

SALE BY AUCTION OF

MODERN FARM MACHINERY AND EQUIPMENT



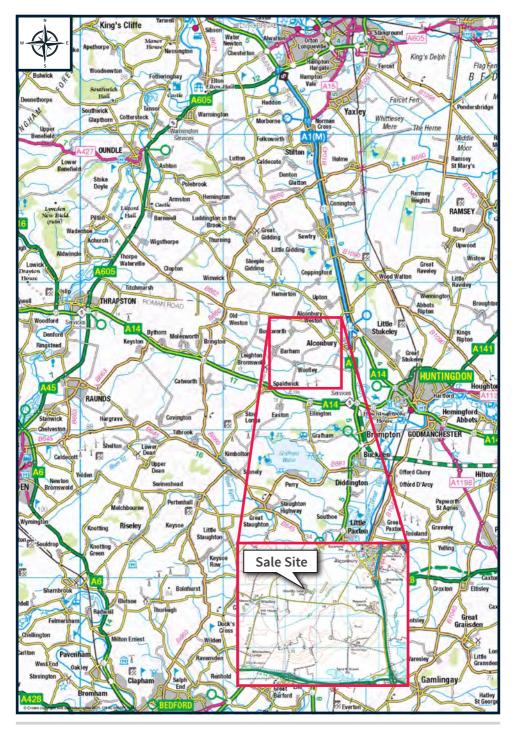


Thursday 5th June 2025 at 10.30am
Woolley Leys Farm, Alconbury,
Huntingdon, Cambridgeshire, PE28 5BL

BidSpotter

i-bidder.com





AUCTION OF TRACTORS, TRAILERS, CULTIVATION, GRASSLAND EQUIPMENT AND SPARES

Thursday 5th June 2025 Commencing 10.30am prompt

Woolley Leys Farm, Alconbury, Huntingdon, Cambridgeshire, PE28 5BL

Viewing: 10am until 4pm on Wednesday 4th June 2025 and on the morning of the sale from 8am only



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

Purchasers Please Note

LOCATION

Approaching from the A1 exit at the Brampton Hut roundabout and take the exit onto the A141 towards Kettering and Ellington (A14W). At the next roundabout take the 3rd exit onto Woolley Road signposted Woolley. Follow the road for approximately 3 miles and the farm entrance will be on the right hand side. Approaching from the A14, take the exit for Woolley between Spaldwick and Ellington. Head North along Woolley Hill for approximately 1.5 miles, at the Junction with Woolley Road turn right and follow the road for a further 1 mile and the farm will be on the left hand side.

The sale ground will be signposted on the viewing and sale day and the nearest postcode is **PE28 5BL**

What3words: ramp.shop.tissue

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 Thursday 12th June 2025.

LOADING FACILITIES

Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after Thursday 12th June 2025 will be re-sold (see section 12 of the Conditions of Sale). The Auctioneers and Sellers 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.

Purchasers Please Note

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 payable.

ONLINE BIDDING

Live online bidding will be available at this sale via bid.brown-co.com, i-bidder. com or bidspotter.co.uk. A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through bid.brown-co.com i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale. Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

VAT

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

CONDITIONS

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

REFRESHMENTS

These will be available on the sale day.

COMMISSIONS

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

ENGINE HOURS

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

INSPECTION OF EQUIPMENT

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

FORTHCOMING SALES

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

CATALOGUE ENTRIES

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

VIEWING

Wednesday 4th June 2025 from 10am - 4pm and on the morning of the sale from 8am.

Purchasers Please Note

EXPORT OF GOODS

All goods purchased at Brown & Co auctions that are to be exported or removed from the United Kingdom will:

- Be dealt with under the requirements set out of HM Customs and Excise publications:
- a) VAT Notice 703 dated January 2021 Good exported from the UK from January 2021.
- 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).
- 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

