



AUCTION
CATALOGUE

SALE BY ONLINE TIMED AUCTION OF MODERN AND VINTAGE FARM MACHINERY AND EQUIPMENT



LOT 105



LOT 104



LOT 103



LOT 102



LOT 101



LOT 96



LOT 95



LOT 94

Commencing Thursday 9th March 2023 at 7.30am
ending Wednesday 15th March from 12 Noon

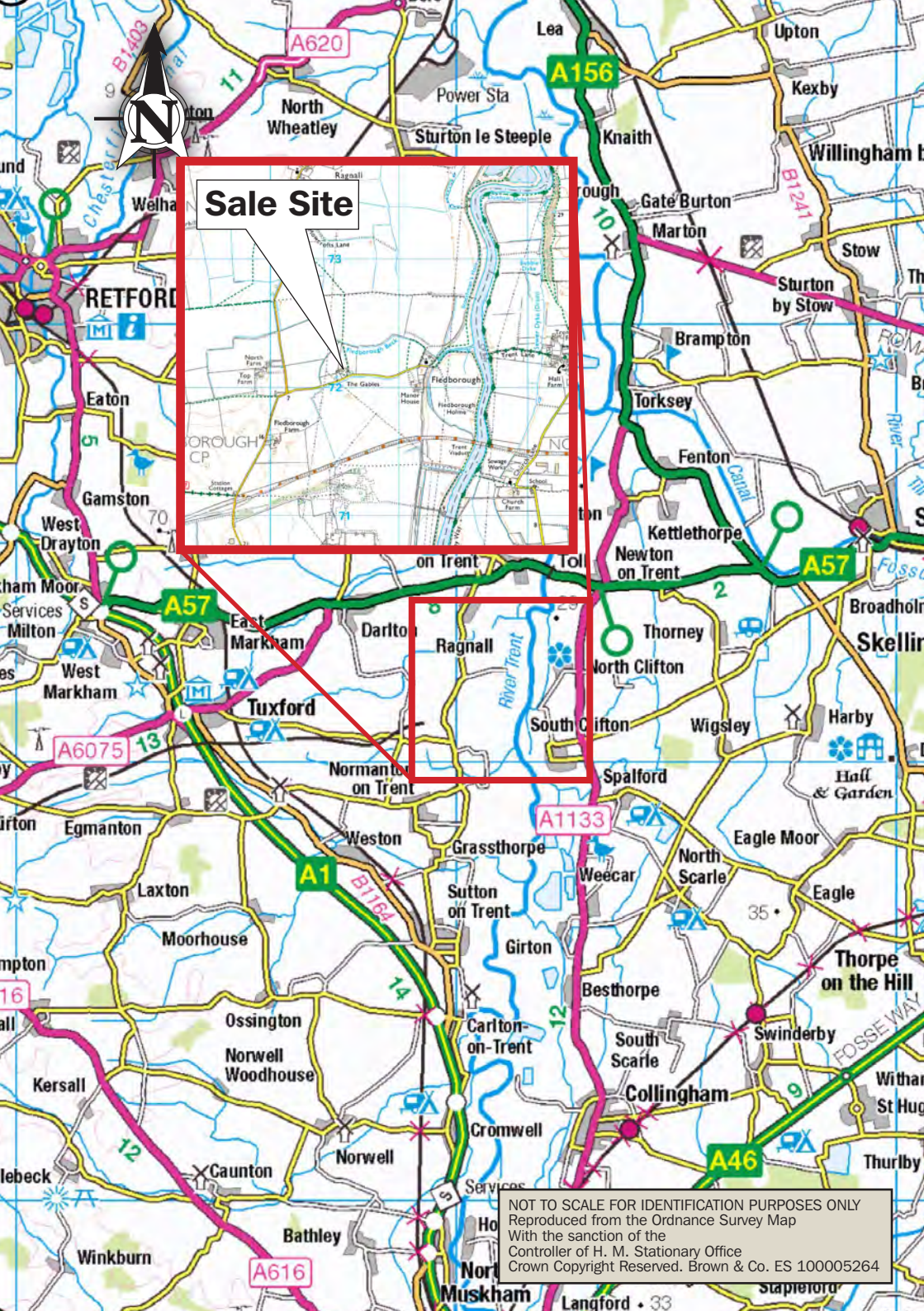
The Gables Farm
Fledborough
Nottinghamshire
NG22 0UU

