



AUCTION
CATALOGUE

SALE BY AUCTION OF FARM MACHINERY AND EQUIPMENT



LOT 149



LOT 150



LOT 148



LOT 147



LOT 138



LOT 139



LOT 146



LOT 130

Thursday 29th July 2021 at 10.00am

Ashby Shrubs
Desford
Leicester
LE9 9JD

BidSpotter.co.uk

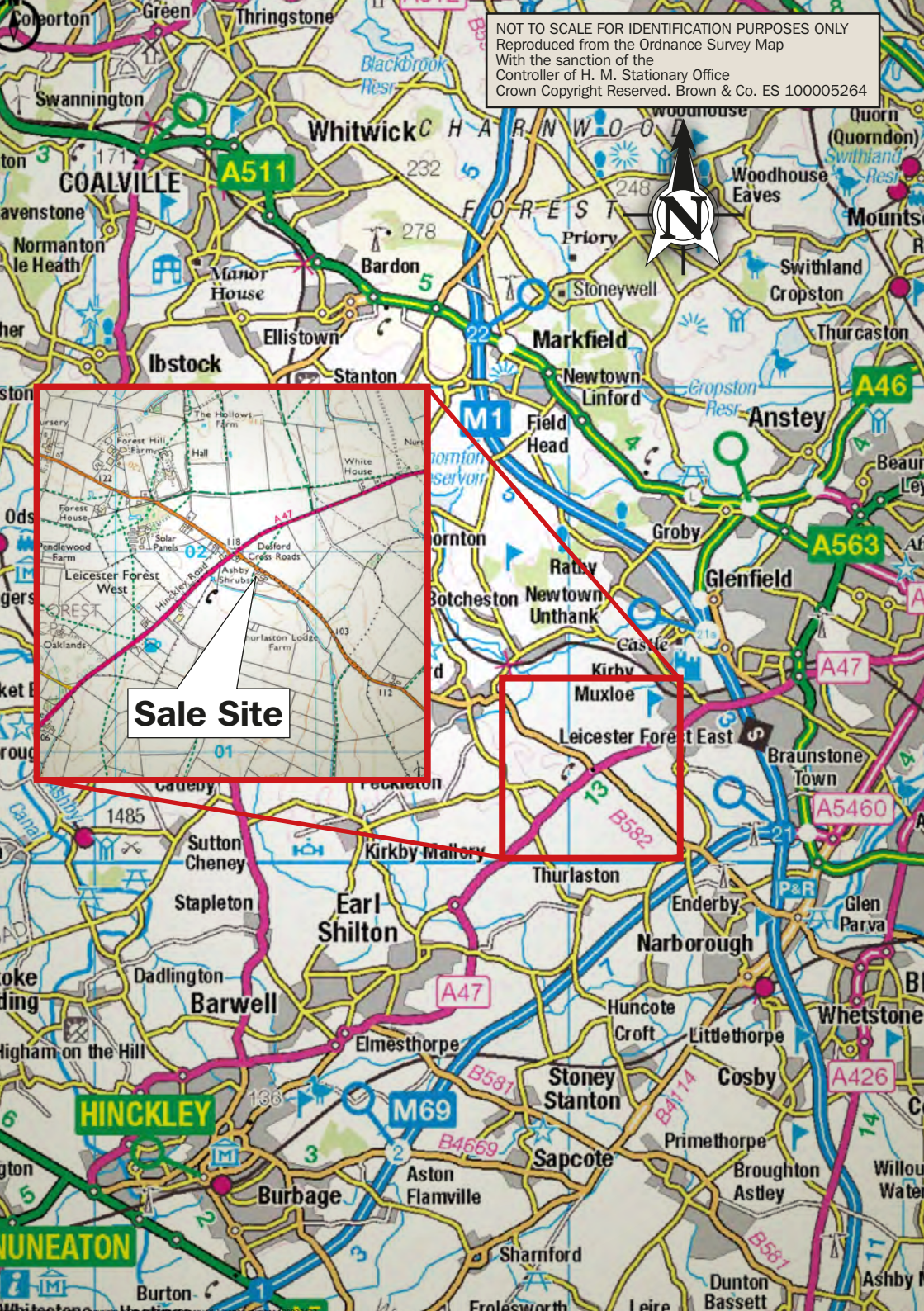
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BROWN & CO

