

# BROWN & CO

## SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT: 220



LOT: 221



LOT: 222



LOT: 224



LOT: 216



LOT: 217



LOT: 218



LOT: 223

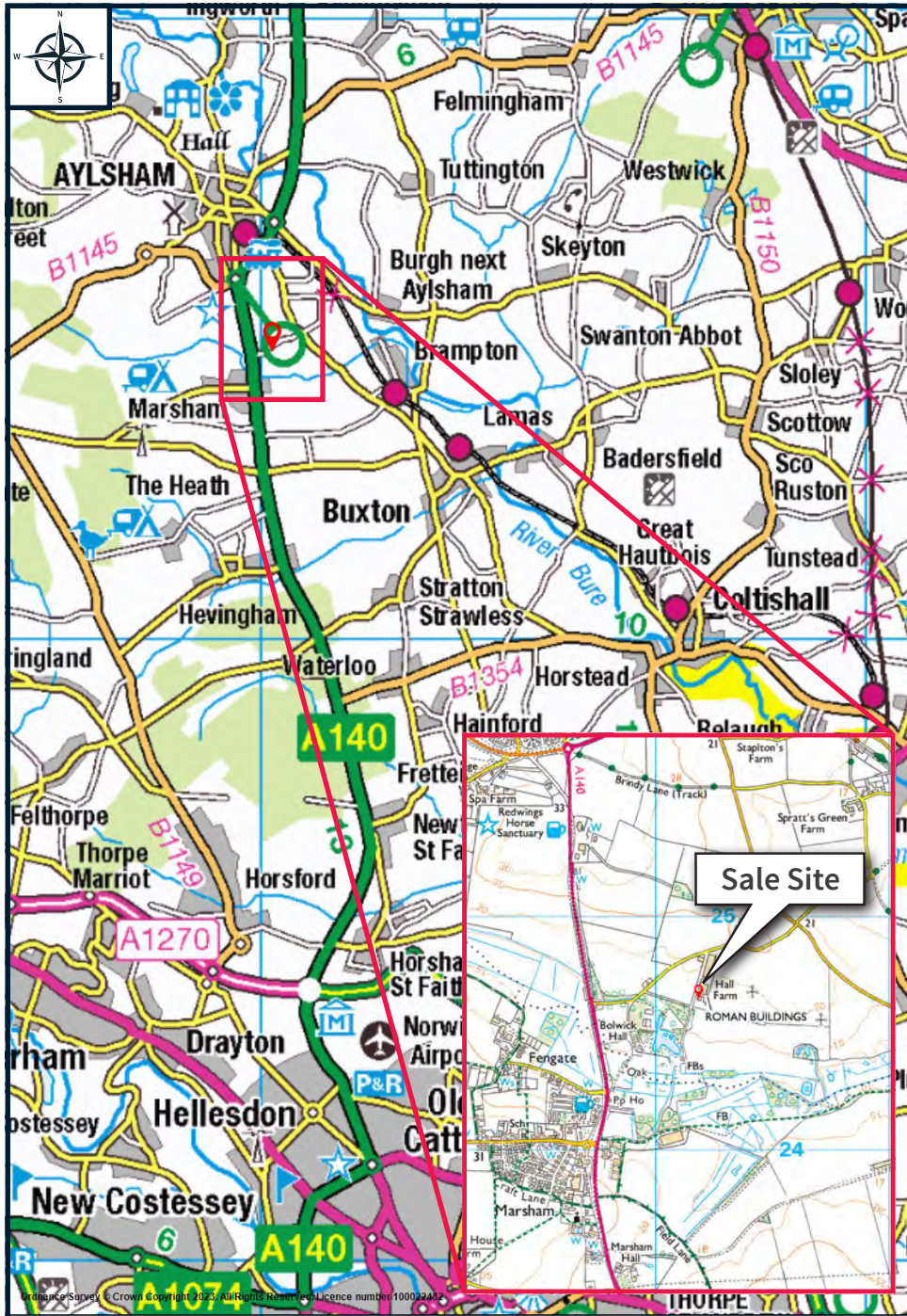
Thursday 12th October 2023 at 10:30am  
Bolwick Hall Farm, Marsham  
Norfolk, NR10 5PU

**BidSpotter**  
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**BROWN & CO**

Property and Business Consultants



On Instructions from M & R Webster

## AUCTION OF MODERN FARM MACHINERY & EQUIPMENT

Thursday 12th October 2023  
Commencing 10:30 prompt

Bolwick Hall Farm, Marham, Norfolk, NR10 5PU

Viewing: 10:00am until 4:00pm on Wednesday 11th October 2023  
and on the morning of the sale from 8:00am 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](http://brown-co.com)



## Purchasers Please Note

### LOCATION

Bolwick Hall Farm is located 2 miles south of Aylsham and 12 miles north of Norwich outside the Village of Marsham on the A140 Norwich to Aylsham Road.

Heading from Norwich, take the A140 to Marsham. Continue 0.5 mile towards Aylsham taking a road sign posted 'By Road' on the right-hand side and continue 0.3 mile to the entrance of Bolwick Hall Farm.

From Aylsham, take the A140 towards Marsham taking a left-hand turn 0.5 mile before Marsham, sign posted 'By Road'. Continue 0.3 mile to the entrance of Bolwick Hall Farm.

