



AUCTION
CATALOGUE

SALE BY AUCTION OF MODERN FARM MACHINERY AND LIVESTOCK EQUIPMENT



LOT 342



LOT 358



LOT 356



LOT 344



LOT 315



LOT 300



LOT 301



LOT 339

[BidSpotter.co.uk](https://www.BidSpotter.co.uk)

[i-bidder.com](https://www.i-bidder.com)

Thursday 8th September 2022 at 10.30am

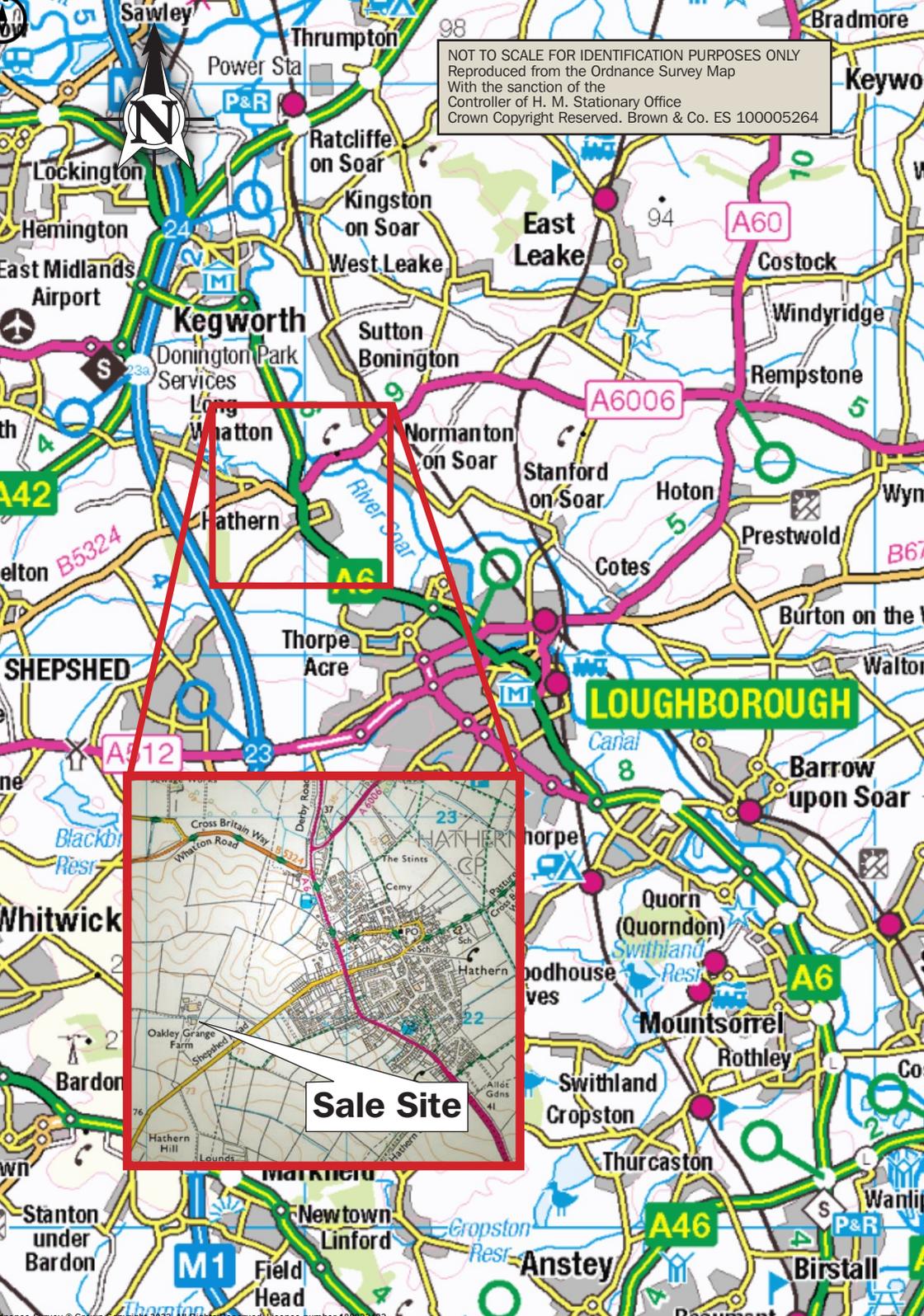
Oakley Grange Farm
Shephed Road
Hathern
Loughborough
LE12 5LL

