful outcome for both sellers and buyers.

We conduct sales on behalf of private individuals and businesses as well as Insolvency Practitioners, Local Authorities and Statutory Bodies and for various reasons ranging from retirement to restructuring and we are able to tailor our service to suit their needs. Our auctions are promoted widely to our extensive database of over 10,000 contacts and we market the sale thoroughly including social media and website.

Our experience and knowledge ensures sale proceeds are maximised and the whole auction is conducted in an efficient way. Please feel free to contact us with any queries; whatever your location.



# EXPERT AUCTIONEERS OF FARM MACHINERY AND EQUIPMENT



LOT 104



LOT 119



LOT 120



LOT 121



LOT 110



LOT 123



LOT 126



LOT 128

**Brown & Co Auctioneers Office:**  
6 Market Place, Brigg,  
North Lincolnshire DN20 8HA  
**General Enquiries - 01652 654833**  
**Viewing day and auction enquiries**  
James Walton - 07920 496350  
Anita Riggall - 07966 597930

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