The sale ground will be signposted on the sale day and the nearest postcode is **NR10 5PU**

**What3words: ///interviewer.cubes.goat**

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 26th October 2023.

### LOADING FACILITIES

Loading facilities will be available on sale day until 5:00pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after 26th October 2023 will be

## Purchasers Please Note

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](http://bid.brown-co.com), [i-bidder.com](http://i-bidder.com) or [bidspotter.co.uk](http://bidspotter.co.uk). A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through [bid.brown-co.com](http://bid.brown-co.com), [i-bidder.com](http://i-bidder.com) or [bidspotter.co.uk](http://bidspotter.co.uk). We recommend that registration for online bidding is made before the day of the sale.

Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

### VAT

VAT will be payable on all lots in addition to the hammer price at the standard rate.

### CONDITIONS

The sale will be conducted under our standard Conditions of Sale reproduced in this catalogue. All prospective Buyers should ensure that they have read and understood those Conditions. The act of bidding will be taken as acceptance of them.

### REFRESHMENTS

These will be available on the sale day.

### COMMISSIONS

The Auctioneers will be pleased to take written commission bids prior to the sale. Forms are available on request.

### ENGINE HOURS

Neither the Sellers nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

### INSPECTION OF EQUIPMENT

No powered machinery or equipment may be started without the prior approval of a Brown & Co representative.

### FORTHCOMING SALES

If you wish to receive catalogues of future sales, please leave your name and full address at our pay office.

### CATALOGUE ENTRIES

Whilst every attempt is made to ensure that the descriptions are accurate, no guarantees are either given or implied. Buyers should be aware that from time

## Purchasers Please Note

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 11th October 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

1-79 Miscellaneous Spares & Equipment

#### Workshop Tools & Equipment

- 80 Misc Vintage Tools and Equipment  
81 3No. Vintage Pit Saws  
82 Qty Vintage Blacksmith Tools  
83 Misc Blacksmiths Anvil  
84 **Avery** W2T Vintage Scale  
85 **Avery** 330 CHA Scale  
86 Qty Loading Chains  
87 Qty Chains and Shackles  
88 **Delmhorst** FX 2000 Handheld Straw Moisture Probe  
89 **Willie** Grain Temperature Probe  
90 **Protimeter** Grainmaster Moisture Meter  
91 Misc Two Way Radio System, 3No. **TAIT** T500 Vehicle Radios, 1No. **Icom** Vehicle Radio, 1No. **ICom** Handheld Radio, 1No. **Zycomm** 2000BS Base Station Antenna  
92 **Draper** 12V DC to 1000W/230V AC Inverter  
93 **Piusi** Diesel Transfer Pump, 240V  
94 Gear Oil Pump & Grease Bucket Pump  
95 **Clarke** Parts Washer, Single Phase  
96 Misc 240V Fan  
97 **Clarke** Air Fan, Variable Speed Control, Single Phase  
98 **Clarke** Air Fan, Variable Speed Control, Single Phase  
99 **Jetaire** Diesel Space Heater, Single Phase  
100 **Truecraft** 18173 Wheel Changer Trolley, Serial No: 06201016  
101 **Robin** EY28D Engine with **Hilta** Coventry Water Pump, 3", Mounted on Frame  
102 **Nixon** Hot & Cold Pressure Washer, Three Phase, (Hot Water Not Working) (Does Not Include Lance)  
103 **ISSA** Industrial Grain Store Vacuum, Single Phase

#### Miscellaneous Farm Equipment

- 104 Qty Beet Fleeces  
105 Misc Workshop Rack  
106 Misc Workshop Rack  
107 Misc Industrial Waste Bin  
108 Farm-made Log Sawhorse  
109 Qty Clip Scaffolding

## Sale by Auction

- 110 12No. Concrete Road Forms with Pins  
111 **Tong** Tip Skip, Pallet Tine Brackets  
112 Qty Misc Bird Scarers  
113 Qty Misc Bird Scarers  
114 Qty Rope Banger Tubes  
115 2No. **Truecraft** Gas Bird Scarers, Includes Gas Bottles and Batterys  
116 2No. **Truecraft** Gas Bird Scarers, Includes Gas Bottles and Batterys  
117 2No. **Truecraft** Gas Bird Scarers, Includes Gas Bottles and Batterys  
118 3No. **Truecraft** Gas Bird Scarers, Includes Gas Bottles and Battery  
119 4No. Misc Grain Pedestals, Green Plastic, includes 1No. Pedestal Fan, Three Phase  
120 4No. Misc Grain Pedestals, Green Plastic, includes 1No. Pedestal Fan, Three Phase  
121 4No. Misc Grain Pedestals, Green Plastic, includes 1No. Pedestal Fan, Three Phase  
122 Farm-made IBC Stand  
123 Misc Metal Diesel Tank Bund  
124 3No. **Qualube** Oil Tanks, Stand & 400 Litre Bund  
125 **Titan** 1,300 Litre Bunded Waste Oil Tank, Bundman Sensor System  
126 **Titan** Truckmaster 400 Litre Bunded Fuel Transfer Tank, 12V Pump, Lockable  
127 2022 **Swimer** 10,000 Litre Diesel Tank, Double Walled, Digital Meter, Lockable, Serial No: 137 25 22 2400  
128 **Enduramaxx** 10,000 Litre Water Tank, Medium Density Polymer, 2" Fittings  
129 **Enduramaxx** 8,000 Litre Horizontal Water / Fertiliser Tank on Galvanised Frame, Includes GX120 Engine and Pump, 2" Fittings, Pallet Tine Brackets  
130 Misc 2.6m x 2.6m Spray Container / Cabin, Bunded, Insulated, Flame Resistant Door, Lockable, Internal Racking

