

BROWN & CO

SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT: 200



LOT: 196



LOT: 195



LOT: 190



LOT: 189



LOT: 172



LOT: 174



LOT: 175

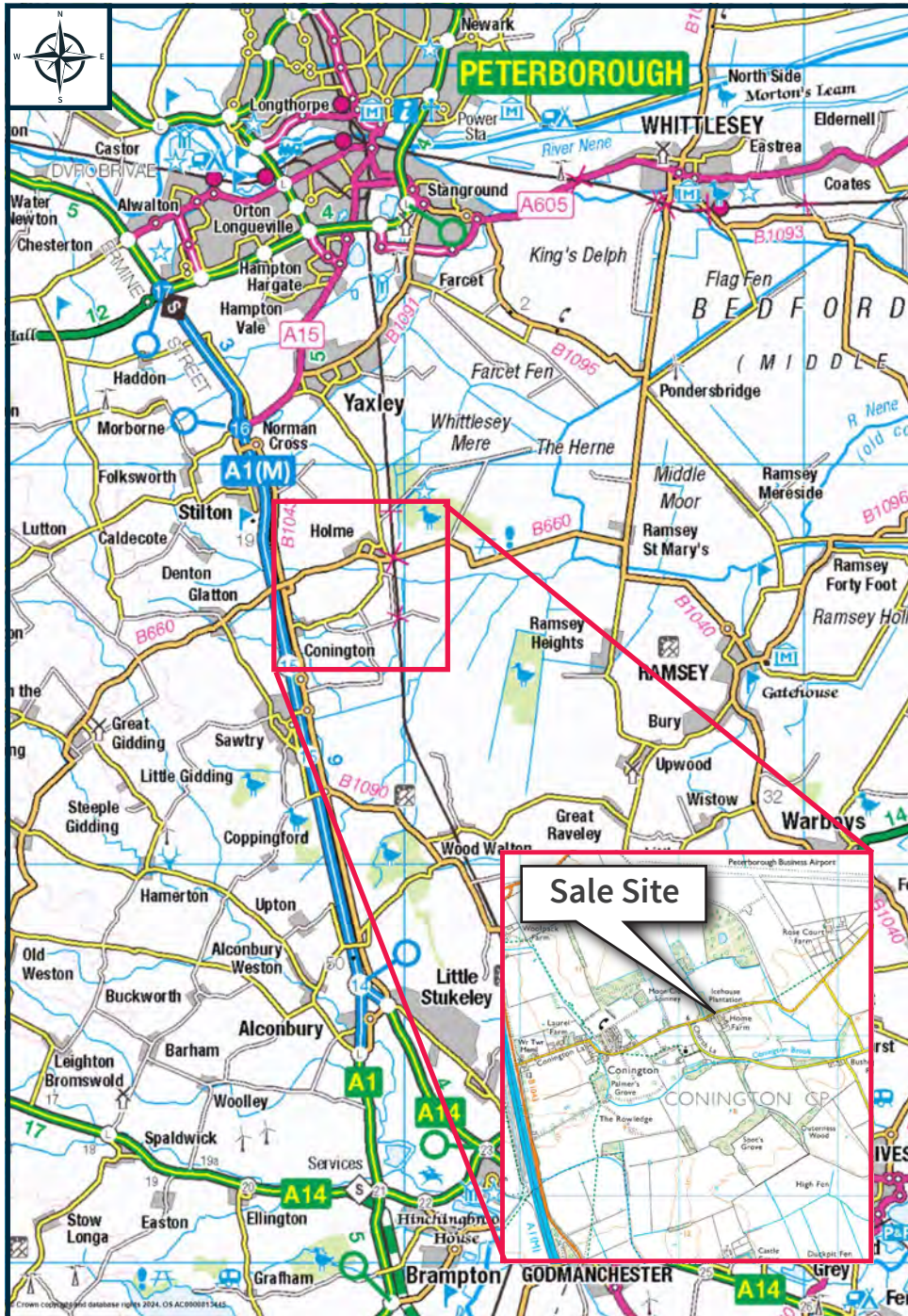
Thursday 3rd October 2024 at 10.30am
Home Farm, Conington, Peterborough,
Cambridgeshire PE7 3FZ

BidSpotter
co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On Instructions from T R West & Son

AUCTION OF COMBINE HARVESTER, TRACTORS, MATERIALS HANDLER, IMPLEMENTS AND EQUIPMENT

Thursday 3rd October 2024
Commencing 10.30am prompt

Home Farm, Conington, Peterborough,
Cambridgeshire PE7 3FZ

Viewing: 10am until 4pm on Wednesday 2nd October 2024
and on the morning of the sale from 8am only



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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 A1 southbound exit at Junction 15 and take the first exit at the roundabout. Turn right into Conington after approximately 1 mile, follow Church Road for a further 0.7 miles and turn right onto Church Lane. The auction car park will be approximately 0.3 miles on the left hand side.