[BidSpotter.co.uk](https://www.BidSpotter.co.uk)

[i-bidder.com](https://www.i-bidder.com)

BROWN & CO

Residential. Commercial. Agricultural.
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On instructions from The Executors of the Late Mr G Ashworth

ONLINE TIMED AUCTION OF MODERN AND VINTAGE FARM MACHINERY AND EQUIPMENT



Commencing Thursday 9th March 2023 at 7.30am
ending Wednesday 15th March from 12 Noon

Viewing: Wednesday 8th and Thursday 9th March 2023
from 10am until 4pm.

Brown & Co Auctioneers office:
8 Melton Enterprise Park, Redcliff Road,
North Ferriby, East Yorkshire HU14 3RS
Viewing day and sale day enquiries:
Anita Riggall 07966 597930
James Walton 07920 496350
Email: anita.riggall@brown-co.com
james.walton@brown-co.com

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i-bidder.com

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PURCHASERS PLEASE NOTE:

LOCATION – From the Markham Moor Interchange on the A1, take the north exit onto Cliff Gate A57. Continue along Broad Gate A57 for approx. 5 miles, past the villages of East Markham and Darlton. Shortly before the village of Dunham, at the cross roads junction with Laneham Lane and Main Street, take the right hand turn south onto Main Street (sign posted Ragnall and Fledborough). Continue for approx. 1.5 miles south, through the village of Ragnall, until a T-junction at Hollow Gate Lane. Take the left hand turn east onto Hollow Gate Lane and continue for half mile.

Please note that the following direction include a paid toll bridge: From the Lincoln ring road, take the north exit off at Carholme Roundabout onto Saxilby Road A57. Continue along A57 for 10 miles past the villages of Burton Waters, Saxilby Newton on Trent and Dunham. This includes going over Dunham Toll Bridge. Shortly after the village of Dunham, at the cross roads junction with Laneham Lane and Main Street, take the right hand turn south onto Main Street (sign posted Ragnall and Fledborough). Continue for approx. 1.5 miles south, through the village of Ragnall, until a T-junction at Hollow Gate Lane. Take the left hand turn east onto Hollow Gate Lane and continue for half mile.

The nearest postcode is NG22 0UU, however this takes you further down Hollow Gate Lane than the viewing site is located. Please follow Brown & Co signage where possible.

What 3 Words: charts.repelled.defaults

All persons attending the viewing 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 site should be reported immediately to the Brown & Co office for details to be recorded.

COVID 19 GUIDELINES

If you are displaying any COVID-19 symptoms or have been in contact with anyone who has displayed any symptoms within the past 14 days prior to visiting the sale site, **you must not enter the viewing days on site.**

There will be a series of strict measures in place on the viewing days in accordance with HSE and government guidance to mitigate the risk of transmission of COVID-19. Brown & Co request that only people with a genuine intention of purchasing equipment attend the site, this is a business event not a social gathering.

On admittance to the viewing days, you will be requested to leave your contact details and addresses, **without exception.** All visitors to the site will be required to use the hand sanitiser stations on entrance to the site and when attending the Office. It is also requested that visitors bring

their own PPE, face masks and their own pens.

Social distancing measures will be in place and visitors must adhere to them at all times. In the event that visitors fail to comply, they will be requested to leave the site.

Brown & Co continue to monitor the government guidance and regulations in place and will act accordingly in adherence to these. Should you have any queries about the protocols and the advice enclosed above, please contact the auctioneers.

