

# SALE BY AUCTION OF FARM MACHINERY, HORTICULTURAL & PACKING EQUIPMENT



#### Saturday 1st April 2023 at 10am

Broadgate Nurseries off Cade Drove Gedney Broadgate Spalding Lincolnshire PE12 ODG



Residential. Commercial. Agricultural. **brown-co.com** 



On behalf of W S Fletcher t/a Fletcher Salads & others due to retirement

#### **AUCTION OF**

## TRACTORS, VEHICLES, TRAILERS, HORTICULTURAL SUNDRIES, IMPLEMENTS AND RURAL BYGONES



Saturday 1st April 2023 Commencing 10am prompt Broadgate Nurseries, off Cade Drove, Gedney Broadgate, Spalding, Lincolnshire PE12 ODG

**Viewing:** 10am until 4pm on Friday 31st March 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:** George Watchorn 07919 015675 Jon Clampin 07717 512498

**Email:** george.watchorn@brown-co.com jon.clampin@brown-co.com





Residential.Commercial.Agricultural. brown-co.com



LOCATION – From Spalding head east on the A151 and follow for approximately 7 miles, continuing to take the 2nd exit at the three mini-roundabouts. On approaching the Peppermint roundabout take the 2nd exit onto the A17. Continue for approximately 0.4 miles and take the 2nd exit at the roundabout continuing along the A17 for a further 4 miles. On approaching the next roundabout take the 4th exit onto Station Road (signposted Gedney Broadgate / Holbeach St Johns). Continue onto Broadgate for approximately 1 mile. Turn left onto Huntsgate then right onto Cade Drove and the sale field will be on the left.

Approaching from Kings Lynn and Sutton Bridge head west on the A17. Continue along the A17 past Long Sutton and at the roundabout for Gedney Broadgate, Gedney Drove End and Long Sutton, take the first exit towards Gedney Broadgate onto Station Road. Continue onto Broadgate for approximately 1 mile. Turn left onto Huntsgate then right onto Cade Drove and the sale field will be on the left.

**PLEASE NOTE:** Access to this auction will be from Cade Drove **ONLY** 

The sale ground will be signposted on the sale day and the nearest postcode is **PE12 0DG**.

What3words: carefully, undertook, composed

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.

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

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

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

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

**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 6th April 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 6th April 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.

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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** – A Buyer's Premium of 5% of the hammer price is payable on all lots. This is subject to VAT @20%

**ONLINE BIDDING** - Live online bidding will be available at this sale via i-bidder.com or bidspotter.co.uk. A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale. 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** – Friday 31st March 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:

- Be dealt with under the requirements set out of HM Customs and Excise publications:
- a) VAT Notice 703 dated January 2021 Goods exported form the UK from January 2021
- Be ZERO RATED for VAT purposes subject to the following conditions being met:
- 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

### MISCELLANEOUS BUILDING MATERIALS, IN SITU LOTS, SPARES & WORKSHOP EQUIPMENT

1	Metal fuel tank
2	Metal diesel tank, c.5000l
3	Vintage galvanised water tank
4	10No vintage glass panel frames
5-9	Quantity building materials
10	Quantity old hardwood timber lengths
11	Quantity miscellaneous wooden lengths
12	Concrete drinking trough
13	Concrete mill stone (broken)
14-15	Quantity stone
16	Quantity miscellaneous tiles
17	Quantity lead flashing
18	Quantity glasshouse glazing clips
19	c.240No vintage glasshouse panes (16")
20	Quantity vintage glasshouse parts inc. <b>Duncan Tucker</b>
	vent gear
21	Ornamental metal gate
22	2No wooden gates
23	Pair vintage tennis posts
24	Quantity miscellaneous paints
25	Quantity drainage and guttering spares
26-29	c.80No used tree stakes, 6' tall
30-32	c.200No tree guards
33	Wooden stairs
34	Quantity concrete air blocks
35	Quantity railway sleepers
36	Quantity concrete posts
37	Quantity chicken wire
38	Mini polytunnel comprising 18 hoops and 36 bars

