

BROWN & CO

SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT: 232



LOT: 239



LOT: 238



LOT: 231



LOT: 234



LOT: 202



LOT: 191



LOT: 233

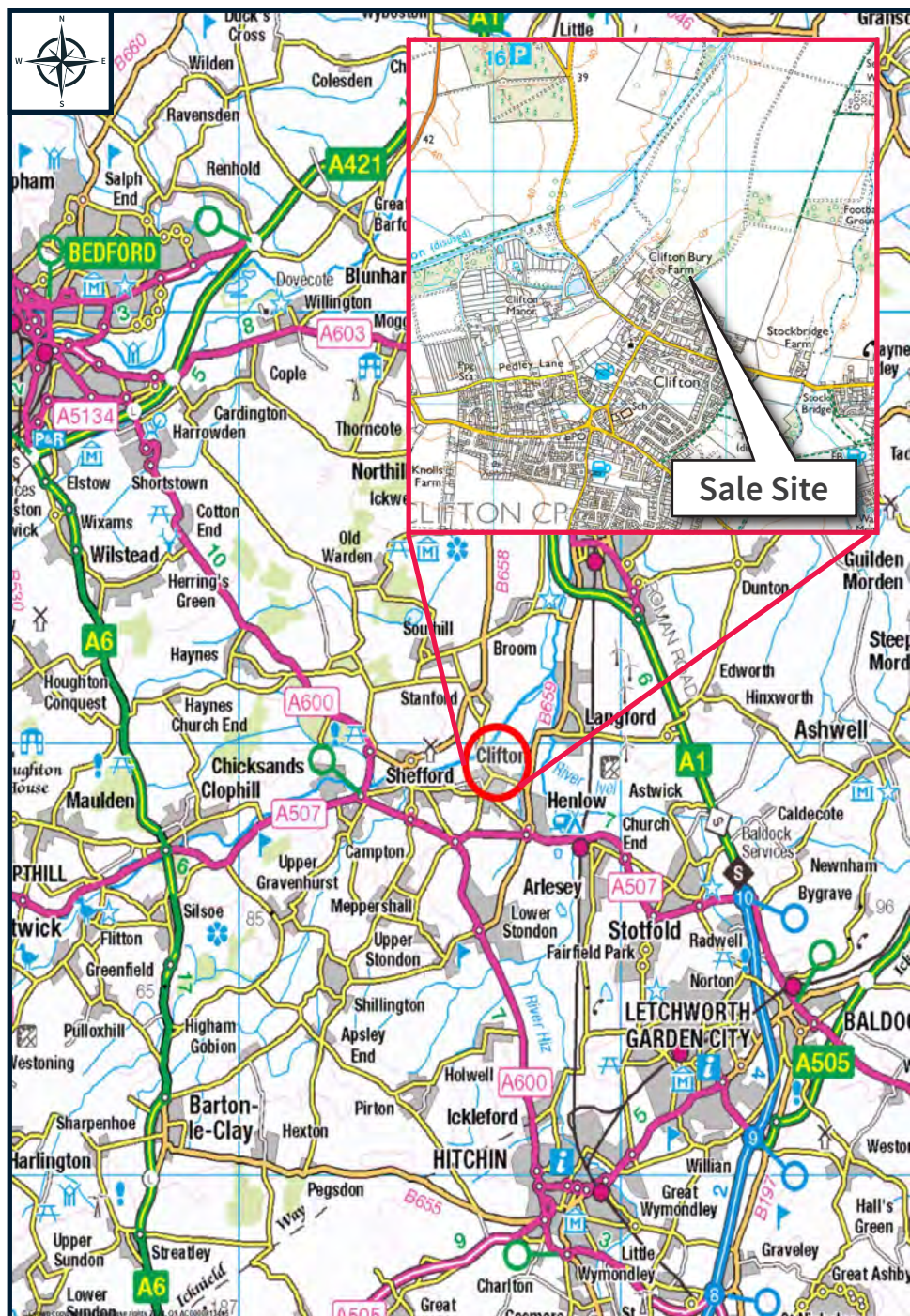
Thursday 25th April 2024 at 10.30am
Clifton Bury Farm, Church Street, Clifton
Bedfordshire, SG17 5EX

BidSpotter
co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On Instructions from D.A. & V.A. Brace
Due to a change in farming policy

