



AUCTION
CATALOGUE

SALE BY ONLINE TIMED AUCTION OF VINTAGE TRACTORS, CRAWLERS, SPARES AND MEMORABILIA



LOT 119



LOT 117



LOT 114



LOT 122



LOT 120



LOT 116



LOT 109



LOT 118

**Commencing Thursday 19th January 2023 at 7.30am
ending Tuesday 24th January 2023 from 12 Noon**

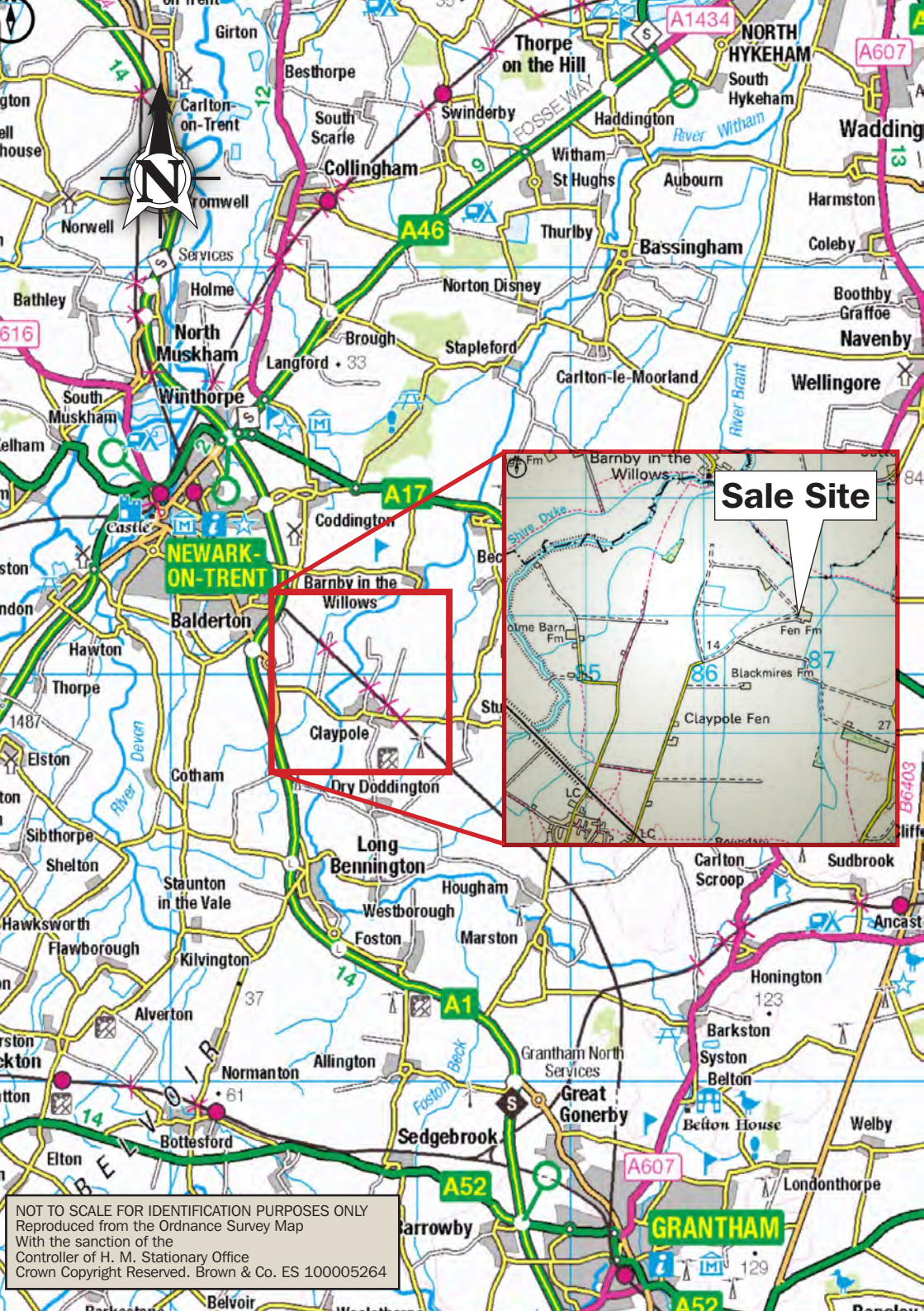
Fen Farm
Oster Fen Lane
Claypole
Newark
NG23 5AS

