



AUCTION  
CATALOGUE

# SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT 238



LOT 227



LOT 228



LOT 237



LOT 222



LOT 226



LOT 219



LOT 236

**Thursday 1st June 2023 at 10.30am**

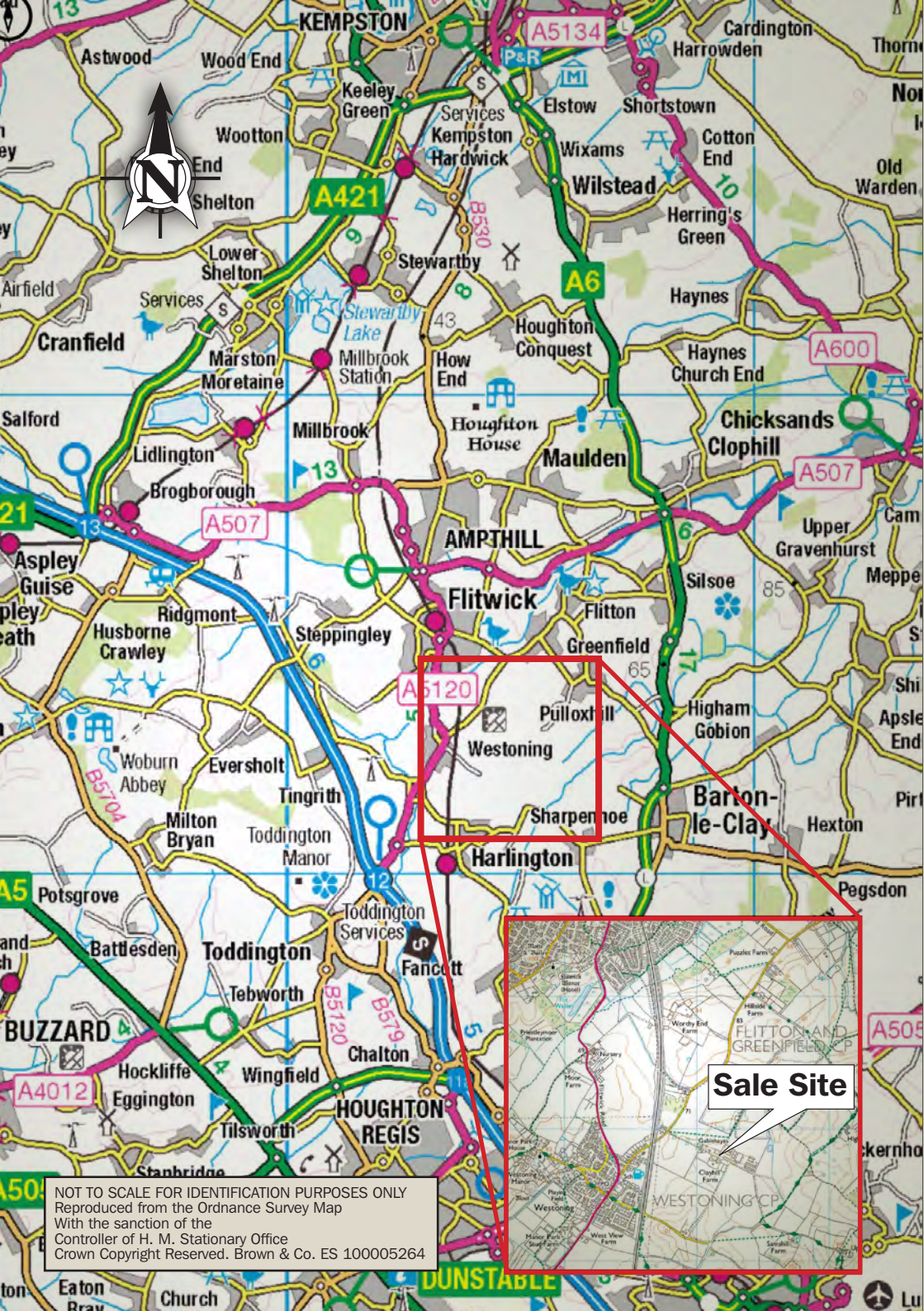
Clayhill Farm  
Greenfield Road  
Westoning  
Bedfordshire  
MK45 5JF