AUCTION OF TRACTORS, MATERIALS HANDLERS, TRAILERS, IRRIGATION EQUIPMENT, IMPLEMENTS & SPARES

Thursday 25th April 2024
Commencing 10.30am prompt

Clifton Bury Farm, Church Street, Clifton, Bedfordshire, SG17 5EX

Viewing: 10am until 4pm on Wednesday 24th April 2024
and on the morning of the sale from 8am only



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

Purchasers Please Note

LOCATION

From the A1 southbound take the third exit on the Biggleswade North roundabout towards Upper Caldecote and Shuttleworth along the B658. Follow the B658 to the next roundabout and take the first exit towards Shefford continuing on the B658. Follow the B658 for approximately 2.4 miles and take the left turn onto The Crescent leading to Mill Road. Continue along the road into Clifton and take the first left after 1.3 miles onto Church Street. The sale site is 0.2 miles on the left hand side.

From the A1 North exit at Junction 10 (Baldock Services) and take the A507 towards Stotfold and Henlow. Continue along the A507 going straight on at the first 4 roundabouts. At the Roundabout for Henlow take the third exit onto the B659 and then continue straight on at the next roundabout. Continue for approximately 0.7 miles and at the next mini roundabout take the first exit towards Clifton. Follow the road for approximately 0.7 miles and turn right onto Church Street. The sale site is 0.2 miles on the left hand side.

The sale ground will be signposted on the sale day and the nearest postcode is **SG17 5EX**

What3words: mopped.curls.infuses

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 3rd May 2024.

LOADING FACILITIES

Loading facilities will be available on the sale day until 5pm only. Loading outside these times will be strictly by arrangement

Purchasers Please Note

with the Sellers. Any lots remaining after Friday 3rd May 2024 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.

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.

Purchasers Please Note

VIEWING

Wednesday 24th April 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 TOOLS AND EQUIPMENT

- 1 Quantity mixed metal
- 2 Workshop gas heater
- 3 Wide load sign
- 4 **Marconi** TF933B grain moisture meter
- 5 Quantity electric cable
- 6 Quantity steel cable
- 7 3No **Master** space heaters, spares or repair
- 8 Potato bagging stand with potato ties
- 9 Potato sack balance scales with 3No 56lb weights
- 10 **Kohler** 2.6kWA petrol generator, single phase
- 11 Workshop anvil
- 12 Oxyacetylene cylinder trolley
- 13 Small wheeled frame
- 14 Garden tractor lawn attachments
- 15 **Mowmaster** 11hp ride on petrol lawn mower with 30" deck, side discharge and grass collector
- 16 **Alko** electric cement mixer, single phase
- 17 Quantity **Ventroprobe** grain aeration spears with 2No **Martin Lishman** FTDS aeration fan, single phase
- 18 4No **Aladdin** paraffin heaters
- 19 2No oil barrel pumps
- 20 Arc welder on trolley
- 21 Weedwiper with 2No Knapsack sprayers and quantity **Hoselock** spot applicators
- 22 **Rekord** Akron PPS100 fan, 3phase
- 23 Centrifugal ventilation fan 4hp, 3phase
- 24 **Rapidor** power hacksaw, single phase
- 25 **Spaldings** PTO guard
- 26 Unused diesel pump with meter
- 27 **Truecraft** parts washer, single phase
- 28 **Andrews** portable kerosene heater, single phase with thermostat control. Serial No: 05510
- 29 Aluminium extending ladder, 40ft
- 30 Lifting shackle
- 31 2No large tow chains with smaller chain
- 32 Quantity rubber belts
- 33 Quantity various hose
- 34 4No axle stands with air jack
- 35 8t trolley jack
- 36-40 Quantity hand tools
- 41 **Stihl** MS561C and **Stihl** MS341 petrol chainsaws, spares or repair
- 42 Workshop pedestal grinder, 3phase

