

BROWN & CO

SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT: 185



LOT: 184



LOT: 183



LOT: 182



LOT: 175



LOT: 159



LOT: 161



LOT: 160

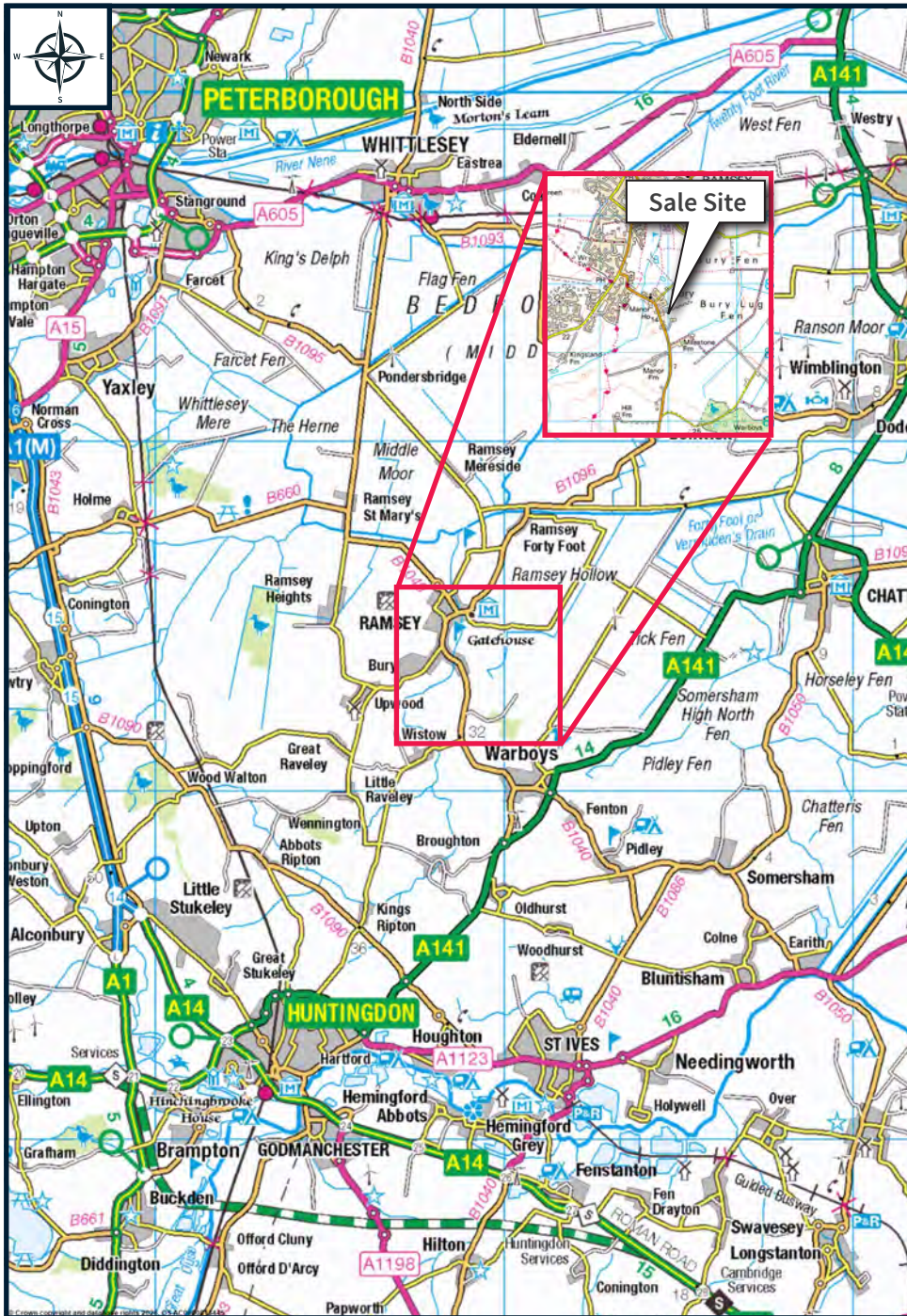
Thursday 25th June 2026 at 10.30am
Hall Farm, Warboys Road, Bury, Huntingdon,
Cambridgeshire, PE26 2NU

BidSpotter
.co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On Instructions from D S S Horsford