BUYER'S PREMIUM - A Buyer's premium of 3% of the hammer price is payable on all lots. This is subject to VAT @ 20%. An additional online bidding premium applies in addition to the 3% buyer's premium, see below for details.

ONLINE BIDDING – Online bidding is this only method available at this sale via 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 i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale closes. Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid on the day of the sale closes to ensure that ability to bid is maintained.

PAYMENT - 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.

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. We are able to accept VISA debit cards only. Payments by credit card are not acceptable. 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.

REMOVAL OF LOTS - No lots may be removed from site unless accompanied by a receipted invoice. Lots are to be removed from the site on the following days only; Thursday 16th March, Friday 17th March and Saturday 18th March 2023. All lots are to be removed by Saturday 18th March 2023. The collection of lots is strictly by appointment only. The collection and removal of lots is the sole responsibility of the buyer. Any arrangements in respect of the lots being

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collected by a courier and payments associated with this, is for the buyer to undertake and make.

LOADING FACILITIES – Loading facilities will be available only on Thursday 16th March, Friday 17th March and Saturday 18th March 2023. Any lots remaining after Saturday 18th March 2023 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 site and all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer. Vehicles entering the sale site for loading must operate below a 5mph speed limit and move with caution.

BUYER'S FACILITIES – All registrations for this Online Timed Machinery Auction are provisional and subject to the approval of the auctioneer. Your Highest Bid will be treated as a valid bid even if at the time of placing it the RESERVE is NOT MET. Sellers may ask us to reduce the reserves in the closing hours and put items on sale. Remember when placing a bid, you are bidding to buy. Details are provided in good faith. They should not be relied upon as fact and buyers must make their own investigations where measurements, mileages, hours, condition or authenticity are critical. Buyers should make themselves satisfied they are happy with the lot before they bid as viewing is available on all lots by prior appointment, all bids are non-retractable. Potential buyers who do not inspect lots prior to bidding, do so at their own risk. The condition and function of an item should be confirmed by the bidder, prior to bidding. As there will be NO refunds or allowance given after the closure of the bidding process. Your bid is your commitment to purchase. Transgression of these rules will be reported to i-bidder.com or bidspotter.co.uk and the bidder will be blocked from taking part in any future i-bidder.com or bidspotter.co.uk sales. No warranty is offered or implied. Each lot is bought and sold as seen. Viewing is welcome and recommended. If a bid is placed during the last 3 minutes of a lot's closing time then the closing time is updated to end approximately 3 minutes from when the bid is placed.

VAT - VAT will be payable on all lots in addition to the hammer price, buyer's premium and internet surcharge 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.

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 during the viewing days.

FORTHCOMING SALES - If you wish to receive catalogues of future sales, please leave your name and full address.

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 online sale closing or viewing days commencing to ensure that the machinery has been delivered onto the sale site.

VIEWING – Wednesday 8th March and Thursday 9th March 2023 between 10am and 4pm only.

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 – Goods exported from the United Kingdom from 1st January 2021.
 - b) VAT Notice 712 dated January 2014, Amended in 2019 – The Single Market.
 - c) VAT Information Sheet 2/00 dated May 2000 – Exports and Removals: Conditions for zero rating
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
 - a) The buyer provides Brown & Co with their VAT/FISCAL NUMBER (which will be verified with UK Customs & Excise) at the time of purchase.
 - b) The goods are removed from the United Kingdom within three months from the time of supply (the date of auction).
 - c) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from the United Kingdom within three months of the date of auction.

Unless and until the above requirements are fulfilled Buyers will be charged VAT at the United Kingdom standard rate (currently 20%). This will only be refunded if all requirements within the regulations are met within the specified time limits.