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On instructions from RW & ID Mee following retirement

AUCTION OF TRACTORS, MATERIALS HANDLER, TRAILERS, CULTIVATION, GRASSLAND & LIVESTOCK HANDLING EQUIPMENT



Thursday 8th September 2022
Commencing 10.30am prompt
Oakley Grange Farm, Shepshed Road, Hathern,
Loughborough, Leicestershire, LE12 5LL

Viewing: 10am until 4pm on Wednesday 7th September 2022
and of the morning of the sale from 8am only

Brown&Co Fox Bennett Auctioneers Office:
Leicester Office, 5 Geoff Monk Way,
Birstall, Leicester LE4 3BU
General Enquiries: 0116 289 4719
Viewing Day and Sale Day Enquiries:
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Jon Clampin 07717 512498
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PURCHASERS PLEASE NOTE:

LOCATION – From the M1, exit at Junction 23 towards Loughborough and Shepshed. Take the exit for Shepshed and continue along the A512. After approximately 0.5 miles turn right onto Leicester Road. Follow Leicester Road for approximately 0.7 miles and at the mini roundabout take the first exit onto Kirkhill. At the next mini-roundabout take the second exit onto Field Street and at the next mini-roundabout turn right onto Brook Street. Follow Brook Street out of Shepshed where it leads onto Hathern Road. After going under the M1 Motorway the farm is located approximately 1 mile on the left-hand side.

From Loughborough head north on the A6 towards Hathern. In Hathern at the traffic lights turn left onto Shepshed Road. The Farm is located approximately 0.3 miles on the right-hand side.

The sale ground will be signposted on the sale day. **The nearest postcode for the sale ground is LE12 5LL.**

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 Fox Bennett 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 requested 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 must be removed by Thursday 15th September 2022.

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 15th September 2022 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.

Please note that Lot 294 – Manitou Elite 737-130 materials handler is reserved for loading until Thursday 15th September 2022.

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.

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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 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 7th September 2022 between 10am and 4pm and on the morning of the sale from 8am.

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 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>



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MISCELLANEOUS WORKSHOP EQUIPMENT & SPARES

- 1-49 Quantity miscellaneous equipment and spares
- 50-58 Quantity dry fire wood in steel crates
- 59-62 Quantity steel stillage and contents
- 63-69 Quantity shelving / workshop racking
- 70 Workshop welding bench 2m x 1m
- 71-74 Workshop bench
- 75 Quantity aluminium ladders and steps
- 76-77 4No filing cabinets
- 78 3No Belfast sinks
- 79 Quantity 2' x 3' concrete slabs
- 80 Quantity **Swithland** slate
- 81 Quantity hazard signs
- 82 Sack barrow
- 83 **Geest** 805 pedestrian pallet truck
- 84 Quantity plumbing fittings
- 85 2No Gas fired bird scarers
- 86 Quantity batteries
- 87 Quantity engines
- 88 Quantity Suffolk coulters
- 89 Quantity top links
- 90 Quantity dual wheel clamps
- 91 Quantity hay making equipment spares
- 92 Quantity spring tines
- 93 Quantity various cultivator tines
- 94 Quantity **Bomford** Dyna-Drive tines
- 95 Quantity **Dowdeswell** plough spares
- 96 Quantity flat lift spares
- 97 Quantity **John Deere** 410 Mulch Tiller spares
- 98 Quantity **Howard** Rotavator spares
- 99 Quantity drill spares to include wheel track eradicators and bout markers
- 100 Quantity PTO shafts and accessories

