

# BROWN & CO

## SALE BY AUCTION OF EXTENSIVE COLLECTION OF VINTAGE BYGONES AND CRAWLERS



**LOT: 702**



**LOT: 701**



**LOT: 699**



**LOT: 700**



**LOT: 697**



**LOT: 696**



**LOT: 672 & 673**



**LOT: 698**

**Saturday 30th August 2025 at 10am**  
Whitacre Hall, Nether Whitacre,  
Coleshill, Birmingham, B46 2PD

**BidSpotter**  
co.uk

**i-bidder.com**

**BROWN & CO**

Property and Business Consultants



On Instructions from E T Pickworth & Son

# **AUCTION OF CRAWLERS, VINTAGE IMPLEMENTS, RURAL BYGONES TOGETHER WITH CONTENTS OF TEA ROOM & FAIRY TRAIL**

Saturday 30th August 2025  
Commencing 10am prompt

Whitacre Hall, Nether Whitacre, Coleshill, Birmingham B46 2PD

**Viewing:** 10am until 4pm on Friday 29th August 2025  
and on the morning of the sale from 8am only

**PLEASE NOTE:** The sale of lots 500 onwards shall commence no later than 12.30pm. The auction of earlier lots will continue however online bidding priority will be given to lots 500 onwards. Online bidders wishing to purchase earlier lots are encouraged to leave commission bids with the auctioneers.



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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](http://brown-co.com)



## Purchasers Please Note

### LOCATION

From Coleshill take Blythe Road towards Shustoke and continue along Blythe Road for approximately 4 miles. Upon entering Furnace End turn left at the crossroads onto Tamworth Road. Continue along Tamworth Road into Nether Whitacre for 1.8 miles and then turn right onto Dog Lane. Follow Dog Lane for the further 0.8 miles and the farm is on the left hand side.

From Junction 10 of the M42 exit and take Trinity Road signposted 'Kingsbury'. Upon entering Kingsbury continue along Trinity Road and then join the A51 towards Coventry. At Kingsbury Roundabout take the exit onto the B4098 Coventry Road and continue for a further 2.2 miles. Upon entering Nether Whitacre turn left onto Dog Lane and follow this for 0.8 miles and the farm is on the left hand side.

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

**What3words:** impaled.races.darts

### HGV Access

Use Dog Lane from Nether Whitacre. DO NOT follow SAT NAV.

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 Friday 5th September 2025.

### 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 Friday 5th September 2025 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 in respect of tractors, crawlers and materials handlers and a Buyers Premium of **10%** of the hammer price is payable on all other lots. This is subject to VAT at 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

unless otherwise indicated. Some of the lots are part of a private collection and will not attract VAT, these will be clearly labelled with a sticker on the sale day.

### 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

Friday 29th August 2025 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:

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

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**PLEASE NOTE:** The sale of lots 500 onwards shall commence no later than 12.30pm. The auction of earlier lots will continue however online bidding priority will be given to lots 500 onwards. Online bidders wishing to purchase earlier lots are encouraged to leave commission bids with the auctioneers.

## MISCELLANEOUS EQUIPMENT, IMPLEMENT PARTS AND SPARES

1-649

**To be catalogued at time of auction and to include:**

**Large quantity contents from Tea Room & Fairy Trail:**

3No steaming pots

Cake boxes and stands, 1ft

Quantity cappucino mugs, 2ft

Freestanding A Board

Quantity garden ornaments

Honey display shelf

**Kenwood** mixer

**Kitchen Aid** stand mixers

**HP** Deskjet printer

Potato skinner

Quantity bake wear accessories

Quantity baking tins and accesories

Quantity balance scales

Quantity bowls

Quantity camping equipment

Quantity cooking pots

Quantity dishwasher cleaning trays

**Polar** industrial fridge

**Polar** industrial freezer

Quantity espresso cups and saucers

Quantity fabric chairs

Quantity glass jars

Quantity household china

Quantity jam jars and lids

Quantity microwaves

Quantity miscellaneous glasses

Quantity mixed kitchen sundries

Quantity parasols

Quantity picture frames

## Sale by Auction

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Quantity pint glasses  
Quantity plates  
Quantity wicker baskets  
Quantity round tables  
Quantity scales  
Quantity saucers  
Quantity sugar bowls  
Quantity tea cups  
Quantity tea pots  
Quantity seasonal decorations  
Quantity wooden chairs c.100  
Quantity wooden tables  
Quantity wooden decorations for fairy trail  
Quantity salt, pepper and vinegar pots  
Sodastream  
Stainless steel tables  
Sunngas camping stove  
Table  
Toilet roll holder  
Wooden boxes  
Wicker conservatory furniture  
3 piece sofa  
Quantity high chairs  
Deep fat fryer  
2No contact grills

