

# BROWN & CO

## SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT: 253



LOT: 252



LOT: 251



LOT: 250



LOT: 210



LOT: 209



LOT: 212



LOT: 211

Tuesday 10th September 2024 at 10.30am  
Manor Farm, Cliff Road, Spridlington, Lincoln,  
Lincolnshire, LN8 2DN

**BidSpotter**  
co.uk

**i-bidder.com**

**BROWN & CO JH Walter**





## Purchasers Please Note

### LOCATION

If approaching from Newark, continue along the A46 around the outskirts of Lincoln heading North. At the A15 roundabout take the first exit onto the A15 signposted towards Riseholme, and 'the showground'. Continue on A15 past the showground on the left to the Horncastle Lane Roundabout and take the second exit to stay on the A15. Continue for approximately 3.6 miles and turn right onto Cliff Road, Spridlington. Continue for 0.7 miles and the sale ground is located on your left-hand side.

If heading from the North, continue south on the A15 at the Caenby Corner roundabout, head south for approximately 4.5 miles taking the turning on the left to Cliff Road, Spridlington. Continue for 0.7 miles and the sale ground is located on your left-hand side.

The sale ground will be signposted on the sale day and the nearest postcode is **LN8 2DN**.

**What3words:** shows.caravans.grownap

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 **Tuesday 17th September 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 **Tuesday 17th September 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

A Buyer's Premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 20%.

### ONLINE BIDDING

Live online bidding will be available at this sale via [bid.brown-co.com](http://bid.brown-co.com), [i-bidder.com](http://i-bidder.com) or [bidspotter.co.uk](http://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](http://bid.brown-co.com), [i-bidder.com](http://i-bidder.com) or [bidspotter.co.uk](http://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.

## Purchasers Please Note

### VIEWING

Monday 9th September 2024 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, GENERATORS & BOWSERS

- |         |   |
|---------|---|
| 1 - 50  | Quantity misc. workshop equipment, tools and spares                         |
| 51      | Quantity belts  |
| 52      | Quantity bottle jacks   |
| 53      | Quantity grease guns  |
| 54      | Quantity ratchet straps   |
| 55      | Quantity lifting chain  |
| 56      | Quantity rams   |
| 57      | Quantity axle stands  |
| 58 - 59 | Log grate   |
| 60      | Roll barb wire  |
| 61      | Sack barrow   |
| 62 - 63 | Knapsack sprayer  |
| 64      | Quantity nails  |
| 65      | Quantity implement pins   |
| 66      | Quantity health and safety protective clothing                              |
| 67 - 73 | Quantity various power tools, single phase                                  |
| 74      | <b>Jamec Pen</b> controlled hose reel                                       |
| 75      | <b>Nilfisk</b> Maxxi II vacuum, single phase                                |
| 76      | <b>Stihl</b> 023C petrol chainsaw   |
| 77      | <b>Husqvarna</b> 128R petrol strimmer                                       |
| 78      | Pair workshop lights, single phase  |
| 79      | Oxy-acetylene trolley, gauge and torches                                    |
| 80      | <b>BOC Ltd</b> arc welding unit   |
| 81      | Quantity PTO guards and shafts  |
| 82      | <b>Sealey</b> Power Welder 180 MiG welder, single phase.<br>Model No: 180XT |
| 83      | <b>SIP</b> Ideal 350 Super MiG welder, 3 phase                              |
| 84      | 2015 <b>Welvent</b> GA110E portable gas heater                              |
| 85      | <b>Thermobile</b> TA40 diesel heater, spares or repair                      |