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

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**BROWN & CO**

Residential. Commercial. Agricultural.  
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On behalf of Clayhill Farming Ltd & Others

# AUCTION OF TRACTORS, SPRAYER, MATERIALS HANDLER, TRAILERS, CULTIVATION EQUIPMENT & IMPLEMENTS



Thursday 1st June 2023  
Commencing 10.30am prompt  
Clayhill Farm, Greenfield Road, Westoning, Bedfordshire, MK45 5JF

**Viewing:** 10am until 4pm on Wednesday 31st May 2023  
and on the morning of the sale from 8am only

**Brown&Co Auctioneers Office:**  
St Neots Office, The Fairways, Wyboston Lakes,  
Wyboston, Bedfordshire, MK44 3AL  
**General Enquiries:** 01480 213811  
**Viewing Day and Sale Day Enquiries:**  
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**Email:** george.watchorn@brown-co.com  
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## PURCHASERS PLEASE NOTE:

**LOCATION** – If approaching from the M1, leave the motorway at Junction 12 and head North East on Harlington Road / A5120. Continue for approximately 0.3 miles and at the roundabout take the 1st exit on to the A5120. Continue for approximately 1.5 miles until approaching the next roundabout, take the 2nd exit onto Greenfield Road. Continue for another 0.3 miles and the farm will be on the right-hand side.

If approaching from Bedford head South of the A6 for approximately 6 miles to Clophill. At the Clophill Roundabout take the 3rd exit onto the A507. After 1.2 miles turn left on to Amphill Road, after 0.5 miles turn right onto Flitton Hill, after 0.4 miles turn right on to High Street. Follow the road for approximately 2.7 miles towards Westoning and the sale ground will be on your left-hand side.

**What3Words:** duty.crisper.creatures

**The sale ground will be signposted on the sale day and the nearest postcode is MK45 5JF.**

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.

### 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 or sale day on 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.

**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.

**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. 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. All lots are to be removed by **Thursday 8th June 2023.**

**LOADING FACILITIES** - Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after Thursday 8th June 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 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 <https://bid.brown-co.com/auctions>, [i-bidder.com](https://bidder.com) or [bidspotter.co.uk](https://bidspotter.co.uk). A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online. 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.

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**ENGINE HOURS** - Neither the Sellers nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

**INSPECTION OF EQUIPMENT** – No powered machinery or equipment may be started without the prior approval of a Brown&Co representative.

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

**CATALOGUE ENTRIES** - Whilst every attempt is made to ensure that the descriptions are accurate, no guarantees are either given or implied. Buyers should be aware that from time to time, lots are withdrawn and other lots added. Please contact the auctioneers prior to the sale to ensure that the machinery has been delivered onto the sale ground.

**VIEWING** – Wednesday 31st May 2023 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 – Goods 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 OF  
TRACTORS, SPRAYER, MATERIALS HANDLER, TRAILERS,  
CULTIVATION EQUIPMENT & IMPLEMENTS**

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**MISCELLANEOUS WORKSHOP EQUIPMENT,  
SPARES SUNDRIES AND CRAWLER**

- 1 Quantity felt roof shingles
- 2 **Rexon** table saw, single phase. Model No: BT2504AE
- 3 Table tennis table
- 4 Metal fireplace
- 5 **Bosch** Exxcel 1400 washing machine
- 6 **Miele** dishwasher
- 7 **Erle** pressure washer, spares or repair
- 8 Pressure washer, spares or repair
- 9 Wooden work bench, 2.45m x 1m
- 10 Pedestrian lawn broadcaster, unused
- 11 Hi bay lights
- 12 **Max-Arc** mig welder, 300A / 3ph, spares or repair
- 13 **Oxford** arc welder, 3ph
- 14 **Salop** trailer tipping ram
- 15 Quantity PTO guards
- 16 Quantity electric rabbit netting
- 17 Quantity bird scaring rockets
- 18 3No **Scatterbird** Mark II gas guns
- 19 PTO compressor
- 20 **BVC** vacuum cleaner, single phase
- 21 Grain spear, multi outlet
- 22 **Marconi** 933D moisture meter
- 23 3No **Thunderpole** T-1000 CB radios
- 24 2No **Raven** Cruizer GPS guidance
- 25 **Brigadier** vacuum cleaner, single phase
- 26 **John Deere** 6000 Series passenger seat
- 27 Quantity universal combine lifters