SALE BY ONLINE TIMED AUCTION OF MODERN AND VINTAGE FARM MACHINERY AND EQUIPMENT

MISCELLANEOUS TOOLS, SPARES AND EQUIPMENT

- 1 Ladder
- 2 Galvanised tank
- 3 Qty of hand tools
- 4 Qty of hand tools
- 5 Qty of hand tools
- 6 Qty of **Ransomes** plough spares
- 7 **Ferguson** pick up hitch
- 8 **Ferguson** pick up hitch
- 9 Qty of chocks
- 10 Qty of chocks
- 11 Qty of chocks
- 12 Qty of wearing parts
- 13 Qty of combine lifters
- 14 Qty of top links
- 15 Wire tow ropes
- 16 Qty of tow chain
- 17 Qty of pig tail spares
- 18 Qty of barbed wire
- 19 Qty of discs
- 20 **Robert Store** bag weigher
- 21 Qty of wafer weights
- 22 Qty of **MF** wafer weights
- 23 **David Brown** 1m sugar beet bucket to fit David Brown front loader
- 24 **David Brown** 1m muck fork to fit David Brown front loader
- 25 Bag hook to fit David Brown front loader



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- 26 Bale spike to fit David Brown front loader
- 27 **David Brown** 1m bucket to fit David Brown front loader
- 28 Cattle ring feeder
- 29 Cattle ring feeder
- 30 Qty of used sheet metal
- 31 1,000l diesel tank
- 32 **John H Taylor** cattle crush
- 33-50 Spare Lots

WHEELS AND TYRES

- 51 Pair of 13.6R28 tyres
- 52 Pair of row crop wheels with **Michelin** 8.3-44
Bibagrip tyres
- 53 Pair of row crop wheels with **Taurus** 9.5R48 tyres
- 54 Pair of **Stocks Ag** dual wheels and clamps with
Kleber 16.9R38 tyres
- 55-60 Spare Lots

IMPLEMENTS

- 61 Potato spinner
- 62 **Ransomes** single leg subsoiler
- 63 **Ransomes** TSP 108 3 furrow reversible plough. On
farm from new.
- 64 **Ransomes** TSR 108 4 furrow reversible plough
- 65 2002 **Maschio** 3m power harrow with rear crumbler
roller. Serial No: 029890312. On the farm from new
- 66 3.3m springtine harrow

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY ONLINE TIMED AUCTION OF MODERN AND VINTAGE FARM MACHINERY AND EQUIPMENT

- 67 **Blench** 3.6m pig trail drag
- 68 **Massey Ferguson** mounted discs
- 69 **Massey Ferguson** 520 trailed discs.
Serial No: 01/159
- 70 **Massey Ferguson** 30 3m trailed drill, pre-emergence
markers, tramline kit, **Reco** following harrows,
hydraulic markers. Serial No: VF18993
- 71 2001 **Reco Sulky** DR 1150 fertiliser spreader with
homemade extension. Serial No: DR11 112
- 72 **Rekord** TSN250 2.5m trailed straw chopper.
Serial No: 004599
- 73 **Grays** 8ft water filled flat roll
- 74 **J B Edlington & Co** triple gang rolls
- 75 8ft Cambridge roll
- 76 **Lely Lotus** 300 tedder
- 77 **Vicon** Acrobat rake. Serial No: 5400013846
- 78 **Bamford** C265 twin drum mower.
Serial No: 82360017
- 79 **Hardi LX800** linkage mounted 12m sprayer, hydraulic
lifting booms and clean water tank
- 80 **Recomatic** 8.5m 6" 3 phase auger
- 81 **Brice Baker** 10.6m 4" 3 phase auger
- 82 **Astwell** 10.6m 4" 3 phase auger
- 83-90 Spare Lots

TRAILERS

- 91 6.5m single axle flatbed trailer with dolly
- 92 Single axle wooden tipping trailer
- 93 1975 **Tye** 6T single axle grain trailer with extensions.
On the farm from new. Serial No: 6782



