

BROWN & CO

SALE BY AUCTION OF MODERN AND VINTAGE FARM MACHINERY AND EQUIPMENT



LOT: 315



LOT: 299



LOT: 318



LOT: 297



LOT: 291



LOT: 270



LOT: 276



LOT: 292

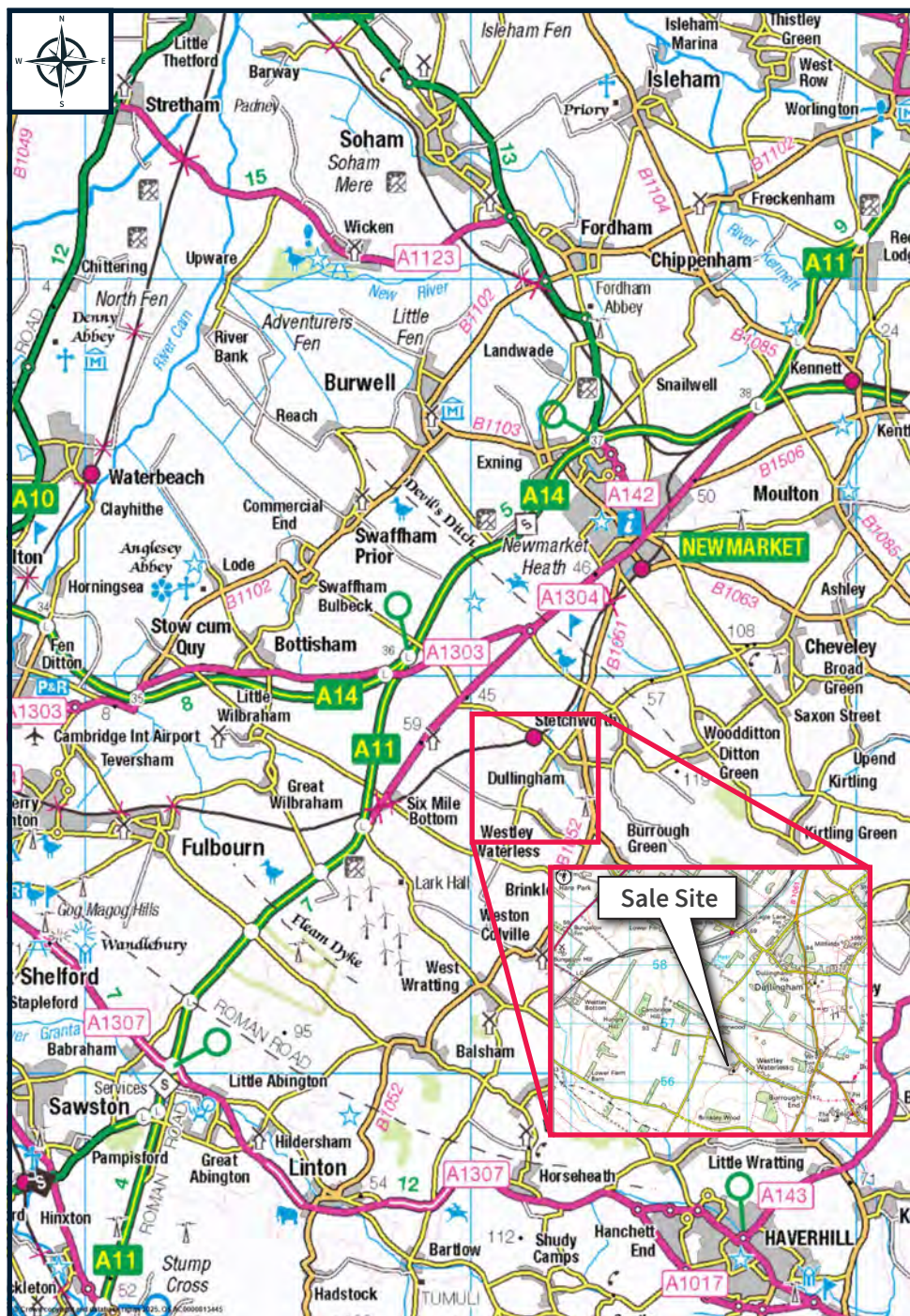
Thursday 4th September 2025 at 10.30am
Westley Hall Farm, Westley Waterless,
Newmarket, Cambridgeshire, CB8 0RL

BidSpotter
co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On Instructions from Westbrink Farms

AUCTION OF TRACTORS, CRAWLER, MATERIALS HANDLERS, TRAILERS AND GRASSLAND EQUIPMENT

Thursday 4th September 2025
Commencing 10.30am prompt

Westley Hall Farm, Westley Waterless, Newmarket,
Cambridgeshire, CB8 0RL

Viewing: 10am until 4pm on Wednesday 3rd September 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

From the A14 exit at Junction 35 for Stow Cum Quy and follow the A1303 towards Newmarket. After approximately 1 mile turn right onto Little Wilbraham Road towards Six Mile Bottom. Follow the road for 3.6 miles into Six Mile Bottom and at the cross roads continue straight over onto Brinkley Road. Continue for a further 2.1 miles and turn left onto Balsham Lane. After 1 mile turn right onto Main street and the farm will be on the right hand side after a further 0.5 miles.