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 28 Quantity **New Holland** combine parts / spares
- 29 Workshop trolley, 6ft
- 30 2No **Honda** water pumps, spares or repair
- 31 Quantity **Accord** springs
- 32-34 Quantity cultivator points
- 35 Quantity **John Deere** top links
- 36-37 Quantity **Kverneland** TS drill points
- 38 Quantity **Grégoire Besson** plough parts
- 39 Quantity **Naud** plough parts
- 40 Quantity **Vogel & Noot** plough parts
- 41 Quantity **Kverneland** plough parts
- 42-45 Quantity **Dowdeswell** spares
- 46 Quantity **Kverneland** CTS spares
- 47 Quantity **Horsch** Terrano parts
- 48 Quantity **Horsch** CO4 parts
- 49 Quantity **Marathon** points
- 50 Quantity **Quivogne** Tinemaster spares
- 51 **Amazone** ZAU fertiliser spreader discs, 30m/36m
- 52 **Stihl** 045AV chainsaw
- 53 **Stihl** 015 chainsaw
- 54 **Pickhill** Bantam oil cooled electric welder 180AMP
- 55 Single phase 3.4hp electric motor
- 56 **Kohler** petrol generator, single phase 120/240 volts
- 57 **Master** space heater
- 58-62 Quantity various Game equipment
- 63-66 Quantity IBC's
- 67 Grain auger
- 68 30ft grain auger 6", petrol engine
- 69 15ft grain auger 5", single phase

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- 70 14ft grain auger 4", single phase
- 71 **Matrot** side knife, electric
- 72 **Spaldings** wheel carter
- 73 **Landmaster** rotavator, **Briggs & Stratton** engine
- 74 **Honda** 1011 ride on petrol lawnmower with grass collection bag
- 75 **National** 685R ride on gang mower with **Briggs & Stratton**, 7.5hp petrol engine
- 76 **Allen** scythe
- 77 Wooden stairs
- 78 2No 5.9m (wide) x 5.2m (high) roller shutter doors. Sold in situ, buyer to remove
- 79 Garage door, fibreglass, 9ft x 7ft
- 80 **Caterpillar** Drott 950C 15" metal tracked crawler with front loader, rear drawbar.  
Reg No: TNL 710H. Serial No: 63K734.  
**NB: not currently running believe radiator requires attention. Tractor rolls easily. Sold in situ, buyer to remove.**
- 81- 95 Spare lots
- 96 Quantity scaffold poles and fittings
- 97 **Simba** press rear drawbar
- 98 Weight
- 99-101 Front weight frame
- 102 Pair implement depth wheels
- 103 3No **Caterpillar** linkage rams
- 104 **McConnel** saw bench, PTO driven
- 105 Metal dog kennel
- 106 Plastic diesel bowser with 12v pump, single axle



- 107 **Bomag** twin drum vibrating roller with diesel engine, spares or repair
- 108 Vintage cement mixer
- 109 Vintage hay rake
- 110 **Ransomes** 3f conventional plough, linkage mounted
- 111 Personnel platform, pallet tine attachments. NB: not tested
- 112 15" digger bucket, 40mm pin
- 113 **JCB** JS130 grading bucket
- 114 **ERS** 18" digger bucket 60mm pin attachment
- 115 Quantity various digger buckets
- 116 4 in 1 bucket **JCB** Q-fit attachments, hydraulic operated
- 117 Quantity **Stocks AG** Fan Jet applicators
- 118 Frame to mount **Stocks AG** Fan Jet applicator suited to **John Deere** Gator
- 119 3No forklift tipping skips. NO VAT
- 120 Quantity PTO shafts
- 121-130 Spare lots

**WHEELS & TYRES**

- 131 Quantity 11R22.5 lorry wheels and tyres
- 132 Quantity 18/19.5 wheels and tyres
- 133 Pair **Pirelli** 650/65R38 tyres
- 134 Pair 540/65R28 tyres only
- 135 Pair 12.4-24 wheels and tyres for **Bettinson** drill
- 136 Set Terra Tyres
- 137 4No 600/65R28 tyres from **JCB** Fastrac 3230
- 138 Pair **Michelin** 18.4R38 **Stocks** dual wheels and tyres