Sale by Auction

43	Sprayerjack Ltd sprayer jack for self propelled sprayer
44	Startrite metal bandsaw, 3phase
45	Powerarc RAC300 arc welder, 3phase
46	Forte metal bandsaw, 3phase
47	Quantity PTO shafts and guards
48	Power Washer pressure washer, 3phase
49	3No fruit carriers
50	Roll perforated vegetable sheeting
51	Quantity sieves
52	4No metal platform trestle stands
53	5No wooden trestle stands
54	4No hazard warning signs
55	Road hump set
56-57	3No tyres with 1No inner tube
58	Quantity inner tubes
59	Single 5.00/8 tyre only
60	Roll wire mesh
61	Quantity fencing wire
62	Quantity miscellaneous cultivator points
63	Quantity spring tine parts
64	Quantity drill following tines
65	Quantity McConnel Shakerator spares
66	Steel implement depth wheels
67	Quantity David Brown and Massey Ferguson tractor spares
68	Quantity metal tractor seats
69	Microband spray applicator
70	Quantity hydraulic hose and rams
71	Quantity PTO shafts and guards
72	Quantity implement jacks and stands
73	Quantity discs
74-75	Quantity miscellaneous parts and spares
76	Earthway pedestrian push drill
77	Stanhay S870 pedestrian push drill
78	Vintage pedestrian hoe
79	Quantity scaffold clamps
80	Waste bin
81	Quantity miscellaneous sprockets
82	Quantity door tracking, brackets and rollers
83	Quantity implement nuts and bolts
84	Quantity Tong grader spares
85	Quantity Overum plough parts
86-99	Spare lots
100	Steel tube horse
101	Quantity drain covers

Sale by Auction

102	Quantity concrete weights
103	Quantity tin sheeting
104	4No ring roll sections
105	Rake attachment for garden mower
106	P W Dilloway Ltd 1t workshop crane. Serial No: 509/10
107	Quantity tin sheeting
108	3No used oil barrels
109	2No farm made ramps, 92”(l) x 21”(w) x 18”(h)
110	Quantity galvanised grain walling sections
111	Steel ladder
112	Quantity perforated drainage pipe
113	Roll grey ducting pipe
114	Roll drip line hose
115	Garden pedestrian roll
116	Christmas tree netter and netting 55cm x 2000m
117	Quantity alkathene water pipe

WHEELS AND TYRES

118	2No implement depth wheels
119	2No David Brown 7.50-16 front wheels and tyres
120	Single Goodyear 6.00-16 unused tyre only
121	Pair Dunlop Fieldmaster 9.5/9-24 drill wheels and tyres
122	Pair Viskafors 10.0/80-12 wheels and tyres
123	Single Firestone 6.00-16 spoked wheel and tyre
124	Single Deli-Tire 4.50-10 wheel and tyre
125	Single Kumho 145/80R10 wheel and tyre
126	Pair SOWA 5.60-15 wheels and tyres to suit irrigation trolley
127	Pair 4.00/8 wheels and tyres
128	Set Alliance 13.6R48 rear and BKT 11.2R36 front row crop wheels and tyres on Massey Ferguson centres
129	Set Alliance 14.9R46 rear and Alliance 11.2R36 front row crop wheels and tyres on Massey Ferguson centres
130-139	Spare lots

MISCELLANEOUS TOOLS AND EQUIPMENT

140	Potato crusher, hydraulic operated
141	SGB RT26 diesel powered access platform
142	c.640 chitting trays
143	Wooden 3m gate
144	Metal gate post 4” x 4” x 8’
145	2No metal wheelbarrows
146	Steel frame for raised fuel tank, 2m x 1.2m x 2.06m

Sale by Auction

147	Steel fuel tank
148	2,000l spray water tank
149	Atlas 1300l bunded tank
150	Titan FM2500 bunded fuel station with pump and nozzle, single phase
151	Metal 1000l tank
152	Quantity paving bricks
153	Quantity building blocks
154	Quantity bricks
155-159	Spare lots

IMPLEMENTS AND VEGETABLE EQUIPMENT

160	Howard Selectatilt 8ft Spikerator with rear crumbler c/w spare rotovator L blade rotor with depth wheels
161	Farm-made destoning 7ft cultivator with rear crumbler, linkage mounted
162	Bomford 2m grader, linkage mounted
163	Farm-made 6ft 4 row seed line marker
164	Farm-made discs for strawberry runs, linkage mounted
165	Interrow 9ft steerage hoe, linkage mounted
166	A-frame
167	1977 Rekord elevator, 3phase, spares or repairs. Serial No: 51166577
168	Kongskilde 12ft manual folding springtine cultivator with rear levelling tines, linkage mounted. Serial No: 1143670532
169	Massey Ferguson 39 10ft springtine cultivator, linkage mounted. Serial No: 44708
170	Kongskilde 8ft springtine cultivator, linkage mounted
171	2No Cambridge rolls 4ft, trailed
172	Ransomes single leg subsoiler with disc wheel, linkage mounted, no shoe
173	3No stretchers with 7No seed harrow sections
174	Flat roll 9ft hollow, trailed
175	Farm-made Christmas tree lifter, linkage mounted
176	Stanhay S981 drill frame, linkage mounted
177	1993 Muratori MT7P 320 3.2m flail mower with spare blades. Serial No: 48503
178	Wilder RC8 onion flail topper with spare blades, linkage mounted. Serial No: 3452
179	3No 5ft cast iron flat rolls suited to onion configuration with spare ring
180	Low disturbance twin leg subsoiler with bout markers, linkage mounted
181	Dutch Harrow 8ft frame with rear crumbler, linkage mounted
182	Dutch Harrow 7ft frame, linkage mounted
183	Overum CX590F 5f reversible plough with skimmers, hydraulic vari-width. Serial No: 96 264201
184	Wessex FS270T ATV trailed salt spreader single axle. Serial No: 0581618
185	Cement mixer PTO driven, linkage mounted
186	Downs Spacemaker store conveyor 0.57m x 7.4m, 3phase