### Weights & Transport Boxes

- 131 5No. **Ford** Wafer Weights  
132 12No. 34KG **Renault** Wafer Weights  
133 12No. **Renault** Wafer Weights, Includes 10No. 34KG Wafer Weights, 2No. 36KG Wafer Weights  
134 16No. **Renault** Wafer Weights, Includes 14No. 34KG Wafer Weights & 2No. 36KG Wafer Weights  
135 **Renault** 555KG Front Weight Block, 3-Point Linkage Mounted  
136 **Renault** 750KG Front Weight Block, 3-Point Linkage Mounted, Clarke Toolbox  
137 **Claas** 750KG Front Weight Block, 3-Point Linkage Mounted, Brackets for additional Wafer Weights

## Sale by Auction

- 138 Farm-made 1T Front Weight Block, 3-Point Linkage Mounted  
139 2014 **Watkins** 1,400KG Front Weight and Storage Box, Road Lights, 3-Point Linkage Mounted, Serial No: 657  
140 Misc Front Linkage Transport / Storage Box, Road Lights, 3-Point Linkage Mounted  
141 2No. 600KG **Fendt** Rear Wheel Weights, Includes Farm-made Wheel Weight Changer

### Wheels & Tyres

- 142 4No. Misc Wheel Centres  
143 4No. **Claas** Wheel Centres  
144 **Kumho** LT235/75 R15 Tyre and Rim  
145 **Avon** 12.5/80 15.3 Tyre and Rim  
146 4No. 200/60 14.5 Tyres, 2No. Tyres on Rims to Suit **McConnel** Batwing Mower  
147 4No. Super Single Rims, 10 Stud, Valves Never Used  
148 **Alliance** Flotation Tyre 600/80 R22.5  
149 **Vredestein** Flotation Tyre 710/40 R22.5  
150 **Stocks** Duals 16.9 R38 Wheels and Tyres, Includes Clamps  
151 **Kubota** Row Crop Wheels and Tyres, Rear: 380/90 R46, Front 380/70 R28, **Alliance** Tyres, **Kubota** Centres, 8 Stud  
152 **Fendt** Row Crop Wheels and Tyres, Rear: 380/85R34, Front: 380/90R50, **Mitas** Tyres, **Fendt** Centres

### Loader & Excavator Attachments

- 153 Farm-made Bag Lifter Extension, Pallet Tine Brackets  
154 **Broadwater** Box Tippler, Forklift Brackets  
155 Misc 1.8m Stone / Root Rake, Excavator 60mm Pins  
156 **Murak** V-Form Ditching Bucket, Excavator 60mm Pins  
157 Misc 1.9m Muck Grab, Hydraulically Operated, Ford 555 Brackets  
158 **Suton** 2.5m Bucket, Ford 555 Brackets  
159 High Tip 2.0m Bucket, Hydraulically Operated, Ford 555 Brackets  
160 Farm-made Bale Spike, 4No. Bale Spikes, High Back, JCB Q-Fit Brackets  
161 Misc 2.4m Muck Fork, JCB Q-Fit Brackets  
162 Farm-made 2.4T Bag Lifter, JCB Q-Fit Brackets  
163 **K W Farm Services** Grain Pusher, Rubber Pushing Blade, JCB Q-Fit Brackets  
164 2015 **KW Farm Services** Muck Grab, 2.8m Wide, Hydraulically Operated, JCB Q-Fit Brackets, Serial No: MW2015  
165 High Tip Beet Bucket, Hydraulically Operated, JCB Q-Fit Brackets  
166 2012 **Ulrich** High Tip Bucket, JCB Q-Fit Brackets, Serial No: NNJ992420