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On instructions from King Farmers

ONLINE TIMED AUCTION OF VINTAGE TRACTOR & CRAWLER COLLECTION, VINTAGE IMPLEMENTS, MEMORIBILIA & SPARES



Commencing Thursday 19th January 2023 at 7.30am
ending Tuesday 24th January 2023 from 12 Noon

Viewing: Tuesday 17th and Wednesday 18th January 2023 from 10am - 4pm
& Saturday 21st January 2023 from 9am until 12pm

Brown&Co Auctioneers Office:
St Neots Office, The Fairways, Wyboston Lakes,
Wyboston, Bedfordshire, MK44 3AL
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PURCHASERS PLEASE NOTE:

LOCATION – From the A1 North exit at the Junction for Claypole and Newark onto the B6326. At the roundabout take the first exit onto the B6326 towards Claypole and Grantham, follow this under the A1 and onto the next roundabout. Take the third exit at the next roundabout towards Claypole and the A1, take the second exit at the following roundabout. After 600m turn left onto Shire Lane towards Claypole. After 2 miles turn left onto Oster Fen Lane, follow this all the way to the end of the lane.

From the A1 South exit at the Junction for Newark and Claypole. At the roundabout take the second exit onto the B6326. At the following roundabout take the second exit and stay on the B6326. After 600m turn left onto Shire Lane towards Claypole. After 2 miles turn left onto Oster Fen Lane, follow this all the way to the end of the lane.

The nearest postcode for the viewing days is: NG23 5AS. The sale ground will be signposted on the viewing days.

What3words Location Reference: spider.funny.recruiter

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 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.

PAYMENT - All lots become the sole risk of the buyer at the fall of the online 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 & COLLECTION OF LOTS - No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed on either Friday 27th January or Saturday 28th January 2023. **The collection of lots will strictly be appointment only with the auctioneers.**

LOADING FACILITIES - Loading facilities will be available on the designated collection days above. Loading outside these times will be strictly by arrangement with the Sellers or the auctioneers. Any lots remaining after 30th January 2023 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.

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

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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 may 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.

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 start of the sale. Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid.

VAT - No lots in this auction are subject to VAT.

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.

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 – Tuesday 17th & Wednesday 18th January 2023 from 10am until 4pm and Saturday 21st January from 9am to 12pm 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 January 2021 - Goods exported from the United Kingdom from 1st January 2021.
 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 Great Britain 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 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 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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VINTAGE TOOLS AND TRACTOR SPARES

- 1 Quantity vintage hand tools
- 2 **Bamfords** Hay Machinery advertising display board 34" x 22"
- 3 Vintage winding wheel
- 4 **Hollinshead, Minshull & Verson** No.13 vintage milk churn
- 5 2No galvanised feed scuffles
- 6 **Kerry** fuel funnel
- 7 Quantity miscellaneous plough spares
- 8 Quantity **Massey Harris/Ferguson** 735 combine spares
- 9 Quantity mixed engine spares
- 10 Quantity **John Deere** parts books and manuals
- 11 Pair vintage headlights
- 12 Pair **Fordson** Dexta front grill plates with headlight holes
- 13 Pair **David Brown** Cropmaster front weights
- 14 Quantity **David Brown** Cropmaster spares including dynamos, rear hydraulic spares etc
- 15 **David Brown** Cropmaster bonnet
- 16 **International** BTD6 bonnet
- 17 Quantity exhausts
- 18 Vintage tractor seat
- 19 Tractor seat
- 20 **Nuffield** tractor seat
- 21 Quantity **Massey Ferguson** spares
- 22 Quantity **Leyland** spares
- 23 **Ford Ferguson** home made front grill
- 24 Original **Ford** 8N footplate with 2No homemade **Ford** 8N footplates