AUCTION OF COMBINE HARVESTER, SELF PROPELLED SPRAYER, JOHN DEERE TRACTORS, TRAILERS, CULTIVATION EQUIPMENT AND WORKSHOP EQUIPMENT

Thursday 25th June 2026
Commencing 10.30am prompt

Hall Farm, Warboys Road, Bury, Huntingdon,
Cambridgeshire, PE26 2NU

Viewing: 10am until 4pm on Wednesday 24th June 2026
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 A141 roundabout at Warboys, take the exit towards Ramsey. Continue through Warboys on Ramsey Rd for approximately 3 miles into Bury. The sale ground is the first entrance on your right.

If approaching from Holme, follow the B660 approximately 4.5 miles to Ramsey St Mary's. At the T-junction take the right towards Ramsey, after 0.5 miles turn left onto the B1040. Continue into Ramsey, at the T-junction take the right towards Bury and follow high street for approximately 1 mile. After passing the church the sale ground is the third exit on your left.

The sale ground will be signposted on the sale day and the nearest postcode is **PE26 2NU**.

What3words: hacksaw.salon.manliness

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 Thursday 2nd July 2026.

LOADING FACILITIES

Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after Thursday 2nd July 2026 will be re-sold (see section 12 of the Conditions of Sale).

The Auctioneers and Seller will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and **all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.**

Vehicles entering the sale ground for loading must operate below a 5mph speed limit and move with caution.

Purchasers Please Note

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 24th June 2026 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

QUANTITY MISC WORKSHOP EQUIPMENT AND BUILDING MATERIALS

- 1 Quantity office furniture
- 2 **Bisley** 4 drawer office filing cabinet
- 3 **Bisley** 2 drawer metal filing cabinet
- 4 Quantity heavy duty workshop racking, 5.8m x 1.3m
- 5 Quantity workshop racking, 2.7m x 0.5m
- 6 6 gun metal cabinet
- 7 9ft metal shelving unit
- 8 Quantity workshop racking, dismantled
- 9 Storage racking with 20No storage bins
- 10 Metal racking, 1.7m
- 11 Metal locking cabinet, 2.0m x 0.4m x 0.9m
- 12 Metal work bench with wooden top
- 13 Wooden work bench with vice, 55" x 18"
- 14 10No metal workshop trestles
- 15 Medium dog crate
- 16 Large dog crate
- 17 **Gravelmaster** car kennel
- 18 Fox/vermin trap
- 19-20 Quantity vermin traps
- 21 Wooden chicken coop
- 22-23 Quantity galvanised poultry feeders
- 24 Quantity galvanised poultry feeders and drinkers
- 25-26 10No plastic game feeders
- 27 Quantity rubber matting
- 28 4No acrow props
- 29 Tarpaulin trailer sheet
- 30-34 Quantity armoured electrical cable
- 35-37 Quantity electric fencing wire, stakes and energisers
- 38 Quantity nuts and bolts
- 39-41 Quantity workshop tools
- 42 **Batium** 15/24 battery charger, single phase
- 43 Workshop anvil
- 44 **Master** Instant Heater diesel space heater, single phase
- 45 **Reco** knife sharpener

Sale by Auction

46	Quantity hazard trailer signs
47	Trailer light board
48	G Lewis & Son sack winding barrow
49	Sack barrow
50-52	Quantity hessian bags and sacks
53-54	Quantity misc tractor oils
55	Quantity vehicle anti-freeze
56	Quantity John Deere Hy-Gard oil barrels with manual pump
57	Quantity John Deere CTS combine crop lifters
58	Large quantity Bettinson drill spares
59	Quantity Lemken Europal plough spares and mouldboards
60	Quantity Kverneland drill spares
61	Quantity mole plough spares
62	Quantity sprayer spares
63	RO320TS2C sprayer pump
64	Quantity Kuhn calibration trays
65	Plastic tractor window hedgecutting guards
66	Mase Multiwork arc welder with petrol engine
67	1984 Spaldings workshop compressor, single phase, 16 amp. Serial No: 2016
68	Quantity air tools
69	Truecraft bearing puller kit
70	Ajax band saw, single phase
71	2No 12v diesel pumps
72	2No Scatterbird Mark 2 bird scarers
73	3No Scatterbird Mark 1 bird scarers
74	Tanton Tornado bird scarer
75	2No Tanton bird scarers
76	Stihl HS45 petrol hedge cutter
77	Stihl FS220 petrol strimmer
78	Typhoon blower unit, 3 phase
79	Big Brute vaccum cleaner, single phase, 230v. Serial No: K48915
80	4 wheel trolley 28" x 63"
81-82	Quantity grain pedestals with West Engineering 3 phase motor
83	Quantity grain pedestals with Brice Baker 3 phase motor
84	3No grain aeration spears with single phase motor