FOX BENNETT

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On instructions from the J F Moore Partnership

AUCTION OF TRACTORS, TRAILERS, CULTIVATION EQUIPMENT, IMPLEMENTS AND SUNDRIES



Thursday 29th July 2021
Commencing 10.00am prompt
Ashby Shrubs, Desford, Leicester, LE9 9JD

Viewing: 10.00am until 4.00pm on Wednesday 28th July 2021
and of the morning of the sale from 8.00am only

Brown & Co Fox Bennett Auctioneers Office:
6 Lewis Court, Thorpe Way, Grove Park, Enderby,
Leicester, LE19 1SD
General Enquiries: 01162 894719
Viewing Day and Sale Day Enquiries:
George Watchorn – 07919 015675
Jon Clampin – 07717 512498
David Bennett – 07711 691569
Email: george.watchorn@brown-co.com
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PURCHASERS PLEASE NOTE:

LOCATION – Heading South on the M1 leave the motorway at Junction 21. Keep in the left lane at the fork and follow signs for A5460 / Leicester and merge onto the A5460. At the roundabout take the 4th exit onto the Narborough Road (B4114). After 0.5 miles take the right onto Leicester Lane and follow for approximately 1 mile. On approaching Enderby turn right on to the B582 and follow for approximately 2.5 miles. The sale ground is located on your left.

When approaching from Hinckley head East on the A47. After 1.2 miles at the roundabout take the 2nd exit onto Leicester Road (A47). Continue for approximately 0.3 miles and take the 2nd exit at the next roundabout. Continue on the A47 and after approximately 2.5 miles turn right onto the Desford Road / B582. The sale ground is located on your right after 300 yards.

The sale ground will be signposted on the sale day. The nearest postcode for the sale ground is LE9 9JD.

All persons attending the sale ground 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. No vehicles will be permitted onto the sale ground during the sale.

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 or sale days on site.

There will be a series of strict measures in place on the viewing and sale days in accordance with HSE and government guidance to mitigate the risk of transmission of COVID-19. Brown & Co Fox Bennett 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 and sale 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 Fox Bennett 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.

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. All lots are to be removed by Thursday 5th August 2021.

LOADING FACILITIES - Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after Thursday 5th August 2021 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 potential Buyers are requested to register with the Auctioneers and complete a Buyer's Number Slip and be allocated a Buyer's Number. Bids may not be accepted without a Buyer's Number.

BUYER'S PREMIUM - There will be no Buyers Premium.

ONLINE BIDDING - Live online bidding will be available at this sale via i-bidder.com or bidspotter.co.uk. A 2% plus VAT internet surcharge will be added to the hammer price

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for successful bids made online through i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale. Brown & Co Fox Bennett 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.

VAT - VAT will be payable on all lots in addition to the hammer price 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.

REFRESHMENTS - These will be available on the sale day.

COMMISSIONS - The Auctioneers will be pleased to take written commission bids prior to the sale. Forms are available on request.

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 Fox Bennett representative.

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 sale to ensure that the machinery has been delivered onto the sale ground.

VIEWING – Wednesday 28th July 2021 from 10.00am to 4.00pm and on the morning of the sale from 8.00am.

EXPORT OF GOODS - All goods purchased at Brown & Co Fox Bennett 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 January 2021 – Goods exported from the UK from January 2021.

2. Be ZERO RATED for VAT purposes subject to the following conditions being met:

- a) The goods are removed from Great Britain within three months from the time of supply (the date of auction).
- b) Brown & Co Fox Bennett are provided with valid commercial documentary evidence that the goods have been removed from Great Britain within three months of the auction date.

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

Upon receipt of cleared funds the Purchaser at auction takes ownership of the goods and goods will not leave a vendors premises until this is the case.

The Purchaser or their agent will be responsible for removing the goods from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

Neither Brown & Co Fox Bennett or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent.