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- 139 Set **Pirelli** 14.9R28 front and 18.4R38 rear wheels and tyres with **Massey Ferguson** rims
- 140 Pair **Michelin** 710/75R34 MEGA EX BIB wheels and tyres with **John Deere** centres
- 141 Pair 16R38 dual wheels and tyres
- 142 Pair 8.3R44 row crop wheels and tyres
- 143 Set 340/85R36 front and 380/90R50 row crop wheels and tyres with **John Deere** centres
- 144 Quantity **Caterpillar** D5 18" extra tall grouser track plates
- 145 Set **Firestone** 540/65R30 front and 650/65R42 rear wheels and tyres
- 146-150 Spare lots

**TRAILERS & BOWSERS**

- 151 **Salop** 9t trailer body c/w tailgate
- 152 Beaters trailer, single axle
- 153-154 Metal single axle fuel bowser with manual pump
- 155 Stainless steel bowser 2,000l, single axle c/w **Honda** petrol pump
- 156 **Bradshaw** single axle trailer c/w ramp. NO VAT
- 157 3t drop side hydraulic tipping trailer, single axle
- 158 Aluminium 12t drop side tipping trailer
- 159 **Whitlock** 3t galvanised tipping trailer, single axle on 16/8.25-16 wheels and tyres
- 160 1972 **Pettit** 3t drop side tipping trailer, single axle on 10.5/85-15.3 wheels and tyres. Serial No: 17044
- 161 Low loader 5.25m x 2.1m with rear hydraulic axle

- 162 Drop deck low loader 5.5m x 2.4m, hydraulic lowering metal floor with rear single axle on 385/65R22.5 wheels and tyres
- 163 12t twin axle flat bed trailer with easy strap system, twin axle on 185/65R22.5 wheels and tyres
- 164 2007 **McCauley** 14t dump trailer with hydraulic tailgate and sprung drawbar, twin axle on 385/65R22.5 wheels and tyres. Serial No: 5319
- 165 12t farm grain trailer
- 166 14t twin axle grain trailer
- 167 11,000l stainless steel bowser with **Honda** pump
- 168 40ft tri-axle curtain side trailer on 11R22.5 wheels and tyres. NB: no front dolly. Sold in situ, buyer to remove
- 169 25,000l twin axle tanker on 11R22.5 rear wheels and tyres. NB: no front dolly. Sold in situ, buyer to remove
- 170 16ft 4 wheel flat bed bale trailer
- 171 20ft twin axle bale trailer
- 172 1996 **Salop** 10t grain trailer with manual tailgate on 325/65R22.5 wheels and tyres
- 173-175 Spare lots

**IMPLEMENTS**

- 176 Quantity DD rings (used)
- 177 Front press frame, home made
- 178 2No levelling boards for 8m **Vaderstad** drill
- 179 2No hopper grates suited to **Vaderstad** drill
- 180 2No **Kongskilde** Vibroflex tine frames 2 x 4m
- 181 **Grégoire Besson** headstock for semi-mounted plough

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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- 182 Quantity **Knight** Triple Press parts
- 183 **Cousins** crumbler roller, 3.8m
- 184 **Nodet Gougis** DPS 12m boom spreader, PTO driven, linkage mounted
- 185 Front tank 1,000l, c/w hydraulic pump
- 186 **Opico** Variocast 8 seeder c/w metering wheel and pipes
- 187 **KRM** PS 300 M1 6m small seed/avadex applicator
- 188 2020 **Concept Engineering** 2.4t bag lifter with **JCB** Q-fit attachments. Serial No: BL159
- 189 **Reco** bag lifter, linkage mounted
- 190 Bag lifter with **JCB** attachments
- 191 2003 **Gyrax** F13 log splitter, linkage mounted, hydraulic operated. Serial No: 2303
- 192 **New Holland** 719 trailed forage harvester. NO VAT
- 193 2011 **Kverneland** FHP 2m side offset flail mower, linkage mounted, PTO driven. Serial No: MCHOXX100918
- 194 **Suire** 2.7m flail mower, hydraulic offset
- 195 **McConnel** 9 topper, linkage mounted, PTO driven. Serial No: 336107
- 196 2002 **Wessex** BM275 topper. Serial No: 023625. NO VAT
- 197 **Bomford** Tri-Blade 4m mounted topper, new blades and centre gearbox just fitted c/w transport wheels and end tow
- 198 **Bomford** Kestrel hedge cutter with 1.2m flail head, linkage mounted with electric/hydraulic joystick control
- 199 **K-Two** Aero II grassland aerator, 10.5m working width, hydraulic folding