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39	Chemical store container, 10ft, sold in situ, buyer to remove
40	Hallmark 25 static caravan, 4 berth, sold in situ,
40	buyer to remove
41	Willerby Caravan Co Granada 28, 4 berth static
41	caravan, sold in situ, buyer to remove
42	Willerby Caravan Co Leven 28, 4 berth static
72	caravan, sold in situ, buyer to remove
43	Quantity glasshouse benches 2'6" x 8', sold in situ,
70	buyer to remove
44	Quantity barbed wire
45	Quantity straining wire
46	Quantity electric fencing units
47	Quantity rabbit netting
48	Quantity wire
49	Quantity miscellaneous wire
50	Quantity electrical spares
51	Quantity 3 phase motors
52	Vintage bomb trolley, 3 wheel
53	2No picnic tables
54-56	Table and 4No chairs
57	Quantity doors
58	Chest of drawers
59	Wardrobe and bed frame
60	Quantity chairs
61-62	2No benches
63	Desk
64	Wooden school desk with chair
65	Barbeque
66	Chest freezer, single phase
67	Whirlpool washing machine, single phase
68	Extending aluminium ladder, 20 run

4No wooden extending decorative ladders

Quantity aluminium ladders Wooden stack ladder, 26 run

69-78

79 80

116

81	2No metal frame steps
82	8No fruit picking decorative ladders
83	Free standing fruit picking steps
84	Quantity hosepipe
85-88	Portuguese laurel tree in dolav
89-91	Quantity plant canes
92	Quantity canes
93	Quantity plastic plant pots
94	Quantity white plastic plant pots
95	Quantity boiler thermometers
96	Quantity hessian sheets
97	Miscellaneous oils
98	Weather vane
99-100	Quantity nuts and bolts
101	<b>Christian &amp; Dobbs</b> of Sutton Bridge wooden shaft
102	Pair long wooden ramps
103	<b>Pratts</b> oil dispensing cabinet with manual pumps
104	2No implement depth wheels
105	Honda F600 pedestrian rotavator
106	<b>Atco</b> Princess cylinder mower with seat
107	Water pump with <b>Briggs &amp; Stratton</b> engine
108	Quantity lift arms
109	Drawbar and top links
110	3No <b>Ford</b> bolt on weights
111	4No <b>Sanderson</b> weights
112	Quantity implement discs
113	Quantity various implement spares
114	Quantity hazard signs
115	Quantity spanners

Turbo 276s arc welder, 3 phase

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157

Quantity metal shelving

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117	Quantity jacks
118	Kismet trolley jack
119	Christian & Dobbs bench grinder
120	<b>Maxon</b> short wave radio with base station (NB: aerial
	to be removed by purchaser)
121	Black & Decker table saw, single phase
122	Pillar drill, freestanding
123	Workshop anvil
124-126	Quantity workshop shelving
127	Metal workshop welding bench, 0.75m x 1.13m
128	2No benches with vices
129	Wooden bench 6'10" x 2'5" with vice
130	2No metal cabinets
131	Metal 8 drawer knee hole office desk with 2No chairs
132	Filing cabinet 2 draw
133	Wooden 4 shelf unit
134	Wooden desk 34" x 66" with 2 chairs
135	Fire resistant metal safe
	Quantity hand tools
	Quantity vintage tools
145	3No metal hand planting markers
146	3No wooden hand planting markers
147	Quantity vintage potato equipment including riddles,
	bag holders etc.
148	Wooden sack barrow
149	Mini trolley, 4 wheel
	Wooden trolley, 3 wheel ex milk float
152	Wooden cart, 2 wheel
153	2No cart raves and supports
154	Quantity packing tables
155	4No metal galvanised tables, 0.5m x 0.9m
156	2No metal tables

2No display trolleys

4No metal shelves

5No galvanised trays

5No metal packing stands

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162	Vintage wooden 2 bag holder
163	2No vintage potato ploughs
164	Quantity net holders
165	<b>Total Lifter</b> 2.5t pallet truck
166	Brit 2t pallet truck
167	Stillage lifter
168	Quantity fruit variety signs and other signs
169	Tree auger section to suit post hole borer
170	Quantity miscellaneous implement spares
171	Rosetto foot operated stapler
172	International hand stapler
173-176	2No boxes <b>Rosetto</b> staples 20,000/box
177	Quantity strapping clips
178	Martin Lishman compact series bioacoustic bird
	scarer. Model No: 1311
179	Avery 800g scales
180	2No Van Dome & Hart scales
181	Tanita 3kg electric scales and spare
182	2No balance scales
183	Isle of Ely scales
184	Avery 30kg scales on trolley. Model No: 3303CLB.
	Serial No: 641201
185	Avery 50kg scales on stand. Model No: 3303CLB.
	Serial No: 622073
186	2No shrink wrapper units
187	3No 380mm shrink wrap rolls
188	Quantity sealable plastic bags, 0.4m x 0.4m
189	Quantity sealable plastic bags, 0.35m x 0.32m
190	Rotating net holder
191-210	Spare lots
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#### **GROWING EQUIPMENT, BUSHEL BOXES, CRATES ETC.**