Further Guidance is available here for goods leaving the United Kingdom:
<https://www.gov.uk/check-customs-declaration>



SALE BY AUCTION OF FARM MACHINERY AND EQUIPMENT

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MISCELLANEOUS HOUSEHOLD EFFECTS, SPARES & EQUIPMENT

- 1 Quantity miscellaneous metal
- 2 - 21 Quantity miscellaneous household effects and spares
- 22 6ft artificial Christmas tree
- 23 **Maximuscle** workout mats and gym equipment
- 24 Table tennis table
- 25 Kitchen table
- 26 Quantity patio chairs
- 27 Cooker hood
- 28 Quantity pots and pans
- 29 Garden BBQ/grill
- 30 **Sunshine Legend** 3000 gas BBQ
- 31 **Tarrington House** gazebo
- 32 Quantity hanging baskets
- 33 Quantity garden equipment
- 34 Quantity garden chairs
- 35 Garden furniture metal sofa set
- 36 **Honda** HRB476C pedestrian lawn mower, petrol
- 37 **Husqvarna** 55 18" chainsaw and helmet

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- 38 **Honda** UNK431 brush cutter, petrol
- 39 **Webb** AB1255 cylinder mower, single phase
- 40 **Levington** pedestrian fertiliser spreader
- 41 Vintage ball barrow
- 42 Quantity miscellaneous tubs, churns and jugs
- 43 4 draw filing cabinet
- 44 Quantity hand tools
- 45 Quantity canes
- 46 Quantity metal fence stakes
- 47 Inflatable boat with oars
- 48 Quantity land drainage pipe
- 49 Pair **Gibbons** aeration fans, single phase
- 50 **Marconi** moisture meter
- 51 Quantity grain aeration spears
- 52 Quantity grain laterals
- 53 Quantity vintage laterals
- 54 Quantity drier tubing
- 55 Quantity bird scarers
- 56 Quantity scaffold tower sections
- 57 Trade extension pole
- 58 5" workbench vice
- 59 Workshop bench

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- 60 Workshop bench with vices, 9ft x 2ft 6"
- 61 Wooden hopper extension
- 62 Air compressor, PTO driven
- 63 50m extension cable, single phase
- 64 **Halfords** 12v automatic battery charger
- 65 2No **Black & Decker** sanders, single phase
- 66 Pair bolt croppers
- 67 Quantity hole boring attachments
- 68 Workshop trolley
- 69 **TJ300** 3t trolley jack
- 70 Welding mask
- 71 Quantity nails
- 72 Air nail gun
- 73 Air impact gun
- 74 Quantity drainage rods
- 75 Solar water pump
- 76 Quantity storage boxes
- 77 Quantity rope pulleys
- 78 1" hose and suction pump
- 79 IBC
- 80 Quantity roof trusses
- 81 Anvil
- 82 Vintage milk hand cart
- 83 Two cart wheels

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- 84 Pig scales with **Gascoigne** weigh clock
- 85 **Bamford** vintage mill
- 86 **Avery** weigh scales
- 87 Pair depth wheels
- 88 Quantity sheep hurdles
- 89 12ft metal gate
- 90 Quantity **Massey Ferguson** front wafer weights
- 91 **SIP** 200 arc welder, 3 phase
- 92 **Evolution** mitre saw, single phase
- 93 **Rockworth** Power Task stone cutter
- 94 **Kubota** AV2500 petrol generator, single phase
- 95 **Kärcher** K7.280 pressure washer, single phase
- 96 **Belle** Minimix cement mixer, single phase
- 97 2019 **ABAC** PRO 200F compressor, 3 phase
- 98 **GS Jumbo** 2000 table saw, single phase
- 99 **AA Dalton Ltd** war department saw bench
- 100 **Tractor Factory** log splitter, hydraulic driven
- 101 **Alvan Blanch** PTO driven fan. Model No: ABSR/35/PTO. Serial No: FH839860

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- 102 Pair **Michelin** 9.5-44 (8 stud) row crop
wheels and tyres
103-110 Spare lots

SOLD IN SITU

- 111 Metal straw burning chamber, sold in situ,
buyer to remove
112 Metal shipping container, sold in situ,
buyer to remove
113 2015 **Poundfield Products Ltd** Betaloc XL
interlocking concrete blocks, sold in situ,
buyer to remove

ATTACHMENTS

- 114 **TracLift** pallet tines with **Euro 8**
attachments
115 Bale spike
116 **Albutt** bale spike, no attachments
117 Bale spike with **Q-fit** attachments
118 2013 **Strimech** X-Form 2m³ general
purpose bucket with **Q-fit** attachments.
Serial No: 204253