From the A1 northbound exit at Junction 15 and take the third exit at the roundabout onto Fen Lane. Follow Fen Lane for approximately 0.6 miles and at the next roundabout take the third exit onto St Andrews Way. At the next roundabout take the first exit onto the Old North Road and continue for a further 0.4 miles. Take the exit onto the B1043 and continue for 1 mile, turn right into Conington on Church Road. Follow Church Road for approximately 0.7 miles and turn right onto Church Lane, the auction car park will be approximately 0.3 miles on the left hand side.

The sale ground will be signposted on the sale day and the nearest postcode is **PE7 3FZ**

What3words: koala.richer.ivory

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 **Monday 14th October 2024**.

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 **14th October 2024** 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 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 2nd October 2024 from 10am - 4pm and on the morning of the sale from 8am.

Purchasers Please Note

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

WORKSHOP EQUIPMENT & MISCELLANEOUS SPARES

- 1 Quantity nuts and bolts
- 2-6 Quantity workshop tools
- 7 Quantity misc. sheets and tarpaulins
- 8 Quantity tow rope
- 9 Fuel meter and pipe, spares or repair
- 10 Cast iron fire grate
- 11 Quantity dribble bars
- 12 **Agricision** OnTrak GPS guidance system
- 13 **Sinar** 6095 Agri-Pro moisture meter
- 14 **Super-Pro** moisture meter
- 15 **Therma** 3 temperature probe
- 16 Quantity 'O'rings
- 17 Quantity key ways
- 18 Quantity ball hitches
- 19 Quantity split pins and washers
- 20 Quantity pins
- 21 Quantity check chain
- 22 Quantity bearing pullers
- 23 Quantity various sockets
- 24 Quantity circlip pliers
- 25 Quantity Allen keys
- 26 Quantity grease nipples
- 27 Quantity grease guns
- 28 Quantity **JCB** HP grease cartridges
- 29 Quantity **John Deere** oil filters
- 30 Cold store blind
- 31 Quantity oil jugs
- 32 Barrel pump and stand
- 33 Workshop anvil

Sale by Auction

34	3/4 inch socket set
35	Quantity Chemet Maxinima spin capsules, concrete binder resin
36-37	Pair axle stands
38	3phase extension cable
39	5No metal manhole covers
40	Quantity hydraulic pipe and fittings
41	Quantity ratchet straps
42	Bottle jack
43	Clarke Metal Worker bench drill, single phase with accessories
44	Electric screwdriver, battery powered, single phase
45	Soldering gun kit, single phase
46	Black & Decker jigsaw, single phase
47	Powerbase Excel hammer drill, single phase
48	Powerbase Extreme battery drill with charger, single phase
49	Powerbase Excel circular saw, single phase
50	Evolution circular saw, single phase
51	Bosch PEX 400 AE electric sander, single phase
52	Mac Allister MSBR1700-A corded breaker, single phase
53	Bosch PSB1000 RE drill, single phase
54	Spaldings air impact wrench kit c/w spare air gun
55	Bosch 4 1/2 inch angle grinder, single phase
56	Truecraft 9 piece Hex wrench impact socket set
57	Clarke 8inch bench grinder, single phase
58	Sealey Start 660 battery charger/starter, single phase
59	Sealey Superstart 220 battery charger/starter, single phase
60	Cytringan-Bantam arc welder
61	Oxy-acetylene trolley, gauge and torches
62	SIP Fireball 120 DVS gas space heater
63	Clarke Devil 3150 gas space heater
64	Wolf Big Blaster 2 pressure washer, single phase
65	Magnum 100l petrol compressor with Honda engine
66	Record 4" bench vice