AUCTION OF MODERN FARM MACHINERY AND LIVESTOCK EQUIPMENT



- 101 **Castrol** oil dispenser and pump
- 102 **Niaema** air powered staple gun
- 103 **Butters** 223 MiG welder, 3 phase
- 104 **Farm Feed System**, 3 phase pelleter, unused.
Serial No: 51180
- 105-106 Pedestrian rotavator
- 107 **Howard** 18" pedestrian rotavator with **Kohler** engine
- 108 Single axle wooden car trailer, 3' 5" x 4'
- 109-113 Quantity gravel bags for silage clamps with top sheets
- 114 2No **Michelin** 460/70R24 tyres (repaired)
- 115 **Hydrovane** trailed compressor with 4 cylinder **Ford** diesel engine, single axle
- 116 **Titan** FM2500 bunded fuel tank with 240v pump and meter
- 117 Wooden ornamental garden tractor, buyer to remove
- 118 Quantity plant pots
- 119-120 Quantity metal seed corn bins with pallet tine attachments
- 121 Feed bin with hydraulic auger and stirrer
- 122-123 Metal feed bin on stand
- 124 4" grain auger, 3 phase
- 125 2No 19' x 2' concrete panels
- 126 1No 19' x 4' concrete panel
- 127 1No 15' x 4' concrete panel
- 128 1No 15' 6" x 4' concrete panel
- 129 2No 13' 8" x 4' concrete panels
- 130 2No 14' 11" x 4' concrete panel
- 131-134 Spare lots

SOLD-IN-SITU

- 135-136 20' Storage container complete with inside racking, wooden floor, sold in situ, buyer to remove

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- 137 **Law Dennis** EAC350 rotary grain cleaner with 4No sieves and 3No augers, 3 phase, sold in situ, buyer to remove
- 138 Grain conveyor c.40t/hour, 3 phase, sold in situ, buyer to remove
- 139 25t **Crittall** bin with tapered bottom, sold in situ, buyer to remove
- 140-141 2No 10t Industrial grain bins, sold in situ, buyer to remove
- 142 18m x 8m Softwood grain drying floor, sold in situ, buyer to remove
- 143 Galvanised grain tunnelling 60' length, sold in situ, buyer to remove
- 144 **Rekord** grain stirrer, 3 phase, sold in situ, buyer to remove
- 145 **Akron** 30' grain auger, 3 phase, sold in situ, buyer to remove

LIVESTOCK & HANDLING EQUIPMENT

- 146 2No packs **Shield** 1800x85-90 new wooden fence posts (c.220 posts)
- 147-152 Quantity plastic electric fence stakes
- 153 Fence energizer 240v
- 154 Quantity 12v fence energisers
- 155 **Rappa** ATV fence winder
- 156-159 5No. **Gallagher** spider wheels
- 160-171 Quantity gate fixings
- 172 Quantity galvanised gate posts
- 173-184 Quantity miscellaneous gates
- 185 Quantity poultry feeders / drinkers
- 186 Galvanised pig feeder with pallet tine attachments
- 187-188 2No galvanised pig feeders with pallet tine attachments
- 189 Quantity black plastic pig feeders

- 190-194 2No pig arcs
- 195 2No farrowing pens
- 196 **Longhorn** 12v shearing piece. Serial No: Y403
- 197 **Heatwave** Milk Warmer, lamb / calf milk feeder, single phase
- 198 2No plastic molasses feeders
- 199 **Daytek** galvanised twin axle big bale ground driven unroller trailer for UTV, ball hitch attachment
- 200 Quantity leather bull halters
- 201-202 Quantity calf milk feeding buckets
- 203 Galvanised cattle ring feeder
- 204-205 Galvanised calf creep feeder
- 206-210 2No 7' 6" concrete forage troughs
- 211-220 Quantity concrete water troughs
- 221-225 Quantity galvanised water troughs
- 226 Quantity 10' diagonal feed barriers
- 227-228 Quantity 12' diagonal feed barriers
- 229-230 Quantity 15' diagonal feed barriers
- 231-232 Quantity self locking yoke 6m cattle barriers
- 233-235 Self locking yoke 1.2m cattle barrier
- 236 2No 10' **IAE** galvanised cattle hurdles
- 237 6No 10' galvanised cattle hurdles
- 238 6No 8' galvanised cattle hurdles
- 239 **IAE** Centurion self locking catching gate. Serial No: 0466381
- 240 Calving gate with self locking yoke
- 241 **IAE** galvanised cattle crush
- 242 **Tony Binns** galvanised mobile cattle handling system c/w 6No 12ft gates, hydraulic lowering. Serial No: A1111
- 243 Weigh platform and weigh head to suit **Tony Binns** mobile handling system
- 244 2020 **Bateman** galvanised cattle squeeze crush
- 245 **Tru-Test** Weigh platform to suit **Bateman** cattle crush

