

BROWN & CO

SALE BY AUCTION OF FARM MACHINERY AND EQUIPMENT



LOT: 165



LOT: 162



LOT: 164



LOT: 127



LOT: 148



LOT: 107



LOT: 108



LOT: 147

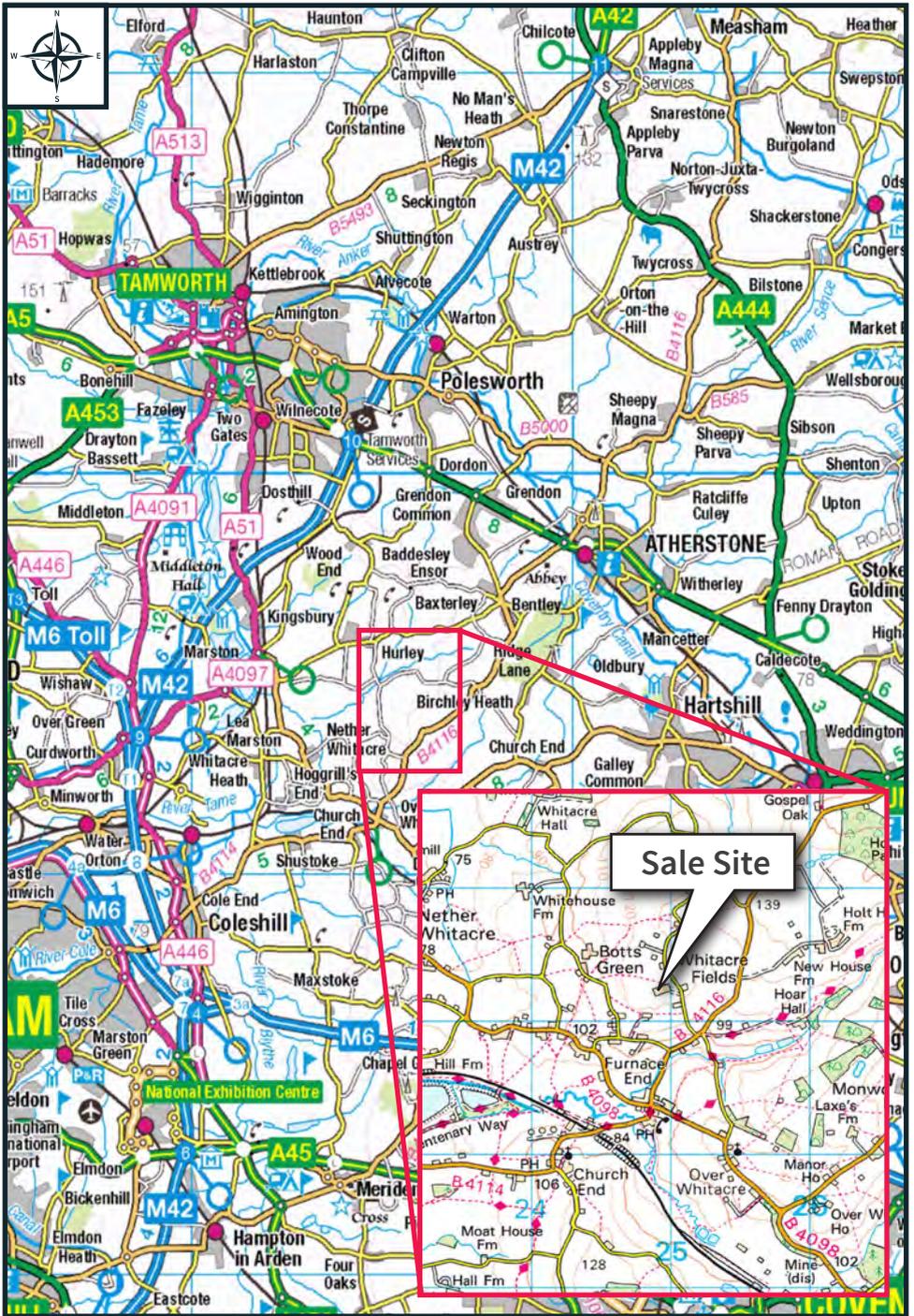
Friday 8th September 2023 at 10.30am
Mount Pleasant Farm, Hurley Lane, Over Whitacre
Coleshill, Warwickshire B46 2NU

BidSpotter
co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On Instructions from The Exors Mr R Knight

**AUCTION OF COMBINES, TRACTORS,
MATERIALS HANDLER, TRAILERS,
IMPLEMENTS AND LIVESTOCK EQUIPMENT**

Friday 8th September 2023
Commencing 10.30am prompt

Mount Pleasant Farm, Hurley Lane, Over Whitacre,
Coleshill, Warwickshire B46 2NU

Viewing: 10am until 4pm on Thursday 7th September 2023
and on the morning of the sale from 8am only