Sale by Auction

85	Sinar 6300 grain moisture analyser
86	Sinar AP6060 grain moisture analyser
87	Galvanised metal water tank, 8 ft
88	AR250 water pump, PTO driven
89	9No metal curved roof sheets
90-91	Metal stillage, 1.1m x 0.6m x 0.7m
92	Quantity RSJ lengths
93	Quantity concrete 6" shuttering
94-95	Quantity concrete slabs
96	Quantity pantiles
97	Quantity metal checker plate sheets
98	Pair metal car ramps
99	16No wooden roof trusses to fit 5.5m roof span
100	2013 15,000l bunded diesel tank, single phase with Piusi Cube 70 diesel pump
101-130	Spare lots

SOLD IN SITU

131	20ft shipping container, chemical store. Sold in situ, buyer to remove
132	10ft shipping container, wooden floor. Sold in situ, buyer to remove
133	40ft shipping container, wooden floor. Sold in situ, buyer to remove
134	12ft x 8 ft insulated electric container with electrical fittings and air conditioning unit. Sold in situ, buyer to remove

WHEELS AND TYRES

135	Single Dunlop 385/65R22.5 wheel and tyre, 8 stud
136	Pair Michelin 500/70R24 tyres only
137	Set Goodyear 16.9R30 front and 20.8R42 rear Stocks dual wheels and tyres with clamps
138	Pair Kleber 20.8R38 rear Stocks dual wheels and tyres with clamps
139	Spare lot

Sale by Auction

CULTIVATION EQUIPMENT AND IMPLEMENTS

- 140 Buck rake, linkage mounted
- 141 **ALKO** PTO driven saw bench with new blade
- 142 **Evans & Pearce** Mark 3 slug pelleter
- 143 **Opico** Hatzenbichler Air 8 pneumatic applicator
- 144 2008 **Stocks** FanJet 65 pelleter. Serial No: 041820
- 145 Chain harrows 4m with stretcher
- 146 Gang Cambridge rolls, 1No 8ft, 2No 4ft
- 147 2010 **Suton** BX240 tine mounted yard brush, 2.4m. Serial No: 25266
- 148 1995 **McConnel** 6ft pasture topper, linkage mounted, PTO driven. Serial No: 20020B
- 149 2012 **Bomford** Kestrel E hedge cutter with **Bomford** Pro Trim 1.2m flail, manual lever control. Model No 9057301. Serial No: BB121057
- 150 2014 **Teagle** Trinciangini TA/PS, 2.5m side offset flail mower. Serial No: 65835140AB
- 151 **Parmiter** 20ft seed harrow
- 152 **Parmiter** Bettinson TC4, 4m drill with bout markers, wheel track eradicators and end tow kit, 32 coulters. Serial No: TCHC5268
- 153 **Parmiter** 3.5m trailed discs, manual depth control with rear drawbar
- 154 2001 **Michael Moore** Hi-Rider single leg trailed mole plough on 7.5-16 wheels and tyres. Serial No: 2053
- 155 2002 **Lemken** Europal 8, 6 furrow reversible plough with skimmers. Serial No: 253161
- 156 2000 **Kuhn** HR4003D 4m power harrow with rear tooth packer and rear linkage framework. Serial No: A1665
- 157 2012 **Kuhn** HR4004D 4m power harrow with rear tooth packer and rear linkage framework Serial No: B0660
- 158 De-mount 4m seed box, land wheel drive with demount legs
- 159 **Sumo** Trio 3, 3m cultivator with 6 subsoiler legs to 2 rows of discs and rear packer, linkage mounted. Serial No: 2091
- 160 2012 **Simba** CultiPress 4.6m, with Pro-active tines to rear DD packer, hydraulic folding. Model No: CP/4.6/FW. Serial No: 4346001235
- 161 2009 **Kverneland** Accord TS EVO 6000 tine drill with bout markers, wheel track eradicators and tramline markers. Serial No: ACPNDxx57487