From Newmarket take Dullingham Road off the High Street. Stay on Dullingham Road for 4.6 miles through Dullingham and onto Brinkley Road. Turn right onto Main Street and the farm will be on the left hand side after 0.8 miles.

The sale ground will be signposted on the sale day and the nearest postcode is **CB8 0RL**.

What3words: segments.fans.niece.

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 11th September 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 11th September 2025 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.

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.

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 3rd September 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.
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
 - a) The goods are removed from Great Britain within three months from the time of supply (the date of auction).
 - b) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from Great Britain within three months of the auction date.

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

Upon receipt of cleared funds the Purchaser at auction takes ownership of the goods and goods will not leave a vendors premises until this is the case.

The Purchaser or their agent will be responsible for removing the goods from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

Neither Brown & Co or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent.

Further Guidance is available here for goods leaving the United Kingdom:

<https://www.gov.uk/check-customs-declaration>

Sale by Auction

MISCELLANEOUS WORKSHOP EQUIPMENT, SUNDRIES AND SPARES

- 1 - 219 Quantity misc. equipment, workshop spares and sundries to include:
- Quantity nuts and bolts
 - Quantity lights and flashing beacons
 - Quantity hand tools
 - Quantity metal tanks
 - Manual clay pigeon trap
 - Quantity tarpaulins
 - Quantity highway warning signs
 - Galvanised water trough
 - Quantity filing cabinets
 - 5No office chairs
 - 2No wooden tables
 - Quantity sash clamps
 - Quantity bottle jacks
 - Quantity ratchet straps
 - Pair axle stands
 - Trolley jack, 1t
 - Trolley jack, 8t
 - Transmission jack
 - Quantity lin bins and contents
 - Quantity ladders
 - Cooper Pegler** CP3 knapsack sprayer
 - 2No **Britaz** flashing beacons
 - Stein** operators harness kit
 - Quantity car brake parts
 - 2No **ERA** external sirens
 - 2No trailer lightboards
 - Quantity wheel barrows
 - Elevator flight
 - Quantity misc. timber
 - Quantity plywood sheets
 - Quantity gate posts
 - Quantity man hole covers
 - Quantity road salt
 - Quantity sandstone slabs
 - Quantity block paving

Sale by Auction

Quantity concrete slabs
Quantity concrete fence posts and gravel boards
Quantity metal trestles
Quantity plastic troughs
Belle cement mixer, no drum
2No oil drip trays
Quantity safety helmets
Hydraulic 1t crane
Quantity traffic cones
Brick cutter
Sealey Superstart 620/l battery start charger 12v / 24v, single phase
Sealey Start 320 battery charger, single phase
Infrasun HR35E space heater
2000 **Thermobile** GA100 gas heater, single phase
Karcher Professional HDS 601C ECO diesel steam cleaner, single phase
Quantity chainsaw equipment
Quantity **Stihl** accessories
Husqvarna chainsaw, spares or repair
Stihl MS391 chainsaw, petrol
Stihl HS45 hedge cutter, petrol
Husqvarna 455 chainsaw, petrol
Draper bench grinder, single phase
Draper 12" Contractor's saw, single phase
Draper 16" Fretsaw, single phase
Dewalt Mitre saw, single phase
Metabo HC260 planer / thicknesser, single phase
Fox Hollow chisel morticer, single phase
Metabo BAS317 precision band saw, single phase
Quantity implement spares
Quantity **Dewalt** power tools
Quantity **Bosch** power tools
Portek chainsaw sharpener
Toolboxes and contents
Halfords 2t trolley jack
Rascal Liteway mobility scooter with charger
Clarke Air petrol compressor, single phase. Serial No: 004802
Tine mounted lifting frame

Sale by Auction

Quantity **Heras** fencing panels

2No metal fencing panels, 4 x 2m

Quantity potato boxes

Quantity IBC's

Quantity rackings

Quantity drainage spares

Quantity traffic cones and barrier

Quantity dry lining frames

Quantity misc. oils and lubricants

205l **Ernest Doe** Hydraulic HV1-26 oil

2004 **Terence Baker** 2,700l diesel tank with single phase pump. Sold in situ, buyer to remove