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- 94 1979 **AS Marston Trailers** 8T twin axle grain trailer with manual tailgate and grain chute On 11.5/80R15.3 wheel and tyres. Serial No: 84518
- 95 1979 **AS Marston Trailers** 10T twin axle grain trailer with manual tailgate and grain chute On 12.5/80R15.3 wheel and tyres. Serial No: 104280
- 96 1981 **AS Marston Trailers** 10T twin axle grain trailer with manual tailgate and grain chute. Serial No: 105646
- 97-100 Spare Lots

TRACTORS

- 101 1969 **David Brown** 880 Selectamatic tractor with hydraulic front loader with circa 600kg lifting capacity. On 6.00-16 front and 12.4-32 rear wheels and tyres. Reg: BWD 697H. Hours: 4,949. Serial No:880/558465/S
- 102 1974 **Massey Ferguson** 188 MultiPower tractor, rear link arms and pickup hitch, benefitting from full overhaul 5 years ago. On 7.50-16 front and 13.6R38 wheels and tyres with front wheel weights. No V5 Document. Reg: HRR 780N. Hours: 6,962. Serial No:188364877
- 103 1983 **Massey Ferguson** 698 2wd tractor, rear link arms and pickup hitch. On 10.00-16 front and 16.9R38 rear wheels and tyres. Reg: EEE 711Y. Hours: 9,126. Serial No: B20 5041.





SALE BY ONLINE TIMED AUCTION OF MODERN AND VINTAGE FARM MACHINERY AND EQUIPMENT

- 104 1990 **Massey Ferguson** 3090 Autotronic 4wd tractor, air-conditioning, rear link arms and pickup hitch. On 340/85R28 front and 420/85R38 rear wheels and tyres. Reg: G670 XAY. Hours: 7,600. Serial No: P262023

COMBINE

- 105 1979 **Massey Ferguson** 750 combine harvester with 14ft header and trolley. The combine benefits from air conditioning. On 23.1-30 front and 11.0-16 rear wheels and tyres. Reg: KFE 617V. Hours: 3,534.



FORTHCOMING AUCTIONS



2nd March 2023: 10:30am

Important And Significant Sale By Auction

Of Slurry Contracting Equipment

Sandbraes Farm, Caistor, Lincolnshire LN7 6SD

Contact Details:

James Walton – 07920 496350 – james.walton@brown-co.com

Anita Riggall – 07966 597930 – anita.riggall@brown-co.com

9th March - 15th March 2023

Online Timed Auction

Fledborough, Nottinghamshire

Contact Details:

James Walton – 07920 496350 – james.walton@brown-co.com

Anita Riggall – 07966 597930 – anita.riggall@brown-co.com

16th March 2023: 10:30am

Auction Of Modern Farm Machinery

Cambridgeshire

Contact Details:

George Watchorn – 07919 015675 – george.watchorn@brown-co.com

Jon Clampin – 07717 512498 – jon.clampin@brown-co.com

17th March - 27th March 2023

National Online Timed Auction

Contact Details:

Simon Wearmouth – 07768 465744 – simon.wearmouth@brown-co.com

Peter Thompson – 07500 783360 – peter.thompson@brown-co.com



George Watchorn | 07919 015675 | george.watchorn@brown-co.com

James Walton | 07920 496350 | james.walton@brown-co.com

Simon Wearmouth | 07768 465744 | simon.wearmouth@brown-co.com



CONDITIONS OF SALE FOR LIVE ONLINE MACHINERY AUCTIONS

(with buyer's 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, C.R.N. OC302092 whose registered office address is at The Atrium, St Georges Street, Norwich NR3 1AB;
"Host" means iBidder.com or Bidspotter.co.uk – The host website portal for this auction;
"Internet Surcharge" means the surcharge charged to the Purchaser on purchased 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;
"Sale price" means the price at which a Lot is sold to the winning Purchaser; and
"Reserve Price" means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.
- (ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

- (i) All persons registered to bid at the Sale in any capacity are deemed to bid 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, any such special conditions will be noted within the descriptions of specific lots.
- (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.