Sale by Auction

- 162 1988 **Cousins** Contour 8.2m vertical folding Cambridge rolls. Model No: CRA8323H24P. Serial No: 98417
- 163 2009 **Amazon** 1500 24m/36m fertiliser spreader with S500 hopper extension, border control c/w metal stand. Serial ZAM0069965
- 164-169 Spare lots

TRAILERS & BOWSERS

- 170 Diesel bowser with 12v pump, single axle on 8.00-19 wheels and tyres
- 171 Diesel bowser with 12v pump, single axle on 6.00-19 wheels and tyres
- 172 2,000l trailed water bowser with **Honda** GX140 petrol pump, single axle on **UniRoyal** 11L-5SL wheels and tyres
- 173 Wooden livestock trailer, single axle on **BKT** 6.00-16 wheels and tyres
- 174 4 wheel trailer, wooden floor, 14ft x 6.6ft
- 175 2014 **Herbst** 14t dump trailer with sprung drawbar, hydraulic tailgate, twin axle on 385/65R22.5 wheels and tyres. Serial No: SJ88140161519
- 176 1985 **Ken Wootton** 14t grain trailer, sprung drawbar, manual tailgate and grain chute, twin axle on 425/65R22.5 wheels and tyres. Serial No: 14.1190
- 177 2004 **AS Marston** 14t twin axle grain trailer with sprung drawbar, hydraulic brakes, manual tailgate, grain chute on 385/65R22.5 wheels and tyres. Serial No: 210787

QUAD BIKE

- 178 **Honda** Fourtrax petrol quad bike, 4wd on Maxus 24 x 8-12 front and 24 x 10-11 rear wheels and tyres. KM: 4,350
- 179 ATV 120l sprayer with hand lance
- 180 2m spray boom
- 181 4m spray boom



Sale by Auction

SELF PROPELLED SPRAYER

- 182 1999 **Househam** Sprint 24m self-propelled sprayer with 2,000l tank, triple nozzle bodies, single line on 540/65R24 wheels and tyres. Reg: V974 XVL.
Hours: 6,567. Serial No: HDSA0789248 c/w set **Continental** 12.4R28 wheels and tyres to suit **Househam** sprayer

TRACTORS

- 183 2012 **John Deere** 6930 Premium AutoQuad 50kph 4wd tractor with Command Centre, front suspension, air brakes, 3No electric spools with **John Deere** 900kg front weight and **John Deere** AutoTrac Universal 300 steering unit on **Continental** 420/85R28 front and 520/85R38 rear wheels and tyres. Datatag Registered.
Reg: AE12 CMZ. Hours: 2,942. Serial No: 1LO6930NCCN712149
- 184 2015 **John Deere** 8295R Powershift 4wd 40kph tractor with front suspension, 4No electric spools, ISOBUS, GPS ready with 2No 625kg rear inner wheel weights and **John Deere** 1,150kg front weight on **Trelleborg** 600/70R30 front and 650/85R38 rear wheels and tyres. Datatag Registered. Reg: AE15 BYT. Hours: 1,844.
Serial No: 1RW8295REEP093125

COMBINE HARVESTER

- 185 2014 **John Deere** T670 Hillmaster combine harvester, 6 straw walkers, **Rekord** straw chopper on **Michelin** 800/70R32 front and 480/80R26 rear wheels and tyres, GPS ready with 2013 **John Deere** 625R header with twin side knives and **Zurn** header extensions with 2014 **Shelbourne Reynolds** C7500 twin axle header trailer.
Reg: AF14 KXC. Engine Hours: 1,040. Drum Hours: 807.
Serial No: 1Z0T670BEEL093155