## Sale by Auction

167 Farm-made 2T High Tip Bucket, Hydraulically Operated, JCB Q-Fit Brackets

### Miscellaneous Farm Machinery

- 168 **Rover** 55 Pedestrian Mower Self Propelled, Briggs & Stratton 55 Engine  
169 2017 **Stiga** SWS 800G Pedestrian Sweeper, 212cc Petrol Engine, Nylon Brush, Serial No: 708PW101890  
170 Irrigation Pull Out Bar, 3-Point Linkage Mounted  
171 Farm-made Tyre Swath Press, Front 3-Point Linkage Mounted  
172 Misc Concrete Mixer, Pallet Tine Mounted, Hydraulic Drive  
173 1997 **Ingersol Rand** P70WP Trailed Mobile Compressor, Single Axle Trailer Chassis, Includes Hose, Lance and 2No. Jack Hammers, Serial No: 152091E97240  
174 **Datum** RTX Road Sweeper 2.4m, Front or Rear 3-Point Linkage Mounted, Manual Angle Adjustment, Hydraulically Driven  
175 2021 **Spread-a-bale** XL Maxi, Hydraulically Driven, JCB Q-Fit Brackets, Serial No: 2089  
176 2008 **K Two** Aero 225 Straw Wilter, 3-Point Linkage Mounted, PTO Driven, Serial No: KZA08044660  
177 **Claas** WM183 Disco Mower, 3-Point Linkage Mounted, PTO Driven, Serial No: 335-1528  
178 1991 **McConnel** Batwing Mower 4.2m, 3No. Twin Blade Rotors, 6No. Transport Wheels / Contour Wheels, Hydraulic Cutting Height Control, Hydraulic Folding, Trailed, Model No: 9123253, Serial No: MO814631  
179 2019 **Shelborne Reynolds** HD762VFR Hedge Cutter, 1.6m Flail Head, Hydraulic Rear Roller, 3-Point Linkage Bracket Mounted, Electronic Joystick Controls, Road Lights, Serial No: PB762191121  
180 **HiSpec** Super 10 MixMax Feeder Wagon, Single Side Discharge, Single Axle, Relined 12 Months Ago with 4mm Steel, Electronic Weigher, Rear Pedestrian Ladder, Transport Lights, PTO Driven, Serial No: MM10 980114  
181 2003 **Master Farm Services / Pedrotti** Large 270M 27 Tonne Mobile Batch Dryer, Type E, Electrically Powered, Three Phase, Diesel Burner, Dust Extractor, Foldable Grain Hopper, c/w 4 Tonne Loading Hopper, Burner Hours: 1,641, Serial No: GX1103

### Spreaders

- 182 2013 **KRM Bogballe** M2WD Fertiliser Spreader 24m, 4.5T Capacity, Patchwork Satellite System, Dynamic Section Control Ready, Variable Rate, Non-Stop Weighing, Rollover Sheet, 3-Point Linkage Mounted, PTO Driven, Serial No: 242/13

## Sale by Auction

- 183 2009 **Bunning** Lowlander 150HD, 2No. Rear Vertical Beaters, Slurry Door, Tyres: 580/70R38, Transport Lights, PTO Driven, Serial No: 06094072UMSL150HD

### Baling Equipment

- 184 2020 **Case** LB434XL Square Baler, Twine Pro, Hydraulic Knotter Fans, Electronically Adjustable Bale Length, Auto Lube, Scharmuller Hitch, Tandem Axle, ISOBUS, Includes Control Box, Tyres: Vredestein Flotation Pro 620/40 R22.5, Bale Count: 21,745, Serial No: \*HAF43R53PO4227041\*  
185 **KW Farm Services** Transtacker Bale Stack Transporter, 10 Heston Bale Capacity, Tandem Axle, Hydraulic Brakes, Lights, Tyres: 445/65 R22.5  
186 2009 **Walton** Eclipse 6072 Bale Chaser, Fully Automated Loading Sequence, Stack 10 Heston Bales, Tandem Axle, Vredestein Flotation 560/60R22.5, Air & Hydraulic Brakes, Serial No: 70987

### Trailers

- 187 **Blue Line** 12ft Tandem Axle Car Trailer, Dropside, Wooden Floor and Sides, Tyres: 155/70 R12  
188 2020 **Ifor Williams** CT136HD Tandem Axle Car Trailer, 4m Body Length, Lockable Storage Compartment, Spare Wheel, Loading Ramps, Serial No: SCKD00000L0783800  
189 1974 **Petit** High Tip 8.35T Trailer, Tandem Axle, Hydraulic Lift, Manual Tailgate, Tyres: 12.5/80-15.3, Transport Lights, Serial No: 18795  
190 2006 **McCauley** 18T Lowloader, 25Ft Long, Tandem Axle, Double Tyres, Manual Ramps, Bale Wedge, Sprung Drawbar, Hydraulic Brakes, Storage Locker, Tyres: 245/70 R19, Serial No: 4855  
191 2012 **Bailey** 14T Flatbed Trailer, 30ft Long, Box Squeezer, Hydraulic Brakes, Tandem Axle, Spung Drawbar, Handbrake, Lights, Tyres: 560/45 R22.5, Serial No: 11284-14T  
192 2016 **Bailey** 18T Beeteaper Trailer, Hydraulic Tail Gate, Grain Chute, Air and Hydraulic Brakes, Handbrake, Tandem Axle, Tyres: 560/60 R22.5, Sugar Beet Greedy Board, LED Lights, Side Access Ladder, Folding Trailer Shoe, Serial No: 15781-18T  
193 2013 **Bailey** 20T Beeteaper Trailer, Hydraulic Tail Gate, Grain Chute, Air and Hydraulic Brakes, Handbrake, Tandem Axle, Tyres: 650/50 R22.5, Sugar Beet Greedy Board, LED Lights, Serial No: 12210.20T