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- 200 **Quantock** grass harrows 4.5m, hydraulic folding
- 201 2008 **Amazone** ZAM Profi HD 3600 Ultra twin disc fertiliser spreader. Serial No: ZAM0061143
- 202 **Kuhn** 30.1D twin disc fertiliser spreader, 18m - 28m discs, 2,700l hopper, hopper cover with Telemat border device
- 203 **Kverneland** TL1875 twin disc fertiliser spreader, 3,900l hopper, hopper cover, weigh cell and border device
- 204 **Amazone** ZAM 2200 24m twin disc fertiliser spreader
- 205 **Bateman** de mount for **Amazone** spreader
- 206 **Claas** Markant conventional baler. Serial No: 24017221
- 207 **Browns** pan buster, linkage mounted
- 208 Spring tine cultivator, linkage mounted
- 209 **Watveare** 12ft heavy duty cultivator, manual folding
- 210 **G Miles & Son** single leg trailed mole drainer. NB: no mole
- 211 **Cousins** 3m spring tine cultivator with front and rear crumbler, linkage mounted
- 212 **Wilrich** spring tine cultivator, 6m, hydraulic folding. Model No:9FCW-3PT. Serial No: 82384
- 213 4m spring tine drill with **Accord** hopper
- 214 **Accord** coulter bar, 4m
- 215 **Dowdeswell** 6f reversible plough, double offset
- 216 **Dowdeswell** DP1 HD 7f (6+1) rev plough. Serial No: 9912 34627
- 217 2010 **Grégoire Besson** SPLB9 9f semi-mounted rev plough, hydraulic vari-width, on land or in furrow with No.8 mouldboards. Serial No: 724408

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- 218 **Lely** Terra 4m power harrow, linkage mounted, PTO driven
- 219 2004 **Kverneland** CTS Stubble Finisher, 4.5m c/w **Sumo** GLX low disturbance points, hydraulic folding. Machine No: 012
- 220 **Vaderstad** Rexius Twin RST 550 5.5m, 2 rows of tines, levelling boards, 400/60-15.5 tyres with road lights
- 221 **Flexicoil** Rolls 8.4m horizontal folding Cambridge rolls with 20" breaker rings
- 222 **Dalbo** 9.4m horizontal folding Cambridge rolls 20" with breaker rings
- 223 **Lely** 6m hydraulic folding Cambridge rolls. Serial No: 53958
- 224 **Cooper** twin leg subsoiler with swivelling legs and depth wheels
- 225 **TWB** 3.5m 5 leg subsoiler c/w **Cousins** razor ring packer and additional tooth packer
- 226 2003 **Knight** Triple Press 4m, hydraulic folding c/w standard and bridge link drawbar. Serial No: 080100136
- 227 2010 **Amazone** Cayena 6m hydraulic folding drill with wheel track eradicators c/w control box. Serial No: CAY0000113
- 228 2016 **Kverneland** TS 6m tine drill with tramline and bout markers, wheel track eradicators. ISOBUS compatible. Hectares drilled: 990. Serial No: ACPNDXX65690. NB: drill currently set up for 40 row



- 229 **Maschio** 4.8m/5m tined drill with tungsten tipped points, tyre eradicators, bout markers and pre emergence markers, tramline kit
- 230 **Vaderstad** Rapid RDA600F 6m drill with front tines, **Fenix** metering
- 231 **Accord** 4m DL Suffolk coulter drill c/w tramline and pre-emergence markers
- 232-235 Spare lots

**VEHICLE**

- 236 2016 **Nissan** Navara Techna 4wd pickup with Pegasus hard top, 4 door, diesel, automatic, leather upholstery, Sat Nav. Reg No: AX66 SOH. Miles: 73,234. MOT until: 27th September 2023

**MATERIALS HANDLER**

- 237 2011 **JCB** Loadall 541-70 Agri Super materials handler on **Michelin** 19.5R24 front and rear wheels and tyres c/w pallet tines. Reg No: LK11 ATF. Hours: 7,400. Serial No: JCB5TRJC01524510