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- 246 **Iconix** FX1 Series weigh platform and weigh head
- 247-248 Quantity plastic lamb milk feeding buckets
- 249-258 Quantity **Shearwell** wooden feed troughs
- 259 **Solway** plastic ring feeder
- 260-264 Quantity black plastic water troughs
- 265 **Poldenvale** galvanised lamb creep feeder
- 266 **IAE** square galvanised sheep round bale feeder
- 267 Homemade ATV sheep feeder, single axle
- 268-269 Quantity sheep hurdles
- 270 Sheep footbath, corrugated sides
- 271 Mobile sheep scales
- 272 Sheep sorting gate
- 273 **IAE** galvanised 15ft sheep race system complete with various hurdles
- 274 2020 **Ritchie** Combi Clamp, galvanised sheep squeezer and ramp
- 275 2020 **Prattley** 3 way auto-drafter and weigher with **Tru-Test** XRP2 EID reader and **Tru-Test** ID5000 weigh head
- 276 **Tru-Test** XR5000 digital weigh cell.
Serial No: 511146
- 277 **Shearwell** EID SDL440S stick reader
- 278 **Shearwell** Workabout Pro³ handheld screen
- 279 c.2019 **Scotpen** 14' 6" mobile sheep handling system with 24No aluminium hurdles and various gates.
Serial No: L0197
- 280-289 Spare lots

IMPLEMENTS & CULTIVATION EQUIPMENT

- 290 2008 **Twyman** post knocker, hydraulic operated.
Serial No: 459
- 291 **JSA** 20t heavy duty log splitter, hydraulic operated, linkage mounted

- 292 2006 **Palax Combi** M2 fire wood processor, 3 phase, PTO driven. Serial No: 787
- 293 2012 **Rabaud Lourde** 2500 reversible mounted grader, hydraulic operated. Serial No: M9367
- 294 2002 **McConnel** 4.6m batwing rotary topper, hydraulic folding, PTO driven. Serial No: 21435/02
- 295 2015 **Perfect** 2.1m flail mower, reversible mount hydraulic side shift. Serial No: 3032FS
- 296 Side extension arm to suit **Perfect** flail topper
- 297 **CTM** Weed Surfer 6m rotary topper, 10 rotors, PTO driven with end tow kit and high lift kit.
Serial No: 001 M07 039
- 298 2004 **John Deere** 1365 mower conditioner with auto swather, trailed with 3 point linkage attachment.
Serial No: CC1365X353956
- 299 2008 **Lely** Splendimo 320FC 3.2m front mounted mower conditioner, PTO driven.
Serial No: 0003060582
- 300 2012 **Lely** Lotus 1020 Profi 8 rotor tedder, single axle on 15.00/55-17 wheels and tyres, PTO driven, hydraulic folding. Serial No: 0003122114-2011
- 301 2011 **Pottinger** Europ 881A twin rotor rake, PTO driven, hydraulic folding. Serial No: 2500001896
- 302 2000 **Reco** Mengele SH40N trailed forage harvester, 6' pick up bed, rear hitch, PTO driven
- 303 **Wiberg** 6m spring tine cultivator with following harrow, trailed
- 304 **Howard** 8' 6 leg fixed tine cultivator with depth wheels and rear linkage
- 305 **Howard** HB100 8' 9" rotavator with rear crumbler, PTO driven, linkage mounted. Serial No: 802A4581
- 306 **Weaving** 6m stubble rake, hydraulic folding
- 307 **Opico** Soil Saver 14ft heavy duty C tine cultivator, trailed hydraulic lowering