Sale by Auction

**Cultivators**

- 194 Farm-Made Cultivator 1.4m, Spiral Roller, 3-Point Linkage Mounted, Used to Level Footpaths
- 195 **Twose** Flat Roller 3m, Serial No: 026840
- 196 **Jarmet** Spring Tine Grass Harrow 5m, Adjustable Height Control Wheels, Parking Stand, Hydraulic Folding, 3-Point Linkage Mounted
- 197 2008 **Einbock** ERS 12 Row HD Front Mounted Hoe, Hydraulic Folding, 3-Point Linkage Mounted, Serial No: 121210708
- 198 2018 **Grimme** BF200 Bedformer, 2No. Ridging Bodies, Bout Markers, 3-Point Linkage Mounted, Serial No: 91000408
- 199 2015 **Lemken** Jewel 8, 6+1 Furrow Mounted Plough, Reversible, Hydraulic Vari-Width, Slatted Mould Boards, Press Arm, Serial No: 420341
- 200 Lemken Variopack Furrow Press 3m, To Suit 7 Furrow Plough, 22" Internal Diameter Rings, Serial No: 423909
- 201 **Kongskilde** Rondo Discs 3m, Trailed Discs, Transport Wheels, Manual Fold / Disc Adjustment, 26" Disc Diameter
- 202 1998 **Cousins** 3 Leg Subsoiler, Depth Wheels, New Metal, 3-Point Linkage Mounted, Model No: SSH22W, Serial No: 286
- 203 2012 **Cousins** Patriot 3m, 5No. Legs, 2No. Rows Discs, D-Ring Packer, Hydraulic Disc Depth Adjustment, Shear Bolt, 3-Point Linkage Mounted, Model No: PAT300TSRR, Serial No: 2012090
- 204 2005 **SMS** HKT400 Subsoiler 4m, Bent Leg Subsoiler, 8No. Legs, Depth Wheels, Rear Linkage and Hydraulic Couplings, Hydraulic Folding, 3-Point Linkage Mounted, Serial No: 309/05
- 205 **Kongskilde** Vibroflex 4.6m, Rotocrat Rollers, 3-Point Linkage Mounted, Hydraulic Folding
- 206 2016 **Lemken** Kompaktor 5m, Crumbler Roller, 3No. Rows Tines, Crossskill Roller, Wheel Track Eradicators, Hydraulic Folding, 3-Point Linkage Mounted, Serial No: 425695
- 207 2013 **Lemken** Kristal 9/500K 5m, 11No. Legs, Levelling Discs, Double Rolling Basket, Hydraulic Folding, 3-Point Linkage Mounted, Serial No: 394703
- 208 **CTM** Cambridge Rolls 12.3m, 5 Section Horizontal Hydraulic Folding Rolls, 18" Diameter Rings, Euro Drawbar with Farm-Made 3-Point Linkage Headstock Made from a Cousins V-Form, Transport Wheels, Road Lights

**Drills & Planters**

- 209 2016 **Grimme** G132B Two Row Potato Planter, Cup Planter, Transport Lights, Includes Different Size Interchangeable Cups, Tyres: 1.50-20, Linkage Mounted, Includes Control Box, Serial No: 22200714

Sale by Auction



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LOT: 211



LOT: 206



LOT: 207



LOT: 203



LOT: 204







Sale by Auction



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Sale by Auction

- 210 **Herriau** 3224B 12 Row Pneumatic Maize Drill, 18" Row Spacings, Hopper Cover, Bout Markers, Linkage Mounted, PTO Driven, Serial No: 266
- 211 2014 **Monosem** Meca 12 Row Beet Drill, Monosem Meca V4 Row Units, Wheel Track Eradicators, Pre-emergence Markers, Transport Lights, Hydraulic Folding, 3-Point Linkage Mounted, Serial No: 514R001944
- 212 2018 **Horsch** Express 3KR Combination Drill 3m, Wheel Track Eradicators, Quick Release Tines, 20" Toothed Packer Roller, Hydraulic Fan, Disc Coulters, Bout Markers, Pre-emergence Markers, Radar Metering, Includes Control Box and Metering Rollers, 3-Point Linkage Mounted, PTO Driven, Serial No: 23251652, Drilled Area: 309.1 Ha
- 213 2012 **Horsch** Pronto 6DC Drill 6m, Trailed Drill, Single Hopper, Wheel Track Eradicators, 2No. Rows Discs, Tyre Packer Roller, Disc Coulters, Bout Markers, Pre-emergence Markers, Hopper Cover, Hydraulic Folding, Radar Metering, ISOBUS, Includes Control Box and Metering Rollers, Serial No: 23483233, Drilled Area: 2,874 Ha

**Vehicles**

- 214 2001 **Toyota** Coaster Gun Bus, Deisel, Two Wheel Drive, 20-Seater, Gun Rack, Drinks Shelf, Automatic Door, Tyres: Goodyear C90 7.5R16C, Agricultural Registration, Reg: AT51 FCN, Milage: 180,000 km

**Loaders & Excavators**

- 215 1987 **Ford** 555 Backhoe Loader, Diesel, Two Wheel Drive, Front End Loader, Rear Backhoe Loader, New Engine 500 Hours Ago, Tyres: Rear: 420/85 R28, Front: 9.00-16, Includes Pallet Tines, 2.2m Wide Bucket, 24" Digging Bucket, 12" Trenching Bucket, Ditching Bucket, Serial No: R202818, Reg: D326 SHJ, Hours: 6,523
- 216 2003 **Case** CX130 13T Excavator, 28" Metal Tracks, 60mm Pins, Hydraulic Hitch, Rechaind 18 Months Ago, Includes 47" Digging Bucket, 15" Trenching Bucket and Tusker 6Ft Ditching Bucket, Serial No: DCH13B0931, Hours: 8,107
- 217 2010 **JCB** 416S Loading Shovel, JCB Q-Fit Headstock, Loadmaster 8000i Weigher, Air Conditioning, Tyres: 500/70 R24 Industrial Spec Tyres, Includes Pallet Tines, Serial No: JCB4160SK01243763, Reg: AU60 BNX, Hours: 9,611