## Sale by Auction

86	<b>Thermobile</b> TA40 diesel heater
87	<b>Sealey</b> pillar drill on stand, single phase. Model: GDM/20A/12B
88	<b>Truecraft</b> parts washer, 50gal capacity, single phase
89	3No <b>Scatterbird</b> MKII bird scarers
90-91	0.5t transmission jack
92	Workshop anvil on stand
93	<b>Sealey</b> 100w generator/invertor 230v
94	<b>Magnum</b> generator 115v / 230v complete with <b>Honda</b> 13hp engine
95	2015 <b>Maestri</b> Ad blue pump
96	Tenderometer, single phase
97	<b>Belle</b> Minimix 150 cement mixer and stand, single phase
98	Aeration fan, 3 phase
99	<b>Lowara Hydrovar</b> pump controller
100	Generator control unit
101	2015 <b>ABAC</b> 200 HP5.5 air compressor, 3 phase. Serial No: 4116019759
102	PTO driven pump
103	<b>Application Techniques Ltd</b> ATV sprayer tank
104	3 point linkage metal frame
105	<b>Phillard</b> Dirt Driver, diesel pressure washer, single phase
106	2013 <b>Doosan</b> 726 compressor, single axle
107	4 cylinder diesel generator 30kVA, single axle
108	<b>Carberry</b> 1,115 litres bunded oil tank
109	300 gallon diesel tank
110-113	3No metal pea tanks
114	2No timber beams
115	Quantity IBC's
116-118	2No open top metal tanks suited to housing IBC
119	Roller shutter door No. 1 W 102cms x H 214cms
120	Roller shutter door No. 2 W 102cms X H 239cms
121-123	6No <b>Moore</b> concrete portable grain retaining panels
124	Pair 10.0/75-15.3 wheels and tyres

## Sale by Auction

125	Pair 20.5R16 wheels and tyres
126	Pair 10/80-15.3 wheels and tyres
127	4No 12.5/80-15.3 wheels and tyres
128	<b>AGCO</b> 900kg front weight block
129-134	Spare lots

## IRRIGATION EQUIPMENT & FITTINGS

135-138	Quantity 4" lay flat hoses
139	Quantity 5" lay flat hoses
140	5No 4" hydrants suited to <b>Farrow</b> or <b>Wright Rain</b>
141	4No 4" hydrants suited to <b>Farrow</b>
142	2No 4" Tees suited to <b>Farrow</b>
143	1No 4" 90 degree bend suited to <b>Farrow</b>
144-149	5No 4" hydrants suited to <b>Wright Rain</b>
150-151	5No 5" hydrants suited to <b>Wright Rain</b>
152	4No 4" 90 degree bends
153	5No 5" 90 degree bends
154	6No 5" male to 4" female
155	4No 4" male to 5" female
156	2No tap 4" inlet to 5" outlet
157	1No 5" 45 degree bend
158	10No taps 4" inlet 4" outlet
159	2No 4" male hose tail
160	1No 5" male <b>Wright Rain</b> to 4" <b>Farrow</b> female
161	2No 4" end Tee
162	1No 4" side Tee
163	73No <b>Farrow</b> 4" irrigation pipes
164-165	50No <b>Wright Rain</b> 5" irrigation pipes
166	16No <b>Wright Rain</b> 5" irrigation pipes
167-169	50No <b>Wright Rain</b> 4" irrigation pipes
170	60No <b>Wright Rain</b> 4" irrigation pipes
171	<b>Perkins</b> single axle irrigation pump with 6 cylinder diesel engine

## Sale by Auction

- 172 **Newholme Engineering Ltd** single axle irrigation pump with **Deutz** air cooled 6 cylinder engine and **Murphy** control unit  
 173 c.2010 **Briggs** irrigation boom complete with rain gun, 72m reach  
 174 c.2016 **Briggs** irrigation boom complete with rain gun, 72m reach. Serial No: RSO/2-17530312  
 175 1996 **Irrifrance** Irridoseur 100/400 single axle irrigation reel  
 176 2009 **Briggs** 110-470 irrigation reel, single axle. Serial No: E290957  
 177 Quantity misc. irrigation fittings  
 177-184 Spare lots

## POTATO BOXES

- 185-188 40No 1 tonne boxes **H&K Timbers** suited to potato storage  
 189 20No 1 tonne boxes **H&K Timbers** suited to alternative uses  
 190-193 40No 1 tonne boxes **H&K Timbers** suited to alternative uses  
 194 Quantity repair boards

## CULTIVATION EQUIPMENT & IMPLEMENTS

- 195 **Reekie** Reliance destoner, multi web (1.5m web) complete with stone elevator and separator  
 196 1999 **Vicon** Greenland 24m fertiliser spreader, hydraulic border control. Serial No: 77150-1258  
 197 2001 **McConnel** Topper 9 pasture topper, linkage mounted  
 198 2013 **Maschio** Bisonte 300 front and rear mounted flail mower with side shift. Serial No: 139350334  
 199 2016 **McConnel** PA6065 hedge cutter with 1.5m flail head, 3pt linkage attachments, joystick control. Serial No: M1642790  
 200 3 leg subsoiler with rear crumbler (11ft frame), linkage mounted  
 201 12ft fixed heavy duty pig tail cultivator with rear packer, linkage mounted  
 202 4m pig tail cultivator, linkage mounted, manual folding  
 203 5 leg paraplow, linkage mounted  
 204 **Bomford** Superflow 9 leg 8ft cultivator, linkage mounted