Sale by Auction

67	Record 5 1/4 inch bench vice
68	Sack barrow
69	Truecraft 3054 torque wrench
70	Truecraft tyre changing trolley
71	Quantity workshop shelving
72	Wooden workshop bench 5ft x 2ft
73	Wooden workshop bench 3.45m x 0.75m
74	Wooden workshop bench 7ft x 2ft 10inches
75	Metal pigeon hole racking with drawers
76	Metal workshop cabinet
77	Galvanised feed bin
78	3No Scatterbird Mark 3 bird scarers, spares or repairs
79-82	2No Scatterbird Mark 3 bird scarers
83	Pair Massey Ferguson front mudguards
84	Hydraulic top link
85	Mole plough point and bomb
86	16No Horsch drill base plates
87	Quantity Browns cultivator points
88	Quantity Simba X-Press ST Bar points
89	Quantity Dowdeswell plough spares
90	Quantity Sumo Trio points
91	Quantity manure fork tines
92	Vermin drop trap
93	Wooden chicken coop
94	Quantity wooden railway half sleepers
95	Oak gate post
96-99	Quantity 1.8m round wooden fence posts
100	c.600m 40mm fencing tape
101	c.600m 20mm fencing tape
102	8ft galvanised gate
103	2No 12ft metal gates
104	10ft wooden gate

Sale by Auction

- 105 4No IBC's
- 106 Concrete water trough
- 107 2No metal oil tanks
- 108 **Allman** 1,000l spray tank
- 109 **Enduramaxx** 7,000l black plastic water tank
- 110 8,000l metal fuel tank with single phase pump and nozzle,
sold in situ, buyer to remove
- 111-125 Spare lots

VINTAGE EQUIPMENT

- 126 Vintage pedal driven knife sharpener
- 127 2No vintage push hoes
- 128 Pair vintage cart wheels
- 129 Vintage sack winding barrow
- 130 **John White** bag scales
- 131-132 Mill stone
- 133 **Henry Bamford** & Sons vintage roller mill
- 134 **Bamford** hammer mill, single phase

GRAIN HANDLING EQUIPMENT

- 135 2No grain aeration spears with **Martin Lishman** motors,
single phase
- 136 3No grain aeration spears with **Martin Lishman** motors,
single phase
- 137 3 1/2 inch horizontal grain auger, 15ft 6inches
- 138 **Astwell** 6inch trolley auger, 42ft, 3 phase
- 139 Quantity grain laterals
- 140 Quantity wooden grain walling panels 8ft
- 141 Quantity wooden grain walling panels 6ft

Sale by Auction

WHEELS & TYRES

- 142 Quantity misc. wheels and tyres
- 143 Single **Michelin** 6.00R9 wheel and tyre
- 144 Pair 4.00-12 wheels and tyres
- 145 Pair 24x12.00-10 ATV tyres
- 146 Quantity misc. **Land Rover** wheels and tyres
- 147 Single 7.5R16 wheel and tyre
- 148 Single 385/65R22.5 wheel and tyre
- 149 Set **Kobra** 235/75R15 steel wheels and tyres to fit **Toyota** Hilux
- 150-151 Pair **Avon** 6.5-44 row crop wheels and tyres
- 152 Pair **Michelin** 9.5-48 row crop wheels and tyres
- 153 Pair **Goodyear** 18.4/15-26 wheels and tyres
- 154 Pair **Alliance** 16.9/14-38 dual wheels and tyres with clamps
- 155 Pair **Stocks** 13.6/12-38 dual wheels and tyres with clamps
- 156-159 Spare lots

CULTIVATION EQUIPMENT & IMPLEMENTS

- 160 **AT** 70l ATV sprayer with 12v pump, lance and boom
- 161 2018 **Stocks AG** Fan Jet Pro 65 slug pelleter. Serial No: 180525
- 162 1989 **Bamfords** International 1.65m twin drum mower, linkage
mounted, PTO driven. Serial No: 89181186
- 163 **Deutz Fahr** KU250DW twin rotor hay-bob, PTO driven, linkage
mounted
- 164 2020 **Spearhead** ZA08 3m flail topper, front and rear mounted,
hydraulic side shift, PTO driven. Serial No: S201322
- 165 1996 **Browns** Hectavator heavy duty 5.5m hydraulic folding
cultivator with Vibroflex tines, linkage mounted
- 166 **Massey Ferguson** 24 10ft 12leg cultivator with rear flexi-coil roller.
Serial No: N7511
- 167 14ft 16leg fixed tine cultivator with depth wheels