GUIDANCE

- 186-187 **John Deere** Starfire 3000 receiver

Sale by Auction

INCLUDED BY KIND PERMISSION

- 189 2024 **John Deere** R692i Powerspray 36m trailed sprayer, section and individual nozzle control, boom suspension, quick fill rinse tank, air brakes, hydraulic jack, LED lighting system, **Scharmuller** ball hitch on **Alliance** VF520/85R46 wheels and tyres. Hectares Sprayed: 6,831. Serial No: 1WZ0962RJR0240331J
- 190 2021 **Weaving** GD3000M drill complete with **Stocks** AG Rotor-Meter applicator, 166mm row spacings compatible with ISOBUS or independent screen.
Hectares drilled: 892. Serial No: WM04202-2021
- 191 **Claydon Sulky** Optiline 4.8m drill with Pro-active tines and press wheels, hydraulic folding, complete with set of press wheels, bean and corn chutes, and full set of feet. Hectares drilled: Unknown. Serial No: 07 4.8 064
- 192 2017 **Mzuri** Re-hab 2.4m low disturbance sub soiler, front discs to auto-reset legs, rear depth wheels. Serial No: 102512017
- 193 2001 **Quivogne** Tinemaster TM3.20 3.2m fixed front discs to legs to rear discs with rear services c/w 38x20.00-16 NHS wheels and tyres.
Serial No: TM3.20 7734
- 194 2006 **Agri-Tek** single axle fuel bowser with 12v pump on **Federal** 185R13C wheels and tyres. Serial No: 1992
- 195 **Maschio** Rapido 6m hydraulic folding power harrow with rear tooth packer and quick release tines
- 196 **Maschio** 6m hydraulic folding power harrow with rear spiral roller
- 197 Set **Maschio** quick release power harrow tines to suit 6m machine
- 198 **Lely** 4m power harrow with rear tooth packer
- 199 Bunded 2500l plastic fuel tank with electric pump and nozzle
- 200 **Techneat** Microcast 250 granular/OSR applicator with 6 outlets
- 201 Quantity **Kverneland** 6m bout and pre-em markers
- 202 Quantity various bout markers
- 203-205 Quantity assorted 4inch irrigation pipes 9m
- 206 Quantity assorted irrigation fittings
- 207 Grain bucket 1.25t with **Sanderson** attachments
- 208-209 **Samon** onion topper
- 210 **Samon** single bed onion hoover
- 211 **Grimme** 2 row potato topper
- 212 **Vicon** water bowser with pump, spares or repair

BROWN & CO

FORTHCOMING AUCTIONS

Tuesday 2nd June

Sale by Auction of Farm Machinery & Equipment

Long Stratton, Norfolk

Contact Simon Wearmouth 07768 465744 or Victoria Walters 07990 418021
simon.wearmouth@brown-co.com or victoria.walters@brown-co.com

Thursday 4th June to Tuesday 9th June

Online Timed Auction of Farm Machinery & Equipment

Sibsey, Lincolnshire

Contact George Watchorn 07919 015675 or Jon Clampin 07717 512498
george.watchorn@brown-co.com or jon.clampin@brown-co.com

Tuesday 16th June

Sale by Auction of Farm Machinery & Equipment

Ellington, Cambridgeshire

Contact George Watchorn 07919 015675 or Jon Clampin 07717 512498
george.watchorn@brown-co.com or jon.clampin@brown-co.com

Friday 12th June to Monday 22nd June

National Online Timed Auction of Machinery, Straw & Forage

Contact Simon Wearmouth 07768 465744 or Victoria Walters 07990 418021
simon.wearmouth@brown-co.com or victoria.walters@brown-co.com

Thursday 25th June

Sale by Auction of Farm Machinery & Equipment

Bury, Cambridgeshire

Contact George Watchorn 07919 015675 or Jon Clampin 07717 512498
george.watchorn@brown-co.com or jon.clampin@brown-co.com

Monday 29th June to Wednesday 8th July

Online Timed Auction of Farm Machinery & Equipment

Gaydon, Warwickshire

Contact Tom Birks 07919 015677 or Lucy Elcock 07500 124758
tom.birks@brown-co.com or lucy.elcock@brown-co.com

Friday 10th July

Sale by Auction of Farm Machinery & Equipment

Winwick, Cambridgeshire

Contact George Watchorn 07919 015675 or Jon Clampin 07717 512498
george.watchorn@brown-co.com or jon.clampin@brown-co.com

CONDITIONS OF SALE FOR MACHINERY SALES BY 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

Conditions of Sale for Machinery Auction

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 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.



LOT: 155



LOT: 157 & 158



LOT: 156



LOT: 149



LOT: 176



LOT: 154



LOT: 162



LOT: 153

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