211	Quantity conveyor stands
212	Flat conveyor, 0.65m x 4.7m, 3 phase
213	Flat conveyor, 0.6m x 3.2m variable speed, 3 phase
214	Flat conveyor, 1m x 3.1m, 3 phase
215	White tarpaulin, 6m x 5m
216	Roll black woven ground cover membrane
217	Quantity polythene sheet rolls
218	7No rolls 2021 black compostable polythene 1.8m x
	1000m for planter, 15mu
219	15No rolls bubble wrap (approx. 15' x 8')
220-221	Quantity 'Strawberry Hall' chitting trays
222	Quantity miscellaneous chitting trays
223	c.400 propogation plastic trays, 60 plug
224	c.300 propogation plastic trays, 60 plug
225	c.200 propogation plastic trays, 60 plug
226	39No vintage bulb sterilising/drying trays
227	Quantity wooden clothes pegs
228	Quantity plant ties
	Quantity tree ties
231	Quantity growing markers
232	3No bundles white cabbage nets
233	2000No large lettuce bags
234	8000No <b>EVS</b> lettuce bags
235	3No metal packing stands
236	<b>Hartmann</b> fibre fruit trays, various sizes
237	Quantity apple wraps
238	c.4000 layer pads, 480mm x 280mm
239	3No boxes plain tray covers
240	Quantity blue tissue paper
241	<b>Dufaylite</b> apple cell packs
242	Quantity blue polythene bags

# SALE BY AUCTION OF FARM MACHINERY, HORTICULTURAL & PACKING EQUIPMENT

243	Quantity various apple packaging		
244	8No plant guards		
245	Quantity vintage apple bushel box covers		
246	c.900No <b>Nespak</b> clear punnets, 190mm x 115mm		
	x 90mm		
247	Quantity cardboard trays		
248	7No large blanching caps		
249	40No blanching caps for endive		
250	96No white plastic 8 stacker trays, 500mm x 300mm x 150mm		
251	150No black plastic 8 stacker trays, 500mm x 300mm x 150mm		
252	50No various black plastic trays, 500mm x 300mm		
253	160No black plastic trays, 500mm x 300mm x		
	190mm		
254	c.100No blue plastic mushroom trays		
255	Plastic tomato trays, 400mm x 300mm x 120mm		
256	250No white cardboard boxes, 400mm x 300mm x		
	180mm		
257	350No <b>Lincs Brand</b> brown cardboard boxes,		
	400mm x 300mm x 180mm		
258-259	340No <b>Lincs Brand</b> brown cardboard boxes,		
	400mm x 300mm x 180mm		
260	156No used cardboard trays, 500mm x 400mm x		
	190mm		
261	170No blue mushroom trays, 400mm x 300mm x		
	100mm		
262	5No metal box carriers		
263	4No cardboard trays		
	Wooden 4 shelf display unit		
267-268	Quantity vintage wicker fruit picking baskets		
269	16No large soft fruit nunnets		

270

Quantity wooden boxes

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AUCTION OF FARM MACHINERY, HORTICULTURAL & PACKING EQUIPMENT

271 13No repro English half bushel box "Great British Food" 5No "seed potatoes" half bushel boxes and others 272 273 4No vintage beer crates 274 Display stand 5 modular shelf "Speciality Food" 275 Quantity vintage boxes 276 8No large hamper boxes 277 10No small hamper boxes 278 4No "Tyrells Court Farm" wooden boxes 279 6No bushel boxes with mid shelf "Fletcher & Son" 280-282 Quantity vintage bushel boxes 283 8No soft fruit trays "Fletcher & Son Ltd" 284-286 Farm shop wooden display unit, 4 shelves 287 Quantity plastic picking baskets 288 2No fruit picking bags 289 160No plastic field crates, red 290 80No plastic field crates, black 291 c.465No plastic field crates, orange 292 120No black and white plastic crates, 60' x 46' 293-294 Quantity mixed field crates 295-296 c.30No wooden pallet bins with slatted sides. 40" x 48" 297 c.25No **Simploc** dismantlable plastic bins, 40" x 48" 298 c.20No **Simploc** dismantlable plastic bins, 40" x 48" 299-300 c.13No wooden pallet bins with solid sides, 43" x 47" 301 c.64No **Simploc** plastic pallets 302-306 Various rolls green bird netting 2m wide (various lengths) 307-310 Various rolls insect/bird netting 12m wide (various lengths)