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- 119 2015 **Strimech** GP8-76 grain pusher
with **Q-fit** attachments.
Serial No: 21470

IMPLEMENTS & CULTIVATON EQUIPMENT

- 120 Grain auger
121 Grain auger, 4"
122 Vintage bale elevator with **Briggs &
Stratton** engine, spares or repairs
123 Rear crumbler bar, 10ft
124 2No vintage rolls
125 Chain harrow sections and bar
126 **Grays** 5ft transport box, linkage mounted
127 8ft fixed tine tool bar
128 2006 **Bomford Turner** Twin-Blade 2700
grass topper
Serial No: 1118T06
129 **Lely** Super Zip 380 twin rota tedder rake.
Serial No: 9730504
130 **KRM Bogballe** 24m twin disc fertiliser
spreader with hopper extensions.
Serial No: 8063-707

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- 131 **Lely** Autoglide (90 Series) 12m linkage mounted sprayer, 1000l tank.
Serial No: 951108
- 132 2003 **Knight** 24m linkage mounted sprayer, 1100l tank. Serial No: 002701412
- 133 9ft spring tine cultivator, linkage mounted
- 134 **Cousins** V Form 5 leg soil loosener with rear crumbler and depth wheels
- 135 **Kverneland** LD85 5f (4+1f) reversible plough with skimmers, hydraulic vari-width
- 136 **Rabewerk** PKE300 3m power harrow with rear crumbler and rear linkage.
Serial No: 19805-2
- 137 **Amazone** AD 302 Drillstar 3m piggy back seed drill. Serial No: 39012289
- 138 2007 **KRM** Soladrill 799 4m tine drill with leading tines, tramline markers and spare tyre. Serial No: 46029
- 139 2011 **NRH Engineering** 6m CRSC6 Cambridge rolls, hydraulic folding.
Serial No: 2619-11
- 140-143 Spare lots

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TRAILERS

- 144 Fuel bowser, twin axle
- 145 **Weeks** 3t drop side trailer, manual tailgate and grain chute on 10.5-65-16SL wheels and tyres
- 146 **Collins Pontrilas** 8t twin axle grain trailer, manual tailgate and grain chute on 11.5/80-15.3 wheels and tyres.
Serial No: 31838
- 147 1996 **AS Marston** 10t twin axle grain trailer, manual tailgate and grain chute on 12.5/80-15.3 wheels and tyres.
Serial No: 204611
- 148 **K-Two** Rodeo 120 12t twin axle grain trailer, hydraulic tailgate and grain chute with silage sides on 385/65R22.5 wheels and tyres. Serial No: K2T060612970

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SALE BY AUCTION OF FARM MACHINERY AND EQUIPMENT

TRACTORS

- 149 2007 **Zetor** 10641 4wd tractor with **TracLift** 260SL front loader, 3 manual spools on 420/70R24 front and 520/70R38 rear wheels and tyres. Reg: AE57 KWM. Hours: 1,079. Serial No: T1064108479J
- 150 2016 **Case** Puma 165 50kph Powershift 4wd tractor, cab suspension, 4 electric spools, air brakes with 1000kg front weight block on 540/65R28 front and 650/65R38 rear wheels and tyres. Datatag Registered. Reg: EX16 PHV. Hours: 1,766. Serial No: ZGEP51685

SALE OF TRACTORS, TRAILERS, CULTIVATION EQUIPMENT AND IMPLEMENTS



SALE BY AUCTION

At Ratby Grange, Ratby Lane, Markfield, Leicestershire LE67 9RJ
Of Tractors, Materials Handler, Trailers and Livestock Equipment