## Sale by Auction

### Sprayer

- 218 2020 **Sands** Horizon 3000 Self Propelled Sprayer, 24m Booms, 3,000 Litre Tank, Triple Hypro Nozzle Bodies Including Liquid Fertiliser Dribble Bars, 2008 StocksAg FanJet65 Slug Pelleter on Hydraulically Lowing Front Mounted Frame, Ag Leader Section Control, Auto Shutoff, 11 Sections, Cab LED / Halogen Work Lights, Twin Beacons, Fridge, Tyres: 600/60 R28, NSTS Till 14.02.24, DATATAG, Serial No: HRZ185, Reg: AU69 AFK, Hours: 1,029 (Not on Wheels Shown In Photos)
- 219 **Sands** Horizon Row Crop Wheels and Tyres, 380/85 R34, Michelin Yield Bib VS Tyres, Sands Sprayer Centres

### Tractors

- 220 2020 **Fendt** 724 Vario ProfiPlus, 50K Gearbox, 4No. Rear Hydraulic Spools, Air and Hydraulic Brakes, Hydraulic Top Link, Front Linkage, 1No. Front Hydraulic Spool, Front Light Socket, Electric Mirrors, Twin Beacons, Side Warning Boards, Fendt 10.4" Touch Screen Terminal, Novatel RTK GPS, Tyres: Rear: Trelleborg 650/65 R42, Front: Trelleborg 540/65 R30, Serial No: e1\*167/2013\*00049\*03, Reg: AO70 CEK, Hours: 2,141 (Does Not Include Scharmuller Hitch as Seen In Photos)
- 221 2021 **Fendt** 724 Vario ProfiPlus, 50K Gearbox, 4No. Rear Hydraulic Spools, Air and Hydraulic Brakes, Hydraulic Top Link, Front Linkage, 1No. Front Hydraulic Spool, Front Light Socket, Electric Mirrors, Halogen Lights, Twin Beacons, Side Warning Boards, Fendt 12" Touchscreen Terminal, Novatel RTK GPS, Tyres: Rear: Michelin X Bib 650/75 R38, Front: Michelin X Bib 600/65 R28, Warranty: 4,000 Hour or 60 Months, Serial No: e1\*167/2013\*00273\*01, Reg: AU71 BNX, Hours: 878
- 222 2018 **Fendt** 828 Vario ProfiPlus, 50K Gearbox, 4No. Rear Hydraulic Spools, Air and Hydraulic Brakes, Hydraulic Top Link, Front Linkage, 1No. Front Hydraulic Spool, Front Light Socket, Electric Mirrors, Twin Beacons, Fendt 10.4" Touchscreen Terminal, RTK GPS, Tyres: Rear Trelleborg 710/70 R42, Front: Trelleborg 600/70 R30, Serial No: e1\*167/2013\*00047\*01, Reg: AE18 DGZ, Hours: 3,618

### Harvesters

- 223 2006 **Holmer** T3 Terra Dos Self Propelled Sugar Beet Harvester, 6 Row Harvester, Fixed 18" Rows, 18 Tonne Bunker Capacity, MAN Engine, Auto Lube, Reversing Camera, Tyres: 1050/50 R32, Reg: AU56 LPN, Hours: c. 6,500 (Unsure of Hours Due to Screen Replacement)

## Sale by Auction

- 224 2017 **Claas** Lexion 760 APS Hybrid Combine c/w Claas Vario 930 9.3m Header, Terra Tracs, 65cm Track Width, Straw Chopper, Straw Spreader, Claas Egnos GPS Steering, Claas Laser Pilot, Yield Monitor, Moisture Metre, Fridge, Reverse / Unloading Camera, Header Trailer, 1No. Header Side Knife, Tyres: 500/85 R24, Combine Serial No: C7500810, Header Serial No: 52806910, Reg: AY17 OTF, Engine Hours: 1,034, Drum Hours: 735