### **Large Quantity Vintage Sundries and Equipment to include:**

Extensive collection of vintage butter churns c.50

**C. Llewellyn & Son** industrial butter churn, electric driven

Glass butter churns

Quantity household mangles

Barrel trolley

Quantity sack winding barrows

Sack barrow

**Allen** scythes

**Bentall & Co** OCB cake breaker

**Bentall & Co** chaff cutter



## Sale by Auction

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**Albion** chaff cutter  
**Bamfords** root cutter  
**H. Bamford** roller mill  
Commode  
**Cooper** knapsack sprayers  
Quantity cream separators  
Quantity dolly tubs  
Electric churns  
Galvanised steel bath tubs  
Grinding wheels  
Homemade metal lathe  
Metal pedestrian garden roll  
Quantity milk coolers  
Piano  
Vintage prams  
Quantity aluminium milk churns  
Quantity belfast sinks  
Quantity belts and pulleys  
Cheese presses  
Cheese press stones  
Quantity cheese chests  
Quantity cheese presses  
Quantity dollies and churns  
Quantity hand tools  
Quantity hand tools on display boards  
Quantity milk heaters  
Quantity various butterchurn sundries  
Quantity winnowing machine spares  
Sack scales  
**Sweeney** freestanding press  
Vintage vacuum  
Vintage butter cutting machine  
Vintage incubator  
Vintage oil dispenser  
Vintage petrol cans  
Vintage seed drill, spares and repairs  
Quantity wash dollies

## Sale by Auction

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Quantity wooden barrow drills

Winnowing machine with input and output elevators

### **Large Quantity Household Items, Equipment Spares and Sundries to include:**

Set car seats

Chicken coop

Concrete troughs

**Dennis** 3ft pedestrian cylinder mower, petrol engine. Serial No: 38279

Exercise bikes

Running machine

Extendable fencing barrier sections

Freestanding grain bin

Gas bottle trolley

Large quantity household items and sundries

2No **Joseph Evans** cast iron engine stands

Knife sharpening stone

Metal fuel tanks

Metal ceramic lined water tank

**Nilfisk** Alto grain vacuum, single phase

Parish boundary metal marker posts

Petrol engine

Quantity armoured cable

Quantity batteries

Quantity box section steel

Quantity cast guttering

Quantity cast wheels

Quantity electric cables

Quantity gate furniture

Quantity horticultural pots

Quantity large tree roots

Quantity metal rods

Large quantity staddle stones bases and tops

Quantity of clay drains

Large quantity of household furniture

Quantity plastic netting

Quantity PPE suits

Quantity road signs

Quantity wooden steps & ladders

## Sale by Auction

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**Scatterbird** Mark II bird scarer

School desk

Straw chopper

Water pumps

Quantity stationary engines

**Lister** 4cylinder diesel engine

Bulldozer blade and brackets to suit **Caterpillar** D4 crawler

Pair 12" metal tracks to suit **Caterpillar** D2 crawler

Quantity **Caterpillar** spares - fuel tanks, front grills, track idlers, grease buckets, hydraulic pumps, air cleaners, bonnets and tinwork, back ends, gearboxes, radiators, engines and spares etc

Quantity plough spares

Quantity roof tiles

Quantity plumbing

Quantity plumbing fittings

Quantity fencing wire

Quantity round wooden fence posts

Quantity scaffolding

Quantity sheep netting

Quantity square fence posts

Quantity tiles

Quantity timber

Quantity wooden gate posts

Quantity wooden sleepers and posts

Rotavator with petrol engine, spares and repair

Quantity stone troughs

Quantity concrete troughs

**Stocks** AG Fan Jet 28 slug pelleter

Cement mixer with **Petter** diesel engine

### VINTAGE IMPLEMENTS AND EQUIPMENT

- |         |  |
|---------|--|
| 650     | Horse drawn 2 row planter                            |
| 651-652 | Horse drawn scurry                                   |
| 653-654 | Horse drawn subsoiler                                |
| 655     | Horse drawn weeder                                   |
| 656     | <b>Bedford</b> Kell horse drawn single furrow plough |
| 657-659 | Vintage hay rake, trailed                            |

## Sale by Auction

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- 660 **Massey Harris** finger bar mower wheel driven, trailed  
661 Single furrow offset plough, linkage mounted  
662 Single furrow deep digger plough with skimmer, trailed  
663 **Ransomes** 3f conventional plough  
664 **Ransomes** Duotrac Major TS6L 2 furrow trailed conventional plough  
665 **Ransomes** TS94 linkage mounted, 6 furrow conventional plough with discs and skimmers. Serial No: TS94-14-6  
666 **Ransomes** trailed 8ft 6" cultivator  
667 **Ransomes** C13 fixed tine cultivator, trailed  
668 C tine 4 leg cultivator, linkage mounted  
669 **Zweegers** twin rotor haybob. Serial No: TH0126236