On Thursday 29th July 2021 at 2.30pm

****COVID-19 SOCIAL DISTANCING REQUIRED****



Including: Tractors: Case CS130 (01), New Holland 8340 (97), Ford 6610 2wd with Fauchaux 885 loader (85); **Materials Handler:** Merlo TurboFarmer TF42.7 (14), Strimech manure grab (16), Cherry Products bucket (15), MX feeder bucket (13), McHale BH RD bale squeeze (13); **Vehicle:** Isuzu Bighorn 3.1D Intercooler (95); **Trailers & Implements:** Ifor Williams TA510G3 livestock (07), Portequip 24ft bale, 18ft bale, Henton Brabazon 10t grain, 2No Henton 6t grain, Kuhn Primor 3570M straw shredder (14), LWJ Engineering HF20 6m chain harrows, Moulton yard scraper; **Livestock & Miscellaneous:** IAE Centurion cattle crush (04), IAE calf crush, 15ft diagonal feed barriers, creep feeder, ring feeders, crash barriers, calving aids, Tuffa 2500l diesel tank, Superior SM200 static roller mill, Brice Baker 6" grain auger; **Further Entries:** 4No IAE galvanised troughs, 2No cattle crush, National DL 8ft gang mowers, Mini tractor, Fleming 8ft flat roll, Shelbourne Parmiter 2.9m grass harrow, JF CM170 2 disc mower, transport box, slurry tanker 800gal, JCB 2CXL loader, Caterpillar V80E 2t forklift, Goodyear terra tyres etc.

FOR A DETAILED LOTLIST & CATALOGUE VISIT BROWN-CO.COM

Viewing strictly by appointment only on

Wednesday 28th July 2021 10am -4pm.

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CONDITIONS OF SALE FOR MACHINERY SALE BY AUCTION

(with no 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 ("Brown & Co"), C.R.N. OC302092 whose registered office address is at The Atrium, St. Georges Street, Norwich, England, NR3 1AB;
"Commission" means the commission charged on the sale of Lots;
"Conditions" means the standard terms and conditions of business set out in this document;
"Lots" means all or any machinery and other items sold or intended to be sold in accordance with these conditions;
"Purchaser" means a person, firm or Company who purchase any Lot;
"Vendor" means a person, firm or Company who puts forward any Lot intended to be sold at the sale;
"Sale" means a sale of the Lots by auction from time to time organized by the auctioneers;
"Saleground" means the venue at which the sale takes place;
"Hammer Price" means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; 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 includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

- (i) All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions.
(ii) These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneers who will announce any departures at the start of the sale.
(iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser's trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers if this is not correct.

3 HEALTH AND SAFETY

- (i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.
(ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment;
(iii) Caution should be exercised at all times and children must be fully supervised at all times.
(iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.
(v) Any accidents or incidents that occur on the Saleground must be immediately reported to Brown & Co Fox Bennett and details recorded in the accident book.
(vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.
(vii) No vehicles are permitted on the Saleground during the sale.
(viii) Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.
(ix) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

4 AUCTIONEERS STATUS

- (i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.
(ii) The parties to the contract of sale are the Vendor and the Purchaser. 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 Auctioneer 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 17(iv).

7 RESERVATIONS

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

8 CATALOGUES AND ADVERTISEMENTS

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

9 RESERVE PRICE AND BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
(ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
(iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance a bid less than a sum to be named from time to time by the Auctioneer.
(iv) All Lots must be inspected by the 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.
(v) The Auctioneers may accept written or verbal instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their Staff to bid for any Lots or for failure of telecommunications relating to bids made.
(vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
(x) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot. The Vendor may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any Lot at any time before the sale of such Lot.

10 PAYMENT

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

11 RESPONSIBILITY FOR LOTS

After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

12 RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Saleground for resale.
(ii) Title to Lots shall not pass to the 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 12(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.

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

13 BUYER'S PREMIUM

There will be no buyer's premium.

14 INTERNET SURCHARGE

A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through i-bidder.com or bidspotter.co.uk.

15 VALUE ADDED TAX ON PURCHASE PRICE

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

16 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 15(v) to clause 15(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 delivered without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers and Vendor shall have no responsibility for the safe use of the item.
- (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.

17 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.

18 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; 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) with seven days of the Purchaser’s notice; and
 - (d) within seven days 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 practice 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.

19 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.

20 AUCTIONEERS’ RIGHT TO ANNUL SALES

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

21 REMOVAL OF LOTS FROM SALEGROUND

- (i) All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers’ offices. All Lots must be checked out by a representative of the Auctioneers.
- (ii) All Lots purchased must be cleared from the Saleground within seven days of the date of the Sale in which they were purchased.
- (iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 20(ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Saleground.

22 THIRD PARTY RIGHTS

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

23 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.

24 SEVERANCE

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

25 APPLICABLE LAW

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

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Brown&Co have an excellent reputation for providing Professional and successful machinery auction service throughout England. We arrange and organise both on site 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.

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LOT 112



LOT 134



LOT 119

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