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- 308 1998 **John Deere** 410A Mulch Tiller 5.3m heavy duty cultivator, trailed. Serial No: Z0410A8800049
- 309 **Bomford** Dyna-Drive 16', linkage mounted with rear crumbler. Serial No: 1693R. NB: recently re-tined with self cleaning tine system
- 310 1997 **Dowdeswell** DP100 Series 5f (3+1+1) reversible plough with trash boards, manual vari-width c/w **Claydon** furrow cracker. Serial No: 97MA36159
- 311 **Kuhn** HR4001 power harrow with rear crumbler and end tow kit comes with low loader trailer, PTO driven
- 312 **Spaldings** 90/150 3 leg flat lift with 2 rows of additional spring tines and rear tooth packer, linkage mounted. Serial No: 900806
- 313 **APV** PS260 small seed applicator / seed broadcaster with 6m following harrow
- 314 **Accord** 4m spring tine bean drill c/w end tow kit
- 315 2006 **Weaving** 6m tine drill complete with bout markers c/w **MFDC** 100 control box. Approximate 4000 acres covered. Type: ISE6MTS. Serial No: 622
- 316 3No 8ft Cambridge rolls
- 317 Cambridge rolls 6m, vertical folding
- 318-329 Spare lots

BALE ACCUMULATORS

- 330 **Ritchie** Traileyre System 3000 bale accumulator 12 No. x 4' self loading round bale trailer, single axle on 15.00/55-17 wheels and tyres, hydraulic operated c/w electric control box
- 331 1998 **East Coast Engineering** EBS140 bale accumulator, suited to 13No 6 string bales, twin axle on 385/65R22.5 wheels and tyres. Spares or repairs

TRAILERS, DIET FEEDER & MUCKSPREADER

- 332 **Graham Edwards** DM14t tri-axle livestock trailer, complete with sheep decks, detachable body. Serial No: 76471007 NB: *New axles and braking system fitted July 2022*
- 333 16' 4-wheel bale trailer with wooden floor on 11.5/80 - 15 wheels and tyres
- 334 2006 **Keenan** Klassik 140 diet feeder, single axle on 385/65R22.5 wheels and tyres, PTO driven. Serial No: 14XE08
- 335 2010 **Keenan** Orbital 12t muck spreader, single axle on 550/60R22.5 wheels and tyres. Serial No: OST645
- 336 **Ferguson** 3t wooden sided single axle tipping trailer on 10.5/85-15 wheels and tyres
- 337 **Teagle** 8t twin axle grain trailer on 11.5/80-15.3 wheels and tyres c/w silage side extensions
- 338 1986 **Salop** 10t twin axle grain trailer on 340/65R18 wheels and tyres, sprung drawbar. Serial No: 8677148. Spares or repairs
- 339 2010 **HM Trailers** 14t twin axle grain trailer, hydraulic tailgate, grain chute, sprung drawbar on 385/65R22.5 wheels and tyres c/w rollover sheet and silage side extensions. Serial No: 158
- 340 18' Silage side extensions and auto tailgate to fit **AW-Trailers** 10t grain trailer

AGBAGGER

- 341 **AgBag** self-propelled silage bagger, suited for 10' diameter bags. Hours: 4,368 NB: problem with rear drive bearing. Sold with 2No 90m Budissa Bag 10' circumference bags and spare engine

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UTV

- 342 2016 **Polaris** Ranger 570 Efi 4x4 UTV, manual tip on 205/80-12 front and 280/60-12 rear wheels and tyres. Reg: FJ66 GPV. Hours: 936. Miles: 4,917. Serial No: TAPRMA574HLO01588
- 343 New **TFM Engineering** canopy suited to **Polaris** Ranger