## Sale by Auction

- 205 **Lely-Terra** 400-45 4m power harrow with wheel eradicators and flexi-coil roller, linkage mounted  
 206 2016 **Sumo** Strake 8m straw rake, hydraulic folding. Serial No: AC418  
 207 **Simba** Cultipress 4.6m with active tines and DD ring packer, hydraulic folding. Serial No: 18008699  
 208 2018 **Lemken** Jewel 8 MOF 6 furrow reversible plough with slatted mouldboards and skimmers, on-land/in furrow, manual vari-width. Serial No: 450338  
 209 2022 **Sumo** Trio 3 3m cultivator, 6 leg, twin discs and rear packer with scrapers. Serial No: BB693. Model No: TR3SP  
 210 2021 **Lemken** Heliodor 9 6m compact disc harrow complete with levelling boards to discs and rear packer, hydraulic folding. Serial No: 485449  
 211 2016 **Sumo** DTS4 4m deep tillage drill with **Dickey John** blockage sensor, hydraulic folding. Hectares drilled: Approx. 2,243ha. Serial No: AD 297 c/w spare RDS control box and set bean coulters  
 212 2016 **Cousins** Sidewinder 12.4m horizontal folding Cambridge rolls. Model No: CRHZ1224B. Serial No: 095  
 213 **Brian Grave** 6m vertical folding Cambridge rolls  
 214-215 Spare lots

## TRAILERS

- 216 6ft 6' x 5ft single axle car trailer on 25 x 12.00-9 wheels and tyres complete with ramps  
 217 16ft x 7ft 6" mobile exhibition hut / office, twin axle complete with separate storage area on 175R13 wheels and tyres with rear roller shutter door  
 218 Diesel bowser, single axle on 12.5/80-15 wheels and tyres  
 219 Diesel bowser, 1,000 gallon with electric pump on 385/65R22.5 wheels and tyres  
 220 Water bowser, single axle on 15R22.5 wheels and tyres complete with PTO driven pump (spares)





## Sale by Auction

- 221 **Ifor Williams** GD64MK3 6ft x 4ft single axle trailer.  
Serial No: SCK20000013592618
- 222 **Ifor Williams** LM166G 16ft 3.5t twin axle trailer complete with  
ramps. Serial No: SCK60000050438556
- 223 High-Lift trailer complete with body and auto-tailgate, single axle
- 224 High-Lift trailer chassis, single axle on 12.5/80-15.3 wheels and  
tyres
- 225 Single axle flat bed trailer with water bowser, hydraulic tipping on  
12.5/80-15.3 wheels and tyres
- 226 **Massey Ferguson** 3t single axle tipping trailer on **Michelin** 7.50-16  
wheels and tyres
- 227 Low Loader, 15ft x 7ft 6" metal floor with rear lowering axle on  
10.00/80-12 wheels and tyres
- 228 Low loader 12ft with metal floor and lowering rear axle on  
385/65R22.5 wheels and tyres
- 229 2007 **Marston MAS Griffiths** PT4 8m twin axle bale trailer with  
sprung drawbar on 385/65R22.5 wheels and tyres. Serial No: 214196
- 230 10t twin axle hydraulic tipping trailer with manual tailgate and  
grain chute on 11.5/80-15.3 wheels and tyres
- 231 2015 **Herbst** Hi-Side 14t twin axle dump trailer with sprung  
drawbar and hydraulic tailgate on 385/65R22.5 wheels and tyres.  
Serial No: JR0940162112A
- 232 2017 **Bailey** 14t twin axle root taylor with sprung drawbar, hydraulic  
tailgate with grain chute and rollover sheet on **Michelin**  
560/60R22.5 wheels and tyres. Serial No: 1610014
- 233-235 Spare lots

## Sale by Auction

### MATERIALS HANDLERS & ATTACHMENTS

- 236 2010 **Toyota** Toner 30 3t diesel forklift. Hours: 2,075
- 237 2015 **JCB** 8055 RTS 5.5t rubber tracked excavator with front blade,  
twin speed tracking and complete with 1ft digging, 2ft digging and  
4ft ditching buckets. Datatag Registered. Hours: 2,400
- 238 2017 **JCB-Agri** 12ft grain pusher with Q-fit attachments.  
Serial No: K3783
- 239 **Turf** general purpose bucket with Q-fit attachments
- 240 Bale spike with Q-fit attachments
- 241 Farm made man platform with pallet tine attachments
- 242 **Strimech** box tippler, hydraulic operated with Q-fit attachments