Sale by Auction

187	G Miles & Son single leg trailed mole plough
188	Sumo front tyre press 1.4m
189	Grimme bed tiller 1.9m, linkage mounted
190	Kongskilde Germinator SP6000 6m hydraulic holding trailed cultivator
191	Accord Ferrag Pneumatic DA 4m combination drill with Kuhn 4m power harrow and rear following harrow, bout markers and pre-em markers. Drill Serial No: 023352
192	Miedema Structural 20 2row belt potato planter, linkage mounted
193	2009 Jones Engineering triple bed former, single rotor 3 x 1.65m beds, hydraulic folding. Serial No: JE371459
194	Farmall post knocker hydraulic operated, linkage mounted
195	Bird crate
196	Wooden shed 10ft x 6ft with forklift lifting chanel adapted for office with fold down hatch and internal shelf
197	62No 2010 potato boxes 1.82m x 1.23m x 1.06m
198-199	89No potato boxes 1.82m x 1.2m x 1m

IRRIGATION EQUIPMENT

200	Irrifrance 110.350 irrigation reel with rain gun, single axle, spares or repairs
201	2010 Perrot TR45 110:370 irrigation reel, twin axle with Briggs boom connector. Serial No: 10.560
202	2013 Hatz Silent Pack irrigation pump with 3 cylinder air-cooled diesel engine, flow meter, manual prime Caprari pump, single axle. Hours: 2,200
203	Sparling irrigation water meter, unused
204	Quantity various irrigation mains and suction spares
205-206	Quantity 3" irrigation fittings
207	Quantity irrigation taps
208-209	Quantity irrigation fittings
210	Quantity Wright Rain pipe seals
211	Quantity irrigation sprinklers and spares
212	30No irrigation pipes, damaged
213	7No Farrow 4" irrigation pipes
214	11No T-connector 4" irrigation pipes
215	14No Wright Rain 3" irrigation pipes 6m, 3 with 3" riser
216	27No 3" irrigation pipes 9m with single sprinkler
217	8No 3" irrigation pipes
218	69No 4.5" irrigation pipes 6m with 4No converter pipes to Wright Rain 5" and 2No 45 degree bends
219	22No 3" irrigation pipes and sprinklers
220	Quantity various suction pipes
221-223	Irrigation pipe trailer, single axle

TRAILERS AND MANURE SPREADER

- 224 Farm-made Root Engineering flat bed trailer frame on 10.5/85-15.3 wheels and tyres
- 225 Farm-made Root Engineering flat bed trailer with wooden floor on 10.0/75-15.3 wheels and tyres
- 226 **Brenderup** single axle spray trailer on 155R13C wheels and tyres. Serial No: D36CCGBZ3
- 227 **Brian James** 14ft twin axle tilt-bed transport trailer with front winch on 155/70R12C wheels and tyres. Serial No: SJBT AJGBP4W015330
- 228 **Gull** 12t dump trailer twin axle on 385/65R22.5 wheels and tyres
- 229 1980 **ETC Engineering** Hercules 9t twin axle root trailer with hydraulic tailgate and grain chute, twin axle on 12.5/80-15.3 wheels and tyres with spare wheel and tyre. Serial No: 2878
- 230 2007 **Bailey** 14t twin axle root trailer with sprung drawbar, rollover sheet, hydraulic tailgate and grain chute on 385/65R22.5 wheels and tyres. Serial No: 6595
- 231 2007 **Rolland** V2-160 single axle rear discharge manure spreader with horizontal beaters, slurry door and walking floor on 710/55R34 wheels and tyres. Serial No: 2142231