- 25 **Ferguson** petrol paraffin fuel tank
- 26 **Fordson** Major fuel tank
- 27 Pair front mudguards
- 28 **BMB** President bonnet and engine side plates
- 29 Pair **John Deere** wings
- 30 Pair **Massey Harris** Pony wing skins (no brackets)
- 31 Quantity **Caterpillar** D2 spares
- 32 **Caterpillar** grease bucket in original condition
- 33 **Caterpillar** grease bucket. Model No: 6521. Fully restored
- 34 2No. **Allis Chalmers** Model B nose cones
- 35 **Allis Chalmers** D270 nose cone
- 36 **Allis Chalmers** nose cone
- 37 **Allis Chalmers** bench seat cushion
- 38 3No. **Allis Chalmers** P3 diesel starter motors
- 39 **Allis Chalmers** Model B complete head and rocker cover
- 40-41 **Allis Chalmers** cast D-270 bonnet badge and trim
- 42 **Allis Chalmers** round baler string box, spares and Sisal twine
- 43 Quantity **Allis Chalmers** spares
- 44 **Allis Chalmers** P3 radiator with power steering conversion parts including ram assembly
- 45 **Allis Chalmers** combine radiator guard
- 46 **Allis Chalmers** Model B lift arm assembly, PTO box and weights
- 47-48 **Allis Chalmers** rear wheel weights
- 49 **Ferguson** stabiliser bars
- 50-51 **Ferguson** jack

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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VINTAGE MEMORABILIA

- 52 Sackwinding barrow
- 53 **John Cooke & Sons** sackwinder
- 54 Balance scales, restored
- 55 **Avery** 3205 ABA 250kg scales. Serial No: S-530090
- 56 **Melotte Separator Sales Co Ltd** milk separator Size A. Serial No: 22638
- 57 **The Scot** manual cake forge
- 58 **J. Mather & Co** cake breaker
- 59 **Hunt & Pickering** No.3 prize cake breaker machine
- 60 **R & R Hunt** No.4 cake breaker
- 61 **Wrekin** Utility Mill, free standing. Model: WM105
- 62 **Russells of Kirby Moorside** TC9A mobile root cutter
- 63 **Henry Bamford & Sons** mill with hopper
- 64 **Christy & Norris Ltd** grinding mill and cyclone on trolley. Serial No: 2995M2
- 65 **Henry Bamford & Sons** roller mill

STATIONARY ENGINES AND EQUIPMENT

- 66 **JAP** petrol engine with **Villiers** petrol engine and light display board
- 67 **Bamfords** EG/SG petrol stationary engine
- 68 **Lister** LD single cylinder diesel engine
- 69 **Carlisle Engineering Ltd** Military spec unit with **JAP55** petrol stationary engine and trolley. Serial No: 2038/18. Originally build as a compressor but compressor removed
- 70 **Wolseley** WD2 1.5hp petrol stationary engine with starting handle on trolley. Engine No: 15663. Originally set up for shearing machine

- 71 **Greens** grass path roller with petrol engine
- 72 **Ransomes** T26 green mower roller with **Ford** 4cyl petrol engine, fully restored

WHEELS AND TYRES

- 73 Spade lug wheel with **Massey Ferguson** centre
- 74 3No. 16" 5 stud rims
- 75 Single **Viscafors** 7.50-16 tyre
- 76 Pair **India** 7.50-16 wheels and tyres with 5 stud centres
- 77 Pair **Goodyear** 4.00-19 tyres
- 78 Single **Firestone** 6.00-19 tyre
- 79 Pair **Goodyear** 5.5-16 wheels and tyres with 12 stud centres
- 80 3No. **UniRoyal** 6.70/15 wheels and tyres with 4 stud centres
- 81 Single **Goodyear** 5.00-15 wheel and tyre with 4 stud centre to suit **Allis Chalmers**
- 82 Single **Dunlop** 9.5/9-24 tyre
- 83 Pair **India** 8.00-24 tyres
- 84 Pair **Goodyear** 9-24 tyres
- 85 Single **Goodyear** 9-24 tyre
- 86 Single **Firestone** 10-28 tyre
- 87 Pair **Bridgestone** 11.2/10-24 grassland wheels and tyres, no centres
- 88 Pair **Avon** 6.00-36 row crop wheels and tyres to suit **Allis Chalmers**
- 89 Pair 11.4/11-28 wheels and tyres with **Massey Ferguson** centres (new)