MISCELLANEOUS EQUIPMENT, IMPLEMENT PARTS AND SPARES

1	5No flashing beacons
2	2No LED flashing beacons
3-4	2No grease buckets with manual pump
5	Air operated grease gun
6	30gal Tempo Tanker FM300 dispenser
7	Makita hammer drill, single phase
8	JCB 14.4v hammer drill with 2No batteries and charger
9	Milwaukee 18v hammer drill with charger
10	Pro Cordless 18v Multisaw with charger
11	Outback S light bar guidance system. Serial No: 855270
12	Raven SmarTrax MD GPS self-steering with Cruizer IITM GPS screen
13	Quantity electric motors
14	Garage door 2.11m x 1.96m
15	2No metal gates 175cm x 150cm
16	200l diesel tank
17	Quantity tower scaffold
18	Quantity scaffolding
19	2No stainless steel tanks
20-24	4No 40gal metal drums
25	2No grain aeration spears with motors, single phase
26	Extractor tube and hat
27	Quantity auger flights
28	2No 3.5" 20ft grain augers
29	Quantity galvanised tubing
30	Woods roof extractor unit
31	Quantity hydraulic rams and gearbox
32	Norman RVC 25 pump
33	Roller door motor, 3 phase, spares or repair
34	USAF pillar drill, 110v, spares or repair
35	20t bottle jack
36	4 wheel trolley
37	John Deere tombstone
38	10No John Deere 40kg wafer weights
39-40	Quantity Massey Ferguson wafer weights
41	1500lb wheel changing trolley
42	Tine mounted hooper
43	Quantity miscellaneous implement points and brackets
44	Quantity Land Rover rear steps and accessories
45	Quantity Electric Shepherd fence energisers
46	2No Tranner ANS electric fence energisers

47	Mobility scooter 12v lifting harness. No VAT
48	Quantity Lely power harrow points
49	Quantity Kongskilde Triple K spring tine points
50	Quantity Kockerling Allrounder points
51	4No spring tine points
52	Quantity Cousins buster points
53	Quantity Kverneland Turbo points
54	Quantity Weaving straw rake tines
55	Quantity miscellaneous implement points
56	Quantity 7" duck foot points
57	Quantity C tine legs and points
58	Quantity Gregoire Besson plough bolts
59	2No Horsch CO4 discs
60	4No Dowdeswell rear plough discs
61	Quantity heavy duty following harrow tines
62	Quantity Michael Moore press points
63	Quantity Vicon LZ520 drill spares
64	Quantity Bomford flail spares
65	Pillar drill stand
66	John Deere 8030 drawbar
67	Fendt Cat 4 hydraulic top link
68	Fendt drawbar for 8/9/10 Series
69	Fendt pick up hitch for 8/9/10 Series
70	Scharmuller towing eye
71	Rockinger wagon hitch
72	8t lifting hook
73	Claas Lexion combine crop lifters
74	Claas Lexion 480 APS small seed concaves
75	Claas Lexion extending auger spout
76	Claas Lexion 480 APS drum blanking bars
77	Quantity Claas Vario header parts
78	Knight sprayer demount legs
79	Vaderstad Carrier drawbar
80	Vaderstad Biodrill storage legs
81	Quantity Vaderstad Carrier / Topdown discs
82	Quantity Vaderstad Rapid wheel track eradicators
83	2No Vaderstad Topdown 700 packer scrapers
84	Quantity Massey Ferguson Superflow points
85	2No Massey Ferguson Superflow depth wheels
86	6No Massey Ferguson Superflow legs
87	Numatic wet vacuum, single phase
88	Parker pressure washer, single phase

89	Gerni 4041C diesel steam cleaner, single phase		
90	Master B120E space heater. Serial No: 63		
91	Victor workshop lathe 62" bed, single phase		
92	Pair Jost lorry trailer legs		
93	Morgan electrical cabinet 1.4m x 1.5m x 0.66m		
94	Stocks Fan Jet broadcaster with front mounted frame suited to John Deere tractor		
95	Front mounted tractor frame suited to John Deere tractor		
96	Quantity Knight sprayer mudguard brackets		
97	Quantity Knight sprayer mudguards		
98	Bolens petrol ride on lawn mower		
99	Pair Fendt 1250kg wheel weights to suit 9/10 Series		
100	Steel frame building (dismantled) 30ft wide x 80ft long (approx.)		
101	2No 15ft Steel gates (new)		
102	2No Steel 2m x 1m secure doors		
103	Quantity pallet racking		
104	5No JCB digger buckets		
105	Mountfield 827H ride on mower		
106	Hay rack		
107	Round pig trough		
108	12ft wooden gate with post		
109	2003 Kubota TG1860 diesel ride on mower with power steering. Hours: 1,102.		
	Serial No: 23337.		
110-120	Spare lots		
	WHEELS 2. TVDES		

	£2.2
123	Single Dunlop 12.4-11-28 tyre
124	Single BF Goodrich 265/75R16 tyre
125	Single Dunlop 265/70R16 tyre
126	Pair BKT 400/55R15.5 tyres, suited to Vaderstac
127	3No 7.5R16 tyres only
128	3No 385/65R22.5 tyres
129	3No 8.25R16 tyres
130	Pair Michelin 500/70R24 tyres
131	Pair Pirelli 480/70R30 tyres
132	4No 6.00/16 Land Rover wheels and tyres
133	Pair Goodyear 8.25/17 wheels and tyres, 8 stud
134	Pair Avon 6.00-19 wheels and tyres, 5 stud
135	5No 10.5R13 wheels and tyres, 8 stud
136	3No.8 25R20 wheels and tyres 8 stud

2No commercial axles, 10 stud Quantity **Stocks** dual wheel clamps

121 122

137	4No 8.25R20 wheels and tyres, 8 stud
138	2No 6.00/16 Land Rover wheels and tyres
139	2No Land Rover rims
140	Pair Firestone 10.50-16 wheels and tyres, split rims, 10 stud
141	Pair Avon 7.5/20 wheels and tyres
142	Pair Avon 12.5/15 wheels and tyres, 6 stud
143	Pair Goodyear G800 wheels and tyres, 8 stud
144	2No 9.00-20 wheels and tyres, 10 stud
145	4No 9.00-20 wheels and tyres, 8 stud
146-147	4No 11R22.5 wheels and tyres, 10 stud
148	5No 11R22.5 wheels and tyres, 10 stud
149	Single Michelin Cargo bib 560/60R22.5 tyre
150	2No Trelleborg 650/60R38 tyres
151	Pair 11-15 implement wheels and tyres c/w stub axles
152	Quantity split rims with holders, ex military
153	2No bar axles to suit John Deere 40 Series, 10 stud
154	Pair Fordson 12.4/11-36 wheels and tyres
155	2No Massey Ferguson 35X 6.00-36 rear row crop wheels and tyres
156	Set Alliance 11.2R36 front and 13.6R48 rear row crop wheels and tyres to suit
	John Deere 6930 and 6150R
157	3No 7.50 x 16 tyres
158	Pair John Deere 20" x 28" 10 stud rims to suit 6R250
159-160	Quantity miscellaneous wheels and tyres
	CHITIVATION COLLIDMENT & IMPLEMENTS

CULTIVATION EQUIPMENT & IMPLEMENTS

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- 171 **Maschio** 5m power harrow with rear spiral coil roller. NB: machine has no oil, new seal required
- 172 1997 **Lely** Terra 600-55 6m power harrow, hydraulic folding. Serial No: PH9296
- 173 2010 **Cousins** Type 28 6m hydraulic folding cultivator with leading tines to levelling paddles and rear double razor ring packer. Model No: LPCF56RRSB. Serial No: 2010/015
- 174 2001 **Michael Moore** Triple Press 6.5m, with fixed tines, levelling paddles to rear double packer. Serial No: 2040
- 175 1997 **Vicon** LZ520 8m tine drill with bout markers, wheel track eradicators, pre-emergence markers. Serial No: 80132
- 176 2011 **NRH Engineering** 12m horizontal folding Cambridge rolls on 385/655R22.5 wheels and tyres. Model No: CRS C12. Serial No: 2545 11 c/w 2No new bearings and spacers etc.
- 177 Flat 10 bale grab
- 178-180 Spare lots

TRAILERS

- 181 **Westwood** 1.3m x 2.1m single axle car trailer, ball hitch
- 182 Markham 3t single axle wooden sided trailer
- 183 **Ifor Williams** 10ft trailer. Serial No: SCK600000T0200280
- 184 **Ifor Williams** HB505 horse trailer, twin axle on 165R13C wheels and tyres. Serial No: SCK40000010309389
- 185 **Ifor Williams** TA5G-10 10ft twin axle livestock trailer with partion gate on 175/75R16 wheels and tyres. Serial No: SCK60000060494838
- Low loader 6.1m x 2.3m with rear hydraulic lowering axle on 8.25R16 wheels and tyres
- 187 Twin axle tipping trailer, spares or repair
- 188 18ft flat bed trailer with metal tank, hydraulic tipping, twin axle on 9.00-20 wheels and tyres
- 189-190 Spare lot

TRACTORS

- 2007 **John Deere** 5820 40Kph Powerquad 4wd tractor with 3No manual spools, PTO, pick up hitch, air conditioned cab on **Continental** 340/85R24 front and 420/85R34 rear wheels and tyres. Reg: FX07 HXN. Hours: 2,700. Serial No: L05820E524087
- 192 2008 **Massey Ferguson** 8480 Dyna VT 40kph 4wd tractor with front and cab suspension, 4No electric spools, front linkage on **Michelin** 600/65R28 front and **Michelin** 710/70R38 rear wheels and tyres. Reg: AE08 NKP. Hours: 2,116. Serial No: c1-2001/3*0229

	193 194	AGCO 900kg front weight block, linkage mounted 2021 Claas Arion 650 50kph 4wd tractor with front linkage, air brakes, front and cab suspension. 4No electric spools, front linkage on Firestone 420/85R30 front and Firestone 520/85R42 rear wheels and tyres. Datatag Registered. Reg: KX21 DYF. Hours: 902. Serial No: e13*167/2013*00070
	195	Claas 600Kg front weight block, linkage mounted
INCLUDED BY KIND PERMISSION FROM LOCAL FARMERS		
	196	1989 Massey Ferguson 390 2wd diesel tractor with 2 return spools, PUH and linkage on 10.00-16 front and 16.9R38 rear wheels and tyres. Reg No: F214 YSJ. Hours: 7,857. Serial No: P21125
	197	International TD9 metal tracked diesel crawler with 14" tracks, drawbar and petrol start. Serial No: TDCB27646T7CA
	198	2011 Massey Ferguson 5455 Dyna 4 4wd 40kph tractor with Massey Ferguson 955 front loader, 2 manual spools on 340/85R24 front and 420/85R34 rear wheels and tyres. Reg No: AE11 DZP. Hours: 2,563. Serial No: B024037
	199	General purpose bucket with Euro 8 attachments
	200	Farm made bale spike with Euro 8 attachments
	201	Manure fork with Euro 8 attachments
	202	Bag lifting frame with Euro 8 attachments
	203	1998 ALO 240M grain bucket with Euro 8 attachments
	204	1987 JCB 3CX 4x4 Turbo with 4 in 1 front bucket and 6 rear backhoe buckets. Sold with spare wheel and tyre. Reg No: D816 LRL. Serial No: 328274. No VAT
	205	Digging bucket. No VAT
	206	Quantity Gregoire Besson press rings
		Quantity John Deere combine fingers
	209	John Deere knife drive gearbox
	210	John Deere combine 30ft header knife
	211	John Deere K80 ball hitch
	212	Cousins 10ft crumbler
	213	5th wheel dolly
	214	Beaver tail trailer
	215	600 Gal Bowser
	216	Accord 6m DL drill with 3 rows Suffolk coulters, tramline and pre-em markers with end tow kit
	217	Cousins 2.25m Level Lift cultivator, 3 leg, linkage mounted
	217	Simba 2B 14ft discs
	219	Flat 8 bale grab with JCB Brackets
	220	2014 Lely Splendimo 360M 3.6m mower, linkage mounted.
	ZZ U	Serial No: 0003188325-2014

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221	2011 Lely Splendimo 280M 2.8m mower, linkage mounted.
	Serial No: 0003107373-2011
222	Quantity Kverneland plough spares to include points, mouldboards, skimmers etc
223	DD packer to suit Horsch Joker
224	2017 Strimech log grab with JCB attachments
225	Howard Selectatilth c.70" rotavator, linkage mounted
226	Single axle water bowser with Househam 4,000l tank and petrol pump on
	10-22.5 wheels and tyres, spares or repairs
227	1986 Norton 6.5m flat bed trailer with front rave, twin axle. Serial No: 2830
228	Vaderstand 7.4m Parallellic springtine cultivator hydraulic folding, trailed
229	Farm made 12t twin axle grain trailer with manual tailgate and grain chute,
	twin ram
230-231	Spare lots
232	Linkage mounted 8ft discs
233	1999 Lely Super Zip 380 hay turner
234	10No Ritchie 3m cattle hurdles with pins (new)
235	10No Ritchie 6ft sheep hurdles with pins (new)
236	5No Diagonal feed barriers to suit 15ft bays with brackets
237	Walter Watson 6ft transport box (new)
238	Walter Watson heavy duty tipping transport box (new)
239	Pair Trelleborg 650/65R42 tyres only
240	Howard Selectatilth c.60" rotavator, linkage mounted
241	2009 Vicon Varispread 754M fertiliser spreader
242	Manure grab with Manitou brackets
243	2003 Opico 12m grass harrows, hydraulic folding
244	Rolls 6m hydraulic folding
245	Kuhn 3.5m power harrow
246	Kuhn 4m power harrow
247	Kongskilde Triple K cultivator
248	Amazone ZAM Ultra fertiliser spreader with weigh cells
249	Fast tow 500l diesel bowser with 12v pump
250	2017 Lely 1020 10m hydraulic folding 8 rotor tedder, trailed.
	Serial No: 0003235306-2017
251	Brian James 15ft flat trailer
252	1999 Gregoire Besson HRPWB7 160 90 6 furrow (5+1) reversible on land/in
	furrow plough with skimmers, hydraulic vari-width. Serial No: 707299
253	Weaving 6m hydraulic folding tine drill with tramline markers, pre-em markers
	and 2012 Weaving front tank combi
254	2002 Vaderstand Rapid RDA600 6m disc system drill with bout markers and
	pre-em markers. Serial No: 12175



FORTHCOMING AUCTIONS

Commencing Thursday 17th July 2025 at 7am and closing from 12Noon on Tuesday 22nd July 2025
Online Timed Machinery Auction of
Modern Farm Machinery, Sports & Amenity Equipment
Bedfordshire

Contact: George Watchorn 07919 015675 or Jon Clampin 07717 512498 george.watchorn@brown-co.com or jon.clampin@brown-co.com

Thursday 30th September 2025

Sale by Auction of Modern Farm Machinery & Equipment

Cambridgeshire

Contact: George Watchorn 07919 015675 or Jon Clampin 07717 512498 george.watchorn@brown-co.com or jon.clampin@brown-co.com

Thursday 30th October 2025

Sale by Auction of Modern Farm Machinery & Equipment

Leicestershire

Contact: George Watchorn 07919 015675 or Jon Clampin 07717 512498 george.watchorn@brown-co.com or jon.clampin@brown-co.com

With Buyers Premium

1 DEFINITIONS

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

- (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 alleged defect.

- (iii) The Purchaser's rights under clause 18 shall not apply if:
- (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
- (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;
- (c) the Purchaser alters or repairs those Lots;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

18 RESALE DUE TO FAILURE OF COMPLIANCE

- (i) On failure of compliance with the conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.
- (ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.
- (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

19 AUCTIONEERS' RIGHT TO ANNUL SALES

- (i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.
- (ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially the Auctioneers' staff, will not be tolerated.

20 REMOVAL OF LOTS FROM SALEGROUND

- (i) All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' offices. All Lots must be checked out by a representative of the Auctioneers.
- (ii) All Lots purchased must be cleared from the Saleground within seven days of the date of the Sale in which they were purchased.
- (iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 20(ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Saleground.

21 THIRD PARTY RIGHTS

A person who is not a party to a contractual relationship under these Conditions, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22 ENTIRE AGREEMENT

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

23 SEVERANCE

- (i) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.
- (ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 APPLICABLE LAW

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.



MACHINERY AUCTIONS

Brown&Co have an excellent reputation for providing professional and successful machinery auction service throughout the UK. We arrange and organise both on site and national online auctions and both dispersal and collective auctions, meaning we have a service to suit all clients, whether disposing of one item or a full collection. Our auctions are well attended and run smoothly due to our enthusiasm and dedication which ensures a successful outcome for both sellers and buyers.

We conduct sales on behalf of private individuals and businesses as well as Insolvency Practitioners, Local Authorities and Statutory Bodies and for various reasons ranging from retirement to restructuring and we are able to tailor our service to suit their needs. Our auctions are promoted widely to our extensive database of contacts and we market the sale thoroughly including social media and website.

Our experience and knowledge ensures sale proceeds are maximised and the whole auction is conducted in an efficient way. Please feel free to contact us with any queries; whatever your location.









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LOT: 163









LOT: 250

LOT: 221

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LOT: 165

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