MATERIALS HANDLER & ATTACHMENTS

- 344 2017 **Manitou** MLT Elite 737-130 PS+ materials handler with pallet tines, rear pick hitch on **Michelin** 460/70R24 wheels and tyres. Datatag Registered. Reg No: FJ17 ENL. Hours: 2,281. Serial No: 975392. **NB: This lot is to be reserved for loading of the auction until 15th September 2022**
- 345 2008 **Strimech** muck fork with hydraulic front grab with **Manitou** attachments.
- 346 **Albutt** shear grab with **Manitou** attachments
- 347 2006 **Spread-A-Bale** SBL100 R -18 straw spreader, hydraulic operated with bolt on **Manitou** attachments. Serial No: 49144
- 348 1996 **Slewctic** 6ft general purpose bucket with **Manitou** attachments. Serial: 187
- 349 **Strimech** X-Form BK25-20 general purpose bucket with **Manitou** attachments. Serial No: T81953
- 350 **Suton** Maxi-Fill bucket brush, 2.4m, hydraulic operated
- 351 2016 **CoupEco** Meteor MT90 4 disc hedge/tree trimmer/saw with **Manitou** attachments, hydraulic driven c/w hydraulic flail head attachment. Serial No: 0916021
- 352 **Twose** hydraulic bale squeeze with **Manitou** attachments. Serial No: 446805

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- 353 **Quickfencer** with **Manitou** attachments
- 354 c.2009 **Strimech** man cage (untested), tine mounted

VEHICLE

- 355 2011 **Ford** Transit Connect 110T230, manual, electric windows, partly refrigerated back. Reg No: YP61 WBL. Miles: 21,399. MOT until: 1st March 2023

TRACTORS

- 356 1987 **Fendt** 360GT 2wd tool carrier on 7.50-20 front and 340/85R38 rear wheels and tyres. Reg No: D492 FBP. Hours: 16,774. Serial No: 360/01/0797 complete with steerage hoe. **NB: new engine approximately 5000 hours ago**
- 357 Pair **Michelin** 9.5-44 row crop wheels and tyres suited to **Fendt**
- 358 2009 **John Deere** 6830 Premium 40Kph AutoQuad, 4wd tractor, front TLS, 3 manual spools c/w 2012 **Zuidberg** front linkage and PTO on **Michelin** 540/65R28 front and **Michelin** 650/65R38 rear wheels and tyres. Reg No: FX09 HRA. Hours: 6,009. Serial No: L06830K616222
- 359 Set **Continental** 9.5R36 front and Alliance 11.2R48 rear row crop wheels and tyres to suit **John Deere**
- 360 **John Deere** 900kg front weight block suited to fit front linkage

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INCLUDED BY KIND PERMISSION

- 361 **Ransomes** TSF-200 4 furrow conventional plough with vari-width hydraulic crossshaft. NO VAT
- 362 **Ford** 2000 petrol 2wd tractor with 4 speed gearbox, power steering, drawbar and tipping pipe. Hours: 1,783. NO VAT
- 363 **Ford** 2000 diesel 2wd tractor, full restoration including engine rebuild, shotblast and respray in 2012. Reg No: KFE 194G. Hours: 2,767. NO VAT
- 364 **Ford** 5000 diesel 2wd tractor with power steering, drawbar and tipping pipe, full engine rebuild in 2018. Reg No: LFW 262F. Hours: 3,821. NO VAT

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FORTHCOMING AUCTIONS



- Tuesday 13th September 2022: Suffolk**
- Thursday 15th September 2022: Nottinghamshire**
- Friday 30th September 2022: Cambridgeshire**
- Saturday 8th October 2022: Lincolnshire**
- Thursday 13th October 2022: Lincolnshire**
- Tuesday 18th September 2022: Suffolk**
- Thursday 20th October 2022: North Yorkshire**
- Thursday 27th October 2022: Lincolnshire**
- Saturday 5th November 2022: Nottinghamshire**

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CONDITIONS OF SALE FOR MACHINERY SALES BY AUCTION

(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 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 unless they are exempt.

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 examine 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 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 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.

BROWN&CO MACHINERY AUCTIONS



Brown&Co have an excellent reputation for providing a professional and successful machinery auction service across the UK. 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.

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 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.

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LOT 309



LOT 330



LOT 351



LOT 275



LOT 312



LOT 295



LOT 297



LOT 341

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