### SPRAYER

- 243 1998 **Househam** Sprint 24m self-propelled sprayer, 2,000l tank  
with single nozzle galvanised lines on 12.4-28 wheels and tyres  
48x25R26 wheels and tyres. **Topcon** Auto-steer GPS. Reg: S138 FTL.  
Hours: 7,787. Chassis No: HDSA1288199. Sold with 48x25R26  
flotation wheels and tyres

### ATV

- 244 2016 **John Deere** Gator 855D with power steering, manual tip.  
Datatag Registered. Reg No: YW16 AOM. Hours: 331. Km: 3,596.  
Serial No: IMO 855 DEJGM 110334
- 245 2018 **Delmetre** slug pelleter. Serial No: 4848. Type: 28.3V
- 246 **Scorpion** ATV sprayer, 40gal tank with **Flojet** 12v pump, lance,  
booms etc

### VEHICLE

- 247 1999 **Land Rover** Defender 90, manual with leather upholstery,  
red on 205/80R16 wheels and tyres. Reg No: V408 ADE.  
Mileage: 137,000. MOT until: 24th September 2024



**TRACTORS**

- 248 1961 **Massey Ferguson** 35 2wd diesel tractor complete with rear linkage, PTO and hitch on 6.00-16 front and 12.4-28 rear wheels and tyres. Reg No: 538 AFW. Hours: Unknown.  
Serial No: SNM 250713
- 249 1976 **Massey Ferguson** 185 2wd diesel tractor complete with canvas cab, rear linkage and PTO on 7.50-16 front and 13.6-38 rear wheels and tyres. Reg: NTL 463P. Hours: 6,784.  
Serial No: MBH 328191
- 250 2003 **Massey Ferguson** 6475 Dynashift 40kph 4wd tractor with front suspension, 3 manual spools, 16No 40kg front wafer weights on **BKT** 380/85R28 front and **Goodyear** 460/85R38 rear wheels and tyres. Reg No: FX53 CVE. Hours: 9,043. Serial No: M244009
- 251 2016 **Massey Ferguson** 7720 Dyna-6 50kph 4wd tractor with front linkage and PTO, cab and front suspension, 4No electric spools, ISOBUS, air brakes, **Top-Con** GPS/RTK unlocked on **Michelin** 480/70R36 front and 620/70R42 rear wheels and tyres. Datatag Registered. Reg No: YX16 CUA. Hours: 3,986.  
Serial No: XE-X65E43LA2B
- 252 2021 **Massey Ferguson** 8S.265 Dyna-E 50kph 4wd tractor with front linkage, cab and front suspension, 4 electric spools, hydraulic top link, ISOBUS, air brakes, RTK guidance ready on **Michelin** 600/60R30 front and 710/60R42 rear wheels and tyres. Datatag Registered. Reg: YX21 EUJ. Hours: 1,918.  
VIN NO: VKKMB840KLB329032

**COMBINE HARVESTER**

- 253 2017 **Massey Ferguson** Activa 7347-S combine harvester, yield monitor, 6 straw walkers, straw chopper complete with 20ft power flow header on **Trelleborg** 800/65R32 front and 540/65R24 rear wheels and tyres. Dealer serviced. Reg: YX18 FXO.  
Engine Hours: 929. Drum Hours: 716.  
Serial No: \*ZN205650T03010400 c/w **Shelborne Reynolds** C7500 twin axle header trailer and twin side knives



## FORTHCOMING AUCTIONS

12th September 2024  
Stratford-upon-Avon, Warwickshire

17th September 2024  
South Norfolk

26th September 2024  
Bourn, Cambridgeshire

10th October 2024  
Nr. Grantham, Leicestershire

24th October 2024  
Pertenhall, Bedfordshire

31st October 2024  
Nr. Spalding, Lincolnshire

9th November 2024  
Newark Vintage Auction

## Conditions of sale for Machinery Auction With 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

A Buyer's Premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 20%.

### 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



## 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: 244**



**LOT: 232**



**LOT: 231**



**LOT: 243**



**LOT: 237**



**LOT: 206**



**LOT: 199**



**LOT: 207**

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