George Watchorn
St Neots
george.watchorn@brown-co.com
07919 015675



Jon Clampin
St Neots
jon.clampin@brown-co.com
07717 512498

General Enquiries: 0116 289 4719

Please note that this Catalogue is subject to change,
for an up-to date lot list please visit brown-co.com

Purchasers Please Note

LOCATION

From the M6 leave at Junction 4 joining the A446 north. At the first roundabout take the second exit continuing along the A446 towards Lichfield and Tamworth. At the next roundabout take the third exit onto Birmingham Road towards the town centre. Continue straight following Birmingham Road onto Blythe road (B4114) then onto Church Road and Coleshill Road. At the crossroads continue straight over onto Atherstone road. After 0.3 miles turn left onto Pound Lane. The entrance to the auction site will be on the right hand side after 0.2 miles.

The sale ground will be signposted on the sale day and the nearest postcode is **B46 2NU**

What3words: gurgled.stars.scatters

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.

PAYMENT DETAILS

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. 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.

CARD PAYMENTS

We are able to accept VISA Debit Cards only. Payments by Credit Card are not acceptable.

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.

REMOVAL OF LOTS

No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by 15th September 2023

LOADING FACILITIES

Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Auctioneers. Any lots remaining after 15th September 2023 will be re-sold (see section 12 of the Conditions of Sale).

Purchasers Please Note

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 bid.brown-co.com, 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 bid.brown-co.com, i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale.

Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

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 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

Purchasers Please Note

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

Thursday 7th September 2023 from 10am - 4pm and on the morning of the sale from 8am.

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 – Good 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 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>

Sale by Auction

MISCELLANEOUS EQUIPMENT AND SPARES

- 1 Quantity mixed metal
- 2 Quantity telegraph poles
- 3 Quantity insulated cladding panels
- 4 Quantity telegraph poles
- 5 **Tecalemet** 4 post vehicle lift, spares or repairs
- 6 Quantity mixed metal
- 7-8 Shipping container 20ft, sold in situ buyer to remove
- 9-30 Quantity workshop equipment and tools
- 31 **EFCO** petrol strimmer
- 32 **EFCO** petrol hedgecutter
- 33 **Kew** pressure washer, single phase
- 34 Pair metal car ramps
- 35 **Portek** Scatterbird MkIII birdscarer
- 36 Quantity water fittings
- 37 Arc welder
- 38 Oxyacetylene trolley
- 39 Space heater, single phase
- 40 **Clarke** Boxer Air 3hp 150l air compressor, single phase
- 41 **Clarke** toolbox and contents
- 42 Quantity air tools
- 43 **Clarke** BG6RSC bench grinder
- 44 Workshop anvil
- 45 Quantity miscellaneous engine oil
- 46 Quantity **Ford** wafer weights
- 47 Quantity **Massey Ferguson** wafer weights
- 48 Petrol generator
- 49 Quantity steel trestles
- 50 **Belle** cement mixer, single phase
- 51 2No Staddle stones and tops

LIVESTOCK EQUIPMENT

- 52 3No 10ft galvanised gates
- 53 2No 11ft galvanised gates
- 54 2No 15ft galvanised gates

Sale by Auction

- 55 Self locking galvanised gate
- 56-59 Quantity timber posts
- 60 Quantity 3” round timber fence posts
- 61 Diagonal 15ft galvanised livestock feed barrier
- 62-67 Quantity galvanised sheep hurdles
- 68 Galvanised sheep ring feeder
- 69-71 2No galvanised sheep ring feeders
- 72 Cattle galvanised ring feeder
- 73 Cattle galvanised tombstone feeder
- 74 Quantity 9ft galvanised feed troughs
- 75 2No galvanised feed troughs
- 76 Quantity galvanised feed troughs
- 77 Quantity galvanised water troughs
- 78 Quantity perforated drainage pipe
- 79-89 Spare lots

WHEELS AND TYRES

- 90 Single 14” x 32” metal rim
- 91 Single **Firestone** 13.6R28 wheel and tyre
- 92 Single **Firestone** 11-36 wheel and tyre
- 93 Single **Avon** 12.5/80-15.3 wheel and tyre
- 94 Pair 205/80R16 6 stud alloy wheels and tyres
- 95 Pair 11-38 rims, no centres
- 96 Pair **Goodyear** 18.4R38 rear wheels and tyres with **Massey Ferguson** centres
- 97 Pair 18.4R38 rear dual wheels and tyres
- 98 Set **Michelin** 13.6R28 front and **Goodyear** 16.9R38 rear **Stocks** dual wheels and tyres with clamps
- 99-100 Quantity miscellaneous wheels and tyres