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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IMPLEMENTS

- 90 **MaxAir** 30 linkage mounted belt driven compressor with hedgecutter attachment. Manufactured by **R M Marples & Son**. Serial No: A141
- 91 Linkage mounted transport box
- 92 **David Brown** 1D 3 row ridger, linkage mounted. Serial No: 3434
- 93 **David Brown** 3D 3 row ridger with bout marker, linkage mounted. Serial No: 17687
- 94 Conventional 2 furrow trailed plough
- 95 **Ransomes** Robin 2 furrow conventional plough
- 96 **Ransomes** 2 furrow conventional trailed plough
- 97 **Ford** 2 furrow conventional plough with discs and skimmers. Fully restored
- 98 **Ransomes** Dauntless 7ft trailed cultivator with 9 fixed tines
- 99 1964 **John Wallis & Son** potato rota ridger, PTO driven, linkage mounted
- 100 Sugar beet separator 6 row, PTO driven, linkage mounted
- 101 **John Deere Lanz** NR800 hay turner wuffler with side delivery. Serial No: 6418
- 102 **Ford Ransomes** TA/02/A finger bar mower, linkage mounted
- 103 **Ransomes** Cropguard 100 6m sprayer, linkage mounted, fully restored
- 104 **McCormick** No. 6 trailed finger bar mower wheel driven. Serial No: MC1435
- 105 **Massey Harris** Dickie Model H hay turner with swath tines and hay collector, trailed. Serial No: 12488.
- 106 **Stanhay** 5 row sugar beet drill, linkage mounted





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TRACTORS AND CRAWLERS

- 107 1949 **Garner** Light Tractor 2wd petrol tractor with **JAP** Model S air cooled engine on 7.50-16 front and 6.00-20/10 rear wheels and tyres with potato ridging bodies, hoes, bolt on extendable axles and original Cambridge roll. Reg No: GUJ 150. Serial No: CT271. Supplied by **Cars & Tractors (Hanley) Ltd** in original condition with engine rebuild and original buff log book and V5.
- 108 1952 **Massey Harris** Pony petrol 2wd tractor on 4.00-15 front and 9.00-24 rear wheels and tyres with **Simca** engine, belt pulley, rear linkage, drawbar and PTO with underslung **Massey Harris** finger bar mower. Reg No: WSL 832. Serial No: 8199. Engine No: MH8055S1MCA9. Fully restored by present owners with V5
- 109 1941 **Allis Chalmers** Model B TV0 Bow Front 2wd tractor on 4.00-15 front and 11.2-24 rear wheels and tyres with underslung finger bar mower. Reg No: WSL 821. Serial No: B50354. Fully restored with V5
- 110 1952 **Allis Chalmers** Model B P3 diesel 2wd tractor on 4.00-15 front and 11.2-24 rear wheels and tyres with rear belt pulley and PTO. Reg No: EYL 774. Serial No: 8283. Fully restored with V5
- 111 c.1962 **Allis Chalmers** D-270 P3 diesel 2wd tractor on 5.00-15 front and 8.3-24 rear wheels and tyres with rear quick release swinging linkage, PTO and brackets for underslung attachments. Serial No: 19714-d. Fully restored, no V5