Sale by Auction

- 168 **Michael Moore** single leg mole plough, linkage mounted.
Serial No: F0822
- 169 **Dowdeswell** DP7E 6f (5f+1f) reversible plough with skimmers set to 12inch furrow. Serial No: 911234366
- 170 2008 **Kuhn** HR4003D 4m power harrow with rear tooth packer.
Serial No: F0822
- 171 Low disturbance 7leg 3m subsoiler with **Cousins** Microwing legs, **Simba** frame and **Technat Terracast** V2 applicator suited to drilling OSR
- 172 2009 **Sumo** Trio 3 cultivator, 6 legs, 2No rows discs and rear packer, linkage mounted. Serial No: 09434
- 173 2006 **Simba** X-Press 3m cultivator with rear packer c/w 2007 **Simba** ST Bar. X-Press Serial No: 125820086. ST Bar Serial No: 13137077
- 174 2014 **Great Plains** Simba CultiPress 3.3m trailed.
Serial No: 1165-033-0000-12
- 175 2019 **Kverneland** TS 6m tine drill with half width shut off, wheel track eradicators, bout and tramline markers.
Drilled Hectares: 789. Serial No: ACPNDxx68429
- 176 2006 **Cousins** Sidewinder 8.2m Cambridge rolls, horizontal folding with 24inch rings. Model No: SW27F24D. Serial No: 057
- 177 2012 **Kuhn** Axis 40.1W 24m fertiliser spreader with border shut-off and weigh cells. Serial No: 28643
- 178-185 Spare lots

SPRAYER

- 186 2007 **John Deere** 732 24m trailed sprayer, 3,200l tank, single line, 5 way nozzles on **Firestone** 520/70R32 wheels and tyres.
NSTS: 22-11-2023. Serial No: WZ0732X005254
- 187 Pair **Taurus** 300/95R46 row crop wheel and tyres to suit
John Deere 732 sprayer

Sale by Auction

TRAILERS

- 188 1994 **Griffiths** GHS-120 12t grain trailer, fixed drawbar, manual tailgate and grain chute, twin axle on 385/65R22.5 wheels and tyres. Serial No: 50133
- 189 2010 **Easterby** ET14 15t grain trailer with rollover sheet, hydraulic tailgate and grain chute, twin axle on 385/65R22.5 wheels and tyres. Serial No: 4495

MATERIALS HANDLER & ATTACHMENTS

- 190 2012 **Manitou** Maniscopic MLT 634-120 PS materials handler with pallet tines and **Manitou** headstock on **Trelleborg** 460/70R24 wheels and tyres, air conditioned cab. Datatag Registered. Reg: LK62 DWW. Hours: 3,610. Serial No: 913875.
Please note, this lot is to be reserved for loading until 14th October 2024.
- 191 2008 **Cherry Products** 2m³ grain bucket with **Manitou** attachments. Serial No: B4443
- 192 2020 **Proforge** 3.5m grain pusher with **Manitou** attachments. Serial No: 0148
- 193 **Mocho Fabrications** bale spike with **Manitou** attachments
- 194 **Blench** tine mounted bag lifter

TRACTORS

- 195 2009 **John Deere** 6430 Premium 40Kph PowerQuad 4wd tractor with 3 manual spools, front suspension on **BKT** 420/85R24 front and **BKT** 460/85R38 rear wheels and tyres. Reg: FX09 FVH. Hours: 5,559. Serial No: L06430G614887



FORTHCOMING AUCTIONS

17th September 2024
South Norfolk

26th September 2024
Bourn, Cambridgeshire

10th October 2024
Nr. Grantham, Leicestershire

16th October 2024
Watford, Hertfordshire

24th October 2024
Pertenhall, Bedfordshire

31st October
Spalding, Lincolnshire

9th November 2024
Newark Vintage Auction

14th November
Foston, Leicestershire

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 donating 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,

Conditions of Sale for Machinery Auction

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

Conditions of Sale for Machinery Auction

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 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 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

Conditions of Sale for Machinery Auction

- (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.
- 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 a 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 your needs. Our auctions are promoted widely to our extensive database of contacts and we market the sale thoroughly including social media and websites.

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.



LOT: 177



LOT: 173



LOT: 170



LOT: 164



LOT: 186



LOT: 192



LOT: 176



LOT: 188

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