IMPLEMENTS AND EQUIPMENT

- 101 Headstock adaptor plate
- 102 Concrete pan mixer, PTO driven, linkage mounted
- 103 **McConnel** PA2050 hedgecutter with 1.7m flail head, linkage mounted with bolt on brackets. Serial No: SONF53
- 104 Chain harrow 9ft 6”, linkage mounted

Sale by Auction

- 105 **Kidd** 10ft water filled flat roll
- 106 **Dowdeswell** DP7E 6f (5+1) reversible plough with skimmers.
Serial No: 31434087
- 107 **McConnel** Shakerator 3m 9 leg with rear tooth packer. Serial No: M0916073
- 108 **Rekord** 3m power harrow with rear crumbler and rear linkage
- 109 **Reekie** 3m power harrow with rear crumbler
- 110 **Ferrag Rau** Rototiller RDL30 3m rotavator, linkage mounted with rear A-frame.
Serial No: 25462
- 111 1994 **Forigo** R4D 1.6m single row bedformer. Serial No: F82818
- 112 **Reekie** DR81 twin body bedformer with hydraulic bout markers and twin subsoiler legs
- 113 **Rekord** 19ft hydraulic folding springtine cultivator, linkage mounted
- 114 Tyre press 10ft, linkage mounted
- 115 **Wartsila** 3m drill, linkage mounted
- 116 **Falcon** 3m tine drill, linkage mounted
- 117 **Accord** 3m piggy back drill. Serial No: 022846
- 118 **Vicon** Extra 632T 3.2m vertical folding mower conditioner, linkage mounted.
Serial No: 404540
- 119 **Vicon** FMT3001 3m front mounted mower conditioner with **Accord** quick release coupler. Serial No: 27445-01-01092
- 120 2009 **Mesko-Roll** Z275 twin rotor haybob, linkage mounted. Serial No: 09535
- 121 **Krone** KW6.40/6 6 rotor hydraulic folding tedder, linkage mounted
- 122 **Pottinger** HIT69N 6 rotor hydraulic folding tedder, linkage mounted
- 123 **Niemeyer** 6 rotor hydraulic folding tedder. Serial No: 103598
- 124 2001 **Lely** Rotonde 510CD twin rotor rake. Serial No: 10706-0655
- 125 **Browns** Flat 8 bale sledge
- 126 **Cooks** conventional hydraulic bale sledge
- 127 **Vicon** RV1601 Progressive Density Plus round belt baler on 15.0/55-17 wheels and tyres. Serial No: WD005724
- 128 2009 **Massey Ferguson** 1839 inline conventional baler with rear applicator on 31x13.5-15 wheels and tyres. Serial No: HU65144
- 129 2006 **KRM Bogballe** L1 Plus twin disc fertiliser spreader. Serial No: 789

Sale by Auction

TRAILERS

- 130 Twin axle 10ft livestock trailer
- 131 Single axle trailer chassis
- 132 Trailer body
- 133 Bale trailer 25ft single axle with front rave, spares or repairs
- 134 Bale trailer 25ft single axle with front rave on 9-20 wheels and tyres
- 135 Bale trailer 27ft tri-axle on **Avon** 10.5/13 flotation wheels and tyres
- 136 Bale trailer 27ft twin axle on 8.25-15 wheels and tyres, metal floor with front and rear rave
- 137 Bale trailer 32ft single axle on 20/10.00R20 wheels and tyres, no floor
- 138 Bale trailer 33ft twin axle with front dolly, no floor on 10R20 wheels and tyres
- 139 Bale trailer 40ft twin axle with front dolly and wooden floor on 10.00R20 wheels and tyres
- 140 Bale trailer 40ft twin axle with front dolly, front rave and wooden floor on 295/80R22.5 wheels and tyres
- 141 **Marshall** 16ft flat bed twin axle trailer with wooden floor on 12.5/80-15.3 wheels and tyres
- 142 Flat bed 18ft low loader hydraulic lowering on 385/65R22.5 wheels and tyres
- 143 Dropside 6t single axle trailer with grain chute on 12.5/80-15.3 wheels and tyres
- 144 1977 **Weeks** 8t twin axle dropside trailer with manual tailgate and grain chute on 10.0/75-15.3 wheels and tyres. Serial No: 29782
- 145 **Pettit** 10t twin axle dropside trailer with manual tailgate and grain chute on 12.5/15.3 wheels and tyres
- 146 Twin axle 10t grain trailer with manual tailgate and grain chute on 215/75R17.5 wheels and tyres
- 147 **Barham Bodies Ltd** c.12t twin axle grain trailer with manual tailgate on 385/65R22.5 wheels and tyres
- 148 1998 **Merrick Loggin** 16t twin axle grain trailer with sprung drawbar and hydraulic tailgate on 385/65R22.5 wheels and tyres. Serial No: 50241