EQUESTRIAN ITEMS

220-221 Ménage leveller, 8ft

222 Quantity horse jump poles on single axle transport trailer

223 Quantity horse jumps on single axle transport trailer

VINTAGE EQUIPMENT

224 **Apollo** Outrider mountain bicycle

225 Garden rotavator with 163cc engine

226 Wooden canoe with oars

227 Sack winding barrow

228 Quantity vintage 'Mexican hat' pig feeders

229 Vintage single leg subsoiler, horse drawn

230-231 Vintage scurry, horse drawn

232 **Bamfords** Perfect root cutter

233 **World Patents** 200CWT balance scales

234 **Bamfords** No.3 Rapid grinding mill

235 **Bamfords** No.4 Rapid grinding mill

236 **Henry Cooch** vintage winnowing machine

237-240 Spare lots

Sale by Auction

WHEELS & TYRES

- 241-251 Quantity misc. wheels and tyres
- 252 4No **Mercedes** AMG alloy wheel rims
- 253 2No **Land Rover** wheel rims
- 254 Single 12.5/80-18 wheel and trye
- 255 Single **Dunlop** 12.0/18 wheel and tyre
- 256 Single **Supreme** 10.0/80-12 wheel and tyre
- 257 3No **Falken** 235/85R16 wheels and tyres to suit **Land Rover**
- 258 Single **Michelin** 460/70R24 tyre
- 259-264 Spare lots

IMPLEMENTS & EQUIPMENT

- 265 **Martin Lishman** mini-spray ATV sprayer, with 6ft booms, 125l tank.
- 266 **Votex** 35-29R270 belt driven fan
- 267 PTO driven post hole borer, linkage mounted
- 268 Linkage mounted transport crate
- 269 **Lister Blackstone** bale elevator with petrol engine
- 270 **Browns** 16ft chain harrows, hydraulic folding, linkage mounted
- 271 Paddock sweeper, 5ft trailed. PTO and hydraulic driven
- 272 **Terra-Vac** suction cleaner and collector bin, PTO driven
- 273 1997 **Suton** CH7 yard sweeper, hydraulic driven. Serial No: 12370
- 274 8ft flat roll
- 275 2No 8ft Cambridge rolls
- 276 2018 **Votex** 2.6m pasture topper, PTO driven. Serial No: 3260H1826
- 277 2012 **Bomford Turner** Hawk Evo 6.5T hedge cutter, 3pt linkage mounted, joystick control with **Bomford** Pro-Trim 1.3m flail head. Model No: 90.647.45. Serial No: B122155
- 278 **Amazone** ZAM-I 12-36 fertiliser spreader with N200 side extension boards. Serial No: 002081
- 279-284 Spare lots

TRAILERS

- 285 Single axle car trailer, 4ft x 8ft
- 286 Water bowser, single axle on 7.5-20 wheels and tyres
- 287 Galvanised water bowser
- 288 3t Hi-tip trailer, single axle on 12.5/80-15 wheels and tyres
- 289 3t drop side trailer, single axle on 9.00-16 wheels and tyres

Sale by Auction

- 290 Side discharge manure spreader, single axle on 12.5/15 wheels and tyres
291 **AS Marston** 10t grain trailer with fixed drawbar, manual tailgate and grain chute, twin axle on 12.5/80-15.3 wheels and tyres.
292 1985 **AS Marston** FF10L 10t grain trailer with fixed drawbar, manual tailgate and grain chute, twin axle on 12.5/80-15.3 wheels and tyres. Serial No: 102016
293 4 wheel 25ft bale trailer on 8.25-20 wheels and tyres, hydraulic brakes
294-295 Spare lots

LAWN MOWER

- 296 2014 **Husqvarna** Rider 215 TX petrol ride on lawn mower, hydrostatic with Combi 94 deck. Serial No: 20142700022

RTV

- 297 2018 **Kubota** RTVX 900 diesel on 25x10.00/12 front and rear wheels and tyres. Reg: AE18 DHK. Hours: 872. KM: 8,783. Serial No: ASKGIFDBPHG020580

CRAWLER

- 298 **International** BTD6 metal track crawler with rear drawbar, 14" metal tracks. Reg No: 982 BCE. Sold in situ, buyer to remove.

MATERIALS HANDLER & ATTACHMENTS

- 299 2011 **Manitou** MLT 735-120 LSU Powershift materials handler with pallet tines, **JCB** Q-fit headstock on **Michelin** 460/70R24 wheels and tyres. Datatag Registered. Reg: EU61 EXM. Hours: 4,343. Serial No: P02803.
Please note this lot is reserved for loading until Monday 15th September 2025.
300 2013 **Cherry Products** 2.3m³ grain bucket with **JCB** Q-fit attachments. Serial No: A4058
301 **Cherry Products** general purpose bucket with **JCB** Q-fit attachments
302 2018 **Bucket Warehouse** 8ft root bucket with **JCB** Q-fit attachments
303 2009 **Strimech** X-Form manure grab, hydraulic rave with **JCB** Q-fit attachments. Serial No: 184619
304 Man basket with pallet tine attachments
305 Flat 10 bale grab with **JCB** Q-fit attachments. NB: no hydraulic pipe
306 Flat 10 bale grab with **JCB** Q-fit attachments
307-314 Spare lots