311-318 5No bins of crop fleece 10-12m wide (various

lengths)

319-320 Quantity fleece sheet pegs

321	22No <b>Irrifrance</b> sprinklers on stands with 35No
021	plastic pipes and layflat pipe
322	2No rolls lay flat hose
323	4No irrigation sprinklers
324	Quantity irrigation spares
325	Quantity seep hose
326	<b>Jolly</b> 1.25" impact sprinkler for rain gun and <b>Rainbird</b>
	sprinkler for rain gun
327	Quantity <b>Cameron</b> irrigation pipes
328	Leader pallet weighing machine with OHAUS
	Defender 3000 Extreme W weigh cell
329	Universal Fabrications crate washer, 3 phase
330	Barford & Perkins Ltd vintage water tank
331	Vegetable and fruit drenching machine, trailed.
	Spares or repairs
332-350	Spare lots

#### WHEELS AND TYRES

351	2No <b>Dunlop</b> 6.40-15 wheels and tyres	
352	Single <b>Kleber</b> 14.9R24 tyre	
353	<b>Vredestein</b> 9-24 tyre suited to vineyard tractor	
354	4No <b>Goodyear</b> 205/55R15 wheels and tyres to suit	
	<b>Saab</b> 9000	
355	Pair <b>Vredestein</b> 11.5/80-15.3 wheels and tyres, 6	
	stud	
356	Single Michelin 445/65-19.5 tyre	
357	Pair <b>Goodyear</b> 13.6R39 tyres with 1 rim, no centre	
358	Single <b>Goodyear</b> 13.6R36 tyre	
359	Pair implement wheels	
360	Pair <b>Supreme</b> 600-16 wheels and tyres	
361-370	Miscellaneous wheels and tyres	

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#### **IMPLEMENTS & EQUIPMENT**

371	Sprayer boom, mounted
372	c.1992 Stocks Micro-meter 9 row small seed drill
373	c.1992 Stocks Fan Jet pelleter
374	'A' frame quick hitch
375	Pallet tines, linkage mounted
376	3No ridging bodies
377	Spaldings 2 leg subsoiler, linkage mounted
378	Ransomes interrow weeder, linkage mounted
379	Chain harrows with stretcher
380	Seed harrows with stretcher
381	Conventional 3f offset plough, linkage mounted
382	<b>Lemken</b> Opal 110 4f (3f+1f) reversible plough with
	skimmers, manual vari-width. Serial No: 146 631
383	Marsk-Stig 8'6" springtine cultivator, linkage
	mounted
384	<b>Doubleday</b> pigtail cultivator 9', linkage mounted
385	Fixed tine 10' cultivator with 11 legs, depth wheels
	and rear spiral roller, linkage mounted
386	Lely Terra 300/45 3m power harrow with 6 leg
	Pancracker and rear spiral roller c/w spray kit and
	tank
387	Fobro Bartschi Kulti-rotor 1.5m bedformer, twin row
	with flat roller. Serial No: 220 002-149
388	2006 <b>Hortech</b> Hortus Due H2 192 manual 3 row
	planter for large seeds, modules & nursery stock
	with polythene layer. Serial No: 0604117
389	Hardi TRX1000 1000l trailed 12m sprayer with
	suction bowl, single nozzle lines and clean water
	tank on 9.5R20 wheels and tyres
390	<b>GD</b> Glasshouse sprayer with 65 gallon tank, 3
	phase. Spares or repairs. Serial No: 19-13-304R

**Ferguson** 3t single axle trailer, spares or repairs

Pettit 6t single axle wooden dropside hydraulic

tipping trailer with steel floor on 12.5-15.3 wheels

Dropside hydraulic tipping 10' x 6' single axle trailer

Merrick Loggin 7'8" x 24' twin axle bale trailer, no

2021 AW Trailers 5TLL drop deck low loader trailer,

hydraulic lowering with 3.8m x 2.3m 6 pallet deck on

Vredestein 12.5/80-15.3 wheels and tyres.

Ex WD single axle trailer with canopy on

185/60R15 wheels and tyres

on 7.5-16 wheels and tyres

and tyres

Serial No: 8532

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391 392 393 394 395	Vicon fertiliser spreader spout Cambridge roll 