VEHICLES

- 149 **Honda** Big Red quad bike, spares or repairs. NB: No rear axle and incomplete engine
- 150 **Honda** Big Red quad bike, spares or repairs. NB: No rear axle

Sale by Auction

- 151 **Honda** Big Red petrol trike on 25x12.00-9.00 wheels and tyres
152 1996 **Rover** 216 Sli petrol automatic car with cloth upholstery.
Reg No: N216 FFA. Mileage: 91,379. Currently SORN. MOT expired
153 1998 **Toyota** Hilux 2.4D 4wd single cab pickup with rear canopy, white.
Reg No: R407 PHN. Mileage: 15,018 (showing). Currently SORN. MOT expired
154 2004 **Nissan** Navara 2.5Di 4wd double cab manual pickup with **Snugtop**
canopy, leather interior on 255/70R16 alloy wheels and tyres, silver.
Reg No: BF54 AUL. Mileage: c.130,000. MOT: expires 18th October 2023

MATERIALS HANDLER AND ATTACHMENTS

- 155 2000 **JCB** 520 Compact materials handler with **JCB** Compact headstock on
12-16.5IND wheels and tyres. Hours: 3,849. Serial No: 0776666
156 Manure fork with **JCB** Compact brackets
157 **Massey Ferguson** 1.5m manure grab with **JCB** Compact brackets
158 Conventional bale grab with **JCB** Compact brackets
159 **Browns** hydraulic bale spike and squeeze with Euro 8 brackets and **JCB**
Compact carriage adaptor

TRACTORS

- 160 1978 **Massey Ferguson** 165 Multipower 2wd diesel tractor with **Sirocco** cab on
7.5-16 front and 12.4/11-36 rear wheels and tyres.
Reg No: CDU 806T. Hours: 8,008
161 1992 **Massey Ferguson** 3655 4wd Autotronic tractor with 2 manual spools on
16.9R28 front and 520/85R38 rear wheels and tyres. Reg No: K289 PTL.
Hours: 9,391. Serial No: A169003
162 1995 **Massey Ferguson** 3085 4wd Autotronic tractor with **Riko** TN500 front
loader and 2 manual spools on 13.6R28 front and 16.9R38 rear wheels and
tyres. Reg No: N595 WAU. Hours: 11,466. Serial No: D025024
163 2008 **Slewtic** 0.5t general purpose bucket with **Riko** parallel brackets
164 1995 **Massey Ferguson** 3655 Dynashift 4wd Datatronic tractor with 3 manual
spools, front linkage and PTO on 440/65R28 front and 18.4R38 rear wheels and
tyres. Reg No: N604 AYC. Hours: 13,841. Serial No: C104033
165 2004 **Massey Ferguson** 6495 4wd Dynashift tractor with cab suspension, 3
manual spools, front linkage and front PTO on 420/85R30 front and 520/85R42
rear wheels and tyres. Reg No: AY04 EUV. Hours: 4,181. Serial No: N034056

Sale by Auction

COMBINE HARVESTERS

- 166 **Massey Ferguson** 515 diesel combine harvester, spares or repairs, sold in situ, buyer to remove
- 167 1986 **Massey Ferguson** 29 combine harvester with 14ft header and trolley on 23.1/26 front and 12.5/80-18 rear wheels and tyres. Reg No: D913 GAH

Notes

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BROWN & CO

FORTHCOMING AUCTIONS

16th September 2023 – Warwickshire

23rd September 2023 – Leicestershire

27th September 2023 - Nottinghamshire

5th October 2023 – Nottinghamshire

12th October 2023 – Norfolk

17th October - Nottinghamshire

19th October 2023 – Norfolk

4th November 2023 – Newark Vintage

Conditions of Sale for Machinery Auction

With No Buyers 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

Conditions of Sale for Machinery Auction

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.

Conditions of Sale for Machinery Auction

(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 Buyers Premium.

14 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.

15 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.

16 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.

17 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.

Conditions of Sale for Machinery Auction

(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.

18 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.

19 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.

20 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.

21 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.

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 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

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 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.

Your Brown&Co Machinery Auction Specialists



George Watchorn
St Neots
george.watchorn@brown-co.com
07919 015675



Jon Clampin
St Neots
jon.clampin@brown-co.com
07717 512498



James Walton
Humber
james.walton@brown-co.com
07920 496350



Anita Riggall
Humber
anita.riggall@brown-co.com
07966 597930



Simon Wearmouth
Norwich
simon.wearmouth@brown-co.com
07768 465744



Peter Thompson
Norwich
peter.thompson@brown-co.com
07500 783360



Thomas Birks
Banbury
tom.birks@brown-co.com
07919 015677



William Gasson
Banbury
william.gasson@brown-co.com
07827 449151