MATERIALS HANDLERS AND ATTACHMENTS

- 232 2002 **JCB** 526S Farm Special Loadall with Q-fit headstock and pallet tines, air conditioned cab and PUH on **Michelin** 460/70R24 wheels and tyres. Reg No: KL52 BXO. Hours: 12,459. Serial No: 0283973
- 233 2004 **JCB** 526S Farm Special Loadall with Q-fit headstock and pallet tines, air conditioned cab and PUH on Michelin 17.5LR24 wheels and tyres. Reg No: K053 GZG. Hours: 3,127. Serial No: 0284833
- 234 2008 **JCB** 531-70 Agri-Super Loadall with Q-fit headstock, air conditioned cab and pallet tines on **Michelin** 460/70R24 wheels and tyres. Reg No: LK08 LZL. Hours: 9,480. Serial No: JCB5TARJK8151004
- 235 2013 **Invicta Fork Attachments** IAP-7 tine mounted 2 person man basket with safety harness. Serial No: 88805
- 236 1996 **Strimech** 2.3m³ grain bucket with Q-fit attachments. Serial No: 129400. Refurbished 2023

TRACTORS

- 237 **Fordson** Major 2wd petrol/parafin tractor on 11-36 rear wheels and tyres, no tank, spares or repair (NB: on stand for cosmetic purposes only)
- 238 2002 **Massey Ferguson** 6270 Power Control 4wd tractor with 3 manual spools, 10No front wafer weights on 340/85R28 front and 420/85R38 rear wheels and tyres. Reg No: KF02 SGU. Hours: 7,105. Serial No: L051033
- 239 2005 **Massey Ferguson** 6480 Dynashift 4wd 40kph tractor with 3 manual spools, 10No front wafer weights on 420/85R28 front and 20.8R38 rear wheels and tyres with **Massey Ferguson** 966 front loader and **JCB** Q-fit headstock. Reg No: KE55 KWL. Hours: 5,143. Serial No: P188030



FORTHCOMING AUCTIONS

Timed Online Auction of Modern Farm Machinery and Equipment

Northallerton, North Yorkshire

Starts 14th March 2024

Ends from 19th March 2024 at 12pm

National Online Timed Auction of Machinery, Straw and Forage

Starts 15th March 2024

Ends from 25th March 2024 at 12pm

Timed Online Auction of Modern Farm Machinery and Equipment

Askham, Nottinghamshire

Starts 4th April 2024

Ends from 8th April 2024 at 12pm

Sale by Auction of Vintage Tractors, Implements, Memorabilia and Collectables

Greenacres, Murrow, Cambridgeshire, PE13 4HG

Saturday 13th April 2024 at 10am

Sale by Auction of Modern Farm Machinery and Equipment

Caxton, Cambridgeshire

Thursday 6th June 2024 at 10.30am

Conditions of sale for Machinery Auction

No Buyers Premium

1 DEFINITIONS

(i) In these conditions the following terms have the following meanings unless inconsistent with the context:

“Auctioneers” means Brown & Co – Property and Business Consultants LLP (‘Brown & Co’), C.R.N. OC302092 whose registered office address is at The Atrium, St. Georges Street, Norwich, England, NR3 1AB;

“Commission” means the commission charged on the sale of Lots;

“Conditions” means the standard terms and conditions of business set out in this document;

“Lots” means all or any machinery and other items sold or intended to be sold in accordance with these conditions;

“Purchaser” means a person, firm or Company who purchase any Lot;

“Vendor” means a person, firm or Company who puts forward any Lot intended to be sold at the sale;

“Sale” means a sale of the Lots by auction from time to time organized by the auctioneers;

“Saleground” means the venue at which the sale takes place;

“Hammer Price” means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; and

“Reserve Price” means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.

(ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words donating one gender includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

(i) All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions.

(ii) These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneers who will announce any departures at the start of the sale.

(iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser’s trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers if this is not correct.

3 HEALTH AND SAFETY

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

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

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

(iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.

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

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

(vii) No vehicles are permitted on the Saleground during the sale.

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

(ix) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

4 AUCTIONEERS STATUS

(i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.

(ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.

(iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

5 LIMITATION OF LIABILITY

(i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:

(a) any breach of these Conditions however arising;

(b) any use made or resale of the Lots by the Purchaser; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.

(ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:

(a) death or personal injury resulting from negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded or limited by applicable law.

(iii) Without prejudice to clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other, 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: 230



LOT: 192



LOT: 193



LOT: 229



LOT: 200



LOT: 183



LOT: 190



LOT: 201

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