**SPRAYER**

- 238 2015 **Bateman** RB35 self-propelled sprayer with 36m Contour booms, 4,000l tank, 3 nozzles, one stainless line, 12No sections, section control, clean water tank with **Trimble** Centrepoint Fast Steering, updated **Bateman** boom levelling on **BKT** 420/90R30 front wheels and tyres. NSTS: 31/03/2024. Reg No: WA15 CVV. Hours: 6,828. Serial No: 2015013





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- 239 Set 710/55R30 wheels and tyres to suit  
**Bateman** RB35 sprayer
- 240 Pair 420/90R30 tyres only suited to **Bateman** RB35  
sprayer
- 241 Pair 710/55R30 tyres only suited to **Bateman** RB35  
sprayer
- 242 32m boom sections for **Bateman**

**TRACTORS**

- 243 **Ford** 1000 Series 2wd tractor. Serial No: 10551.  
NO VAT
- 244 **Fordson** Major 2wd tractor, petrol/parrafin.  
Reg No: MLH 550. NO VAT
- 245 1996 **Massey Ferguson** 6150 Dynashift 4wd tractor  
on 13.6R24 front and 16.9R34 rear wheels and tyres  
with 2No double acting manual spools and pick up  
hitch. Reg No: P36 PBH. Hours: 13,100.  
**NB: new engine fitted at 9,500 hours.**
- 246 2014 **John Deere** 6170R 50kph Direct Drive 4wd  
tractor, Auto Trac ready on 600/65R28 front and  
650/75R38 rear wheels and tyres.  
Reg No: AX14 HYG. Hours: 6,140
- 247 2015 **John Deere** 6125R 50Kph Auto Quad 4wd  
tractor with H340 loader with 3 function and suspension,  
Auto Trac ready on 540/65R24 front and 600/65R38  
rear wheels and tyres. Reg No: AX15 VZD. Hours: 4,800

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# FORTHCOMING AUCTIONS



**24th May 2023 – 31st May 2023**

Humber Region Online Timed Auction

**25th May 2023**

Crow Lane Farm, Great Hale, Sleaford, Lincolnshire, NG34 9LN  
Auction of Combine, Tractors, Trailers, Cultivation Equipment,  
Implements and Workshop Equipment

**8th June 2023**

Auction of Modern Farm Machinery and Equipment  
Ingham, Norfolk

**23rd June 2023**

Collective Auction of Modern Farm Machinery and Equipment  
St Ives, Cambridgeshire

FOR FULL DETAILS VISIT [BROWN-CO.COM](http://BROWN-CO.COM)

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# CONDITIONS OF SALE FOR MACHINERY SALES BY AUCTION

(with no 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, England, NR3 1AB;  
"Buyers Premium" means the premium charged to the Purchaser on purchase of Lots;  
"Conditions" means the standard terms and Conditions of business set out in this document;  
"Lots" means all or any machinery and other items sold or intended to be sold in accordance with these Conditions;  
"Purchaser" means a person, firm or company who purchase any Lot;  
"Vendor" means a person, firm or company who puts forward any Lot intended to be sold at the sale;  
"Sale" means a sale of the Lots by auction from time to time organized by the auctioneers;  
"Saleground" means the venue at which the sale takes place;  
"Hammer Price" means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; and  
"Reserve Price" means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.
- (ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

## 2 CONDITIONS OF SALE

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

## 3 HEALTH AND SAFETY

- (i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.
- (ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment.
- (iii) Caution should be exercised at all times and children must be fully supervised at all times.
- (iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.
- (v) Any accidents or incidents that occur on the Saleground must be immediately reported to the Auctioneers 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 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.
- (vii) 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

At the fall of the hammer all risk and duty in the Lots shall pass to 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.
- (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 clause 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 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:
- 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
  - 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 alleged defect.
- (iii) The Purchaser's rights under clause 18 shall not apply if:
- the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
  - 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;
  - the Purchaser alters or repairs those Lots;
  - the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - 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



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## EXPERT AUCTIONEERS OF FARM MACHINERY AND EQUIPMENT



LOT 161



LOT 225



LOT 217



LOT 221

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