### Included By Kind Permission

- 225-251 Miscellaneous Spares & Equipment
- 252 **Browns** Flat 8 Grab, JCB Q-Fit Brackets
- 253 Misc Muck Grab, JCB Q-Fit Brackets, Spares or Repairs
- 254 2003 **B.O.M** Root Chopper Bucket, Hydraulically Driven, JCB Q-Fit Brackets, Serial No: 031218AD
- 255 **Bomford** B577 Hedge Cutter, Flail Cutting Head, Main Ram Requires Fixing / Replacing, Three Point Linkage Mounted, Serial No: 3007C
- 256 Spare Lot
- 257 **Lely** 380 Twin Rotor Rake, Three Point Linkage Mounted, Serial No: 10140609
- 258 2019 **Claas** Volto 4 Rotor Tedder, PTO Driven, Three Point Linkage Mounted, Serial No: G5601788
- 259 2018 **Fendt** Slicer 320P Mower, Hydraulic Folding, PTO Driven, Three Point Linkage Mounted, Serial No: FB000132
- 260 **New Holland** BRT060 Round Baler Super Feed II Round Baler, Net Wrap, Single Axle, Tyres: 480/45 17-IMP
- 261 **Stoll** Trailed Beet Harvester Chassis, Single Axle, Tyres: 500/60 - 26.5
- 262 Vintage Single Axle Tipping Trailer Chassis
- 263 **Bunning** 6T High Lift Trailer, Single Axle, Hydraulic Lift, Manual Tailgate, Grain Chute, Tyres: 12.5/80 - 15.3
- 264 2010 **AS Marston** ACM 12 Grain Trailer, Tandem Axle, Hydraulic Tailgate, Grain Chute, Hydraulic Brakes, Tyres: Flotation Tyres 550/45 - 22.5, Serial No: 216752
- 265 **James Clay** Dog and Two Pup Flat Rolls
- 266 **W Wilder & Son** Dog and Two Pup Ridged Cambridge Rolls
- 267 **Stanhay** Webb 6 Row Front Mounted Beet Hoe
- 268 **Bomford** Supaflow, 7No. Legs, Three Point Linkage Mounted
- 269 **Cousins** 3 Leg Subsoiler, Cage Roller, Three Point Linkage Mounted
- 270 **Twose** UFPF3045 Front Press 3m, Hydraulic Folding, Press Wheels, Removable Front Spring Tines, Three Point Linkage Mounted, Serial No: 319952090SP
- 271 2010 **Lemken** Smaragd 9/300 Terra Disc 3m, 7No. Legs, Levelling Discs, Double Crumbler Roller, Three Point Linkage Mounted, Serial No: 352 787
- 272 **ABT** Seed Bed Cultivator 4m, End Tow Kit, Three Point Linkage Mounted



## Sale by Auction

- 273 **Kongkilde** Vibroflex 4.6m, Rotocrat Rollers, 3-Point Linkage Mounted, Hydraulic Folding
- 274 2019 **Kuhn** Multi Master 123 5 Furrow Plough, Reversible, Three Point Linkage Mounted, Serial No: KHUA1007H40G00250
- 275 2011 **Dalbo** Compact 760 Minimax Cambridge Rolls 7.6m, 55cm Rings, 3No. Sections, Horizontal Folding, Removable Jack / Stand, Serial No: 22969
- 276 **Stanhay** Webb 6 Row Sugar Beet Drill, Three Point Linkage Mounted
- 277 **Ransomes** Nordsten 4m Box Drill, Three Point Linkage Mounted
- 278 2019 **Kverneland** H Series Power Harrow 3m with e-Drill Compact 3m Drill, Wheel Track Eradicators, Quick Release Tines, Toothed Packer Roller, Disc Coulters, Radar Metering Unit, Pre-emergence Markers, Bout Markers, Three Point Linkage Mounted, Serial No: PH: ACPOHxx2131, Drill: ACPNDxx68069
- 279 2015 **KRM** Bogballe M2WD 24m Fertiliser Spreader, Twin Disc Spreader Dynamic Section Control Ready, Ladder, Rollover Sheet, Three Point Linkage Mounted, Serial No: 1454
- 280 2010 **Bertoud** DP Tronic Racer EX 21m Trailed Sprayer, 2,500 Litre Tank, 4No. Nozzle Bodie Holders, Induction Hopper, Clean Water Tank, PTO Driven Pump, Includes Control Box, Tyres: 230/95 R48, Serial No: 999596
- 281 2008 **Mitsubishi** L200 DiD 4 Work Pickup, Diesel, Manual Gearbox, One and Half Cab, Tow Bar, Tyres: 235/70 R16, SORN (Damaged Front Right Hand Hub), Reg: AO58 AVX, Mileage: 51,440 Miles
- 282 2002 **John Deere** 6420s, Autoquad 30K, 2No. Rear Hydraulic Spools, Rear Linkage and PTO, Lynx Zuidberg Front Linkage, 1No. Front Hydraulic Spool, Tyres: Rear: 320/90 R50, Front: 320/90 R32, Serial No: \*L06420V349991\*, Reg: AO52 LVD, Hours: 8,260
- 283 2016 **John Deere** 6135R, AutoQuad 40K, 3No. Rear Hydraulic Spools, Rear Linkage and PTO, Hydraulic Brakes, ISOBUS, Cab Suspension, Auto Steer, Ready, Starfire 3000 Dome, Serial No: \*1L06135RHGK862835\*, Reg: AP16 XRK, Hours: 4,981
- 284 2008 **Massey Ferguson** 7260 Combine c/w 2005 Massey Ferguson 743 18Ft Header, Straw Walker, Straw Chopper, Yield Monitor, Tyres: Front: 800/65 R32, Rear: 460/70 R24, Single Axle Header Trailer, 2No. Side Knives: 1No. 2018 Profix, 1No. 2019 Ziegler, Combine Serial No: \*552310182\*, Header Serial No: 43001352, Reg: AU08 HUP, Hours: 2,247
- 285 Flat 10 Bale Grab, Euro Headstock Brackets
- 286 Flat 10 Bale Grab, JCB Q-Fit Brackets
- 287 **Armstrong** Flat 8 / Flat 10 Automatic Bale Sledge
- 288 1999 **Welger** AP830 Conventional Baler, 2m Pickup
- 289 2019 **Philip Watkins** 1,500KG Weight Box