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- 112 1957 **Allis Chalmers** D-270 TVO 2wd tractor on 4.00-15 front and 9.5-24 rear wheels and tyres. Supplied by **Radford & Brown Ltd.** Reg No: RER 537. Serial No: 19736. Fully restored and with buff log book, no V5
- 113 1940 **McCormick Farmall** Model A TVO 2wd tractor on 4.00-15 front and 8.3-24 rear wheels and tyres with underslung **Stanhay** ridging bodies, front and rear wheel weights, rear belt pulley and drawbar. Reg No: JE 5787. Serial No: FAA26166. Purchased from **Bodger Bros Ltd** in 1940 by previous owner and purchased by Mr King in 1997 and fully restored with V5
- 114 1951 **BMB** President TVO 2wd tractor on 4.00-15 front and 9.00-24 rear wheels and tyres with rear linkage and drawbar. Reg No: 5001 RF. Serial No: STV413. To be sold with single furrow conventional plough with disc and land wheel suited to **BMB** President. Fully restored, no V5
- 115 1943 **Ford Ferguson** 9NAN TVO 2wd tractor on 4.00-19 front and 11.2/10-28 rear wheels and tyres. Reg No: WSL 820. Serial No: 110875. Fully restored in 1998 with V5
- 116 1947 **Ford** 8N TVO 2wd tractor on 4.00-19 single ridge front and 11.2-28 rear wheels and tyres with rear linkage and drawbar. Reg No: WSL 822. Serial No: 6M10125. Engine No: 8N73362. Restored to show condition with **Ford** bonnet cover. Purchased from Isle of Man and restored by present owners, with V5

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



- 117 **1962 Massey Ferguson** 35 Industrial petrol 2wd tractor on 6.00-16 front and 10.00-28IND rear wheels and tyres with hydraulic brakes, underslung exhaust, rear belt pulley and linkage. Reg No: 4190 WF. Hours: 10 (showing). Serial No: SGF292371. Fully restored with V5
- 118 1952 **Nuffield** Universal M4 TVO 2wd row crop tractor on 9.00-10 front single ridge and 12.4-36 rear wheels and tyres with side belt pulley, swinging drawbar, rear linkage and extendable axles, single front wheel. Reg No: FTL 599. Serial No: NT9259. Engine No: ETA94644. Fully restored by Mr King with V5 and original buff log book and spare front wheel assembly
- 119 1952 **John Deere** MC petrol metal tracked crawler with 12" tracks, drawbar and PTO. Serial No: 16728. Purchased in 2005 from **Rogers at Ratcliffe** after being imported from Holland.
- 120 1945 **John Deere** GM TVO 2wd row-crop tractor on 7.50-16 front and 14.9-38/13-38 oversize rear wheels and tyres with v front axle, adjustable rear axle, swinging drawbar, PTO and side belt pulley. Reg No: WSL 831. Serial No: 15038. Purchased in 1996 and restored in 1997, comes with original specification sheet and V5
- 121 **John Deere** Model AR petrol 2wd tractor on 6.00-18 front and 14.9-26 rear wheels and tyres with rear drawbar, hydraulics and PTO. Serial No: 277518. Imported from America by Ben Wheeler, comes with parts catalogue

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122 1943 **Caterpillar** D2 5J metal tracked diesel crawler with 16" tracks, rear drawbar, PTO and rear hydraulics. Serial No: 4697SP. Purchased in 1996 by Mr King and fully restored by the present owners with the assistance of the late Mr Robert Wilson

NOTES

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BROWN&CO MACHINERY AUCTIONS



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.

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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CONDITIONS OF SALE FOR ONLINE MACHINERY AUCTIONS

(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, C.R.N. OC302092 whose registered office address is at The Atrium, St George's Street, Norwich, Norfolk, NR3 1AB; or Fox Bennett whose registered office address is at 6 Lewis Court, Grove Park, Enderby, Leicestershire, LE19 1SD
"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 includes 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 noted 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.

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(iv).

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 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 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 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 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

There is no buyers premium chargeable at this auction.

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.

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Brown&Co Auctioneers Office:
St Neots Office, The Fairways, Wyboston Lakes,
Wyboston, Bedfordshire, MK44 3AL
General Enquiries: 01480 213811
Viewing Day and Sale Day Enquiries:
George Watchorn 07919 015675
Jon Clampin 07717 512498
Email: george.watchorn@brown-co.com
jon.clampin@brown-co.com

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