### IMPLEMENTS

- 670 **Parmiter** 16ft hydraulic folding seed harrow  
671 Farm made track leveller, linkage mounted  
672 2010 **Vaderstad** Carrier CR300 3m discs with rear packer. Serial No: CR-9735  
673 2012 **Quivogne** 5 leg subsoiler, with rear linkage. Serial No: 53007J  
674 Smalley trailed tool carrier  
675 **Quicke** manure grab 5ft with Euro 8 attachments  
676 **Cameron and Gardener** general purpose bucket with Euro 8 attachment  
677 2007 **Agriquip** bucket brush with Euro 8 attachments. Serial No: AQ943

### TRAILERS

- 678 **R.G. Le Tourneau** trailed scraper box, spares and repairs  
679 ATV bike trailer  
680-682 Airport baggage trailer  
683 **Ifor Williams** P6G single axle pig trailer on 155R13C wheels and tyres. Serial No: SCK200000Y0290962  
684 Single axle 18ft flat bed low loader trailer  
685 4 Wheel flat bed 16ft trailer with front and rear rave on 7.50-10 wheels and tyres  
686 Ex-lorry body 32ft single axle flat bed trailer  
687 Single axle 3t trailer, spares or repair  
688 **Weeks** 6t single axle dropside hydraulic tipping trailer on 12.5/80 - 15.3 wheels and tyres  
689 1987 **Dragon Trailers** 7t twin axle grain trailer with manual tailgate and grain chute on 12.5/8-15.3 wheels and tyres. Serial No: 00135

## Sale by Auction

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### GENERATORS AND ENGINES

- 690 **Lister** H4 diesel grain fan
- 691 **Bowman** engine on stand
- 692 **Bowman** engine on stand
- 693 **Caterpillar** US7 engine on stand. Serial No: 3J67L7 SP
- 694 **Caterpillar** diesel generator

### INDUSTRIAL FORKLIFT AND EXCAVATOR

- 695 1988 **Still** 7045 2.5t diesel/electric forklift. Hours: 4580. Serial No: 73131369.  
***Please note, this lot is to be reserved until Saturday 6th September 2025***
- 696 **Caterpillar** 215CLC 360 metal tracked excavator with hydraulic quick hitch, sold with 1ft, 2ft 4ft and 6ft buckets and v-ditching bucket. Hours: 14878.  
Serial No: 4HG02131

### VINTAGE CRAWLERS

- 697 **International** TD6 metal tracked crawler with 16" tracks and rear swinging drawbar. Serial No: TDBK1935
- 698 **International** BTD6 metal tracked crawler with 16" tracks, swinging drawbar, front lights and rear plough light. Hours: 6204
- 699 1941 **Caterpillar** D2, Narrow 12" tracks, swinging drawbar, rear PTO.  
Hours: 8256. Serial No: 3J5925SP
- 700 1942 **Caterpillar** D2, 16" metal track crawler, side diesel tank, swinging drawbar,  
Hours: 5152. Serial No: 5J5559SP
- 701 **Caterpillar** D4, 16" tracks, rear hyster winch, 9ft front dozer blade, Hours: 757
- 702 1949 **Caterpillar** D4 20" tracks, rear PTO and drawbar. Hours: 160 (showing).  
Serial No: 7U5045



# BROWN & CO

## FORTHCOMING AUCTIONS

**Onsite Sale of Modern Farm Machinery & Equipment**

4th September 2025  
Cambridgeshire

**Major Onsite Sale of Modern Farm Machinery & Slurry Equipment**

12th September 2025  
Pembrokeshire

**Online Sale of Modern Farm Machinery & Equipment**

Ending 23rd September 2025  
Bedfordshire

**Onsite Sale of Modern Farm Machinery & Equipment**

30th September 2025  
Cambridgeshire

**Online Timed Auction of Modern Farm Machinery & Equipment**

Ending 8th October 2025  
South Yorkshire

**Onsite Sale of Modern Farm Machinery & Equipment**

10th October 2025  
Cambridgeshire

**Online Timed Auction of Modern Farm Machinery & Equipment**

Ending 22nd October 2025  
Nottinghamshire

**Onsite Sale of Modern Farm Machinery & Equipment**

30th October 2025  
Leicestershire

# 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 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

All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.

All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment;

Caution should be exercised at all times and children must be fully supervised at all times.

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.

Any accidents or incidents that occur on the Saleground must be immediately reported to Brown & Co and details recorded in the accident book.

No powered machinery or equipment should be started without the prior approval of the Auctioneers.

No vehicles are permitted on the Saleground during the sale.

Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.

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.
- 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**

A Buyer's Premium of 5% of the hammer price is payable in respect of tractors, crawlers and materials handlers and a Buyers Premium of 10% of the hammer price is payable on all other lots. This is subject to VAT at 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**

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.

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.



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