## Sale by Auction

- 290 Farm-made Front Press
- 291 Farm-made 2m Inter-Row Front Press
- 292 **Hill & Osbourne** 5 Furrow Press
- 293 **Cousins** 5 Furrow Double Furrow Press
- 294 **Lemken** Terra Disc 4m, Hydraulic Folding, Three Point Linkage Mounted, c/w Metal
- 295 2016 **Lemken** Europal 5 Furrow Plough, Mounted, Reversible, Hydraulic Vari-Width, Slatted C40 Mould Boards, Press Arm, c/w Metal
- 296 1999 **RAU Sicam / Accord** Combination Drill 4m, Wheel Track Eradicators, Spring Tine Harrow, Guttler Simplex SX30E/S Press Wheels, Accord Pneumatic DA-S Seeding Unit, Disc Coulters, PTO Fan, Marker Arms, Hydraulic Folding, Tramline Markers, Discs Recently Replaced, Inc Seeding Unit De-mount Stands Serial No: XSOM40R
- 297 **Knight** 18m Trailed Sprayer, 2,000 Litre Tank, Sprayer MOT Until August 2024
- 298 **Amazone** 24m Fertiliser Spreader, 1,800 Litre Hopper Capacity, 18 and 24m Discs, Includes Boarder Disc
- 299 2004 **KRM Bredall** F2 Fertiliser Spreader, 24M, Land Wheel Variable Speed, Serial No. 2452
- 300 8No. IBC Containers
- 301 1,000 Litre Diesel Bowser, Towed
- 302 **Grimme** KSA75 Potato Topper, Serial No: 81820085
- 303 **Kongskilde** Germinator 4m
- 304 Cambridge Rolls 6m
- 305 **Westfield** 42Ft Grain Auger, 9", Three Phase, Serial No: 187514
- 306 **Downs** 26ft Potato / Grain Elevator, V-Belt, 2ft Wide
- 307 **NiAgri Engineering** Potato Sample Washer, c/w Conveyors
- 308 **Rentaramp** 10,000KG Loading Ramp, Serial No: SMY249040
- 309 **Massey Ferguson** 3645 Datatronic, Reg: J274 JRT, 4WD, 6,641 hrs, Front 14.9 R28, Rear 18.4 R38
- 310 **Amazone** ZA-M Max 1500+ N2300 Extension, Headland Disc
- 311 1994 18,000L Stainless Steel Bowser, Air Brakes on Tanker, Hydraulic Brakes on Dolly, c/w Hydraulically Driven 2" Pacer Pump.

# BROWN & CO

## FORTHCOMING AUCTIONS

**Tuesday 17th October 2023**

**Auction of Modern Farm Machinery & Equipment  
Fir Tree Farm, Harby, Newark, NG23 7EJ**

**Thursday 19th October 2023**

**Auction of Modern Farm Machinery & Equipment  
Hall Farm, Northwold, Thetford, IP26 5LG**

**Thursday 28th October 2023**

**Auction of Vintage Farm Machinery & Equipment  
Warwickshire**

**Saturday 4th November 2023**

**Vintage Auction at Newark Vintage Tractor and Heritage Show  
Newark Showground, Newark, NG24 2NY**

**Saturday 18th November 2023**

**Auction of Modern & Classic Machinery  
Wetwang House Farm, Wetwang, Driffied, East Yorks**

## Conditions of Sale for Machinery Auction With No Buyers Premium

### 1 DEFINITIONS

- (i) In these conditions the following terms have the following meanings unless inconsistent with the context:  
“Auctioneers” means Brown & Co – Property and Business Consultants LLP (‘Brown & Co), C.R.N. OC302092 whose registered office address is at The Atrium, St. Georges Street, Norwich, England, NR3 1AB;  
“Commission” means the commission charged on the sale of Lots;  
“Conditions” means the standard terms and conditions of business set out in this document;  
“Lots” means all or any machinery and other items sold or intended to be sold in accordance with these conditions;  
“Purchaser” means a person, firm or Company who purchase any Lot;  
“Vendor” means a person, firm or Company who puts forward any Lot intended to be sold at the sale;  
“Sale” means a sale of the Lots by auction from time to time organized by the auctioneers;  
“Saleground” means the venue at which the sale takes place;  
“Hammer Price” means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; and  
“Reserve Price” means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.  
(ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words donating one gender includes all genders, words denoting persons include corporations.

### 2 CONDITIONS OF SALE

- (i) All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions.  
(ii) These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneers who will announce any departures at the start of the sale.  
(iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser’s trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers if this is not correct.

### 3 HEALTH AND SAFETY

- (i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.  
(ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment;  
(iii) Caution should be exercised at all times and children must be fully supervised at all times.  
(iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.  
(v) Any accidents or incidents that occur on the Saleground must be immediately reported to Brown & Co and details recorded in the accident book.  
(vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.  
(vii) No vehicles are permitted on the Saleground during the sale.  
(viii) Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.  
(ix) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

### 4 AUCTIONEERS STATUS

- (i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.  
(ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.  
(iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

### 5 LIMITATION OF LIABILITY

- (i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:  
(a) any breach of these Conditions however arising;  
(b) any use made or resale of the Lots by the Purchaser; and  
(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.  
(ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:  
(a) death or personal injury resulting from negligence;  
(b) fraud or fraudulent misrepresentation; or  
(c) any other liability which cannot be excluded or limited by applicable law.  
(iii) Without prejudice to clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other, 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 ANNUAL 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: 184



LOT: 212



LOT: 213



LOT: 186



LOT: 192



LOT: 190



LOT: 191



LOT: 193

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