3 HEALTH AND SAFETY

- (i) All persons viewing a lot do so at their own risk and with notice of the condition of the premises and their contents.
- (ii) All persons viewing a lot are hereby made aware that there may be significant risks on the Sale site including moving machinery and equipment;
- (iii) Caution should be exercised at all times and children and animals/pets must be fully supervised at all times.
- (iii) All persons viewing a lot must take notice of all specific health and safety notices on display. If in doubt, please consult the Auctioneers in charge.
- (iv) Any accidents or incidents that occur on the Sale site must be immediately reported to the Auctioneers and details recorded in the appropriate accident book. No powered machinery or equipment should be started without the prior approval of the Auctioneers.
- (v) Any vehicles brought onto the Sale site to collect lots should be operated with extreme caution and within a 5mph speed limit. Loading using machinery should only be undertaken by suitably qualified and experienced operators.
- (vi) The Auctioneers shall have the right at their discretion to refuse admission to their premises or those of their clients by any person.

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 Auctioneers 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 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 15(iv).

7 RESERVATIONS

The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.

8 CATALOGUES AND ADVERTISEMENTS

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement 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) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers.
- (iii) 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.
- (iv) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
- (v) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot.

10 PAYMENT

- (i) All Purchasers must register their names and addresses before they are permitted to bid in an online sale, The Auctioneers reserve the right to reject or terminate any registration at its sole discretion.
- (ii) On conclusion of the Auction period, we will notify the Purchaser by email to confirm:
 - (a) that the Purchaser is the winning bidder; and
 - (b) the amount of the successful bid
- (iii) Attached to the notification email will be an invoice for the amount of the winning bid plus any relevant commission and VAT.
- (iv) All lots must be paid for within 5 working days of the conclusion of the Auction period.
- (v) The Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.
- (vi) All payments must be made by either Cheque, Bankers Draft, Postal Order, Debit Card, BACS or CHAPS, payments will not be accepted by credit card.

11 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.
- (iv) Subject to clause 11(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.

12 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.

13 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 clause 13(v) to clause 13(viii) 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 entered into the sale 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 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.

14 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.

15 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 (such period of time may be extended at the Auctioneers sole discretion); 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) within seven days of the Purchaser's notice; and
- (d) within seven day of the Auctioneer's request, provide a competent engineer's report setting out full details of the alleged defect.
- (iii) The Purchaser's rights under clause 18 shall not apply if:
 - (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
 - (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade price 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.

16 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.

17 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 of Lots.
- (ii) Persons viewing lots at the Sale site are respectfully reminded that verbal or physical abuse of any person, especially the Auctioneer's staff, will not be tolerated.

18 REMOVAL OF LOTS FROM SALE SITE

- (i) All Lots whether sold or unsold may not be removed from the Sale site 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) The Purchaser has no right to anything not described in the catalogue.
- (iii) The Purchaser will be responsible for removal of lots at his own expense and must provide his own labour and equipment. Such removal must be carried out safely and lawfully and in accordance with any conditions of sale of which the Purchaser is notified.
- (iv) All Lots purchased must be cleared from the Sale site within seven days of the date of the Sale in which they were purchased.
- (v) 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 Sale site for longer than the times specified in clause 18(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 Sale site.

19 BUYER'S PREMIUM

The Auctioneers will charge purchasers a Buyer's Premium of 3% (plus VAT) on the Hammer Price of each and every Lot purchased

20 INTERNET SURCHARGE

The Auctioneers will charge purchasers an internet surcharge of 2% (plus VAT) on the hammer price of each and every Lot purchased online.

21 THIRD PARTY RIGHTS

(i) A person who is not a party to the contractual relationship 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 29 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 & JURISDICTION

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.

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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.

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