Sale by Auction

EXCAVATOR

- 315 2000 **JCB** 3CX Sitemaster 4x4 Smoothride backhoe loader with 3in1 front bucket on 12.5/80-18 front and 18.4/15-26 rear wheels and tyres c/w 2No 5ft ditching buckets, 15", 16", 21", 3ft and 4ft digging buckets.
Reg No: X816 EMJ. Hours: Unknown. Serial No: SLP3CXTSYE0493410

TRACTORS

- 306 **Fordson Major** E27N 2wd tractor, petrol paraffin with fore end loader, side belt pulley and swinging drawbar on 6.00-15 front and 11-36 rear wheels and tyres.
Reg No: 484 XUG
- 317 **Fordson Major** Diesel 2wd tractor with roll bar, rear swinging drawbar and belt pulley on 6.00-19 front and 12.4-11 rear wheels and tyres. Reg No: Q557 JBJ.
Serial No: 138-02-60
- 318 2013 **New Holland** T6.155 40kph 4wd tractor with front and cab suspension, front linkage, 3No manual spools on **Continental** 380/85R28 front and 460/85R38 rear wheels and tyres. Datatag Registered. Reg No: EX63 TLY.
Hours: 4,906. Serial No: ZBD014716
- 319 800kg front weight, linkage mounted

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BROWN & CO

FORTHCOMING AUCTIONS

Saturday 30th August 2025
Auction of Vintage Farm Machinery and Equipment
Coleshill, Birmingham

Major Onsite Sale of Modern Farm Machinery & Slurry Equipment
12th September 2025
Pembrokeshire

Tuesday 16th September 2025
Auction of Modern Farm Machinery and Equipment
Great Limber, Lincolnshire

Thursday 25th September 2025
Auction of Modern Farm Machinery and Equipment
Fledborough, Nottinghamshire

Thursday 30th September 2025
Auction of Modern Farm Machinery and Livestock Equipment
Rampton, Cambridgeshire

Commencing 3rd October 2025 and closing 8th October 2025
Online Timed Auction of Modern Farm Machinery and Equipment
South Yorkshire

Thursday 10th October 2025
Auction of Modern Farm Machinery and Equipment
Ramsey St Mary's, Cambridgeshire

Commencing 15th October 2025 and closing 22nd October 2025
Online Timed Auction of Modern Farm Machinery and Equipment
Nottinghamshire

Thursday 30th October 2025
Auction of Modern Farm Machinery and Equipment
Glooston, Market Harborough

Saturday 8th November 2025
Newark Vintage Tractor & Heritage Show Auction
Newark Showground

CONDITIONS OF SALE FOR MACHINERY SALES BY AUCTION

With No Buyers Premium

1 DEFINITIONS

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

“Auctioneers” means Brown & Co – Property and Business Consultants LLP (‘Brown & Co’), C.R.N. OC302092 whose registered office

address is at The Atrium, St. Georges Street, Norwich, England, NR3 1AB;

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

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

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

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

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

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

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

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

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

(ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words 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 Brown & Co and details recorded in the accident book.

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

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

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

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

4 AUCTIONEERS STATUS

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

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

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

5 LIMITATION OF LIABILITY

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

(a) any breach of these Conditions however arising;

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

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

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

(a) death or personal injury resulting from negligence;

(b) fraud or fraudulent misrepresentation; or

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

Conditions of Sale for Machinery Auction

(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

Conditions of Sale for Machinery Auction

- (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

Conditions of Sale for Machinery Auction

defect.

(iii) The Purchaser's rights under clause 18 shall not apply if:

- (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
- (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;
- (c) the Purchaser alters or repairs those Lots;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

(iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

18 RESALE DUE TO FAILURE OF COMPLIANCE

(i) On failure of compliance with the conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.

(ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.

(iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.

(iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

19 AUCTIONEERS' RIGHT TO ANNUL SALES

(i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.

(ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially the Auctioneers' staff, will not be tolerated.

20 REMOVAL OF LOTS FROM SALEGROUND

(i) All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' offices. All Lots must be checked out by a representative of the Auctioneers.

(ii) All Lots purchased must be cleared from the Saleground within seven days of the date of the Sale in which they were purchased.

(iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 20(ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Saleground.

21 THIRD PARTY RIGHTS

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

22 ENTIRE AGREEMENT

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

23 SEVERANCE

(i) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.

(ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 APPLICABLE LAW

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

BROWN & CO

MACHINERY AUCTIONS

Brown&Co have an excellent reputation for providing professional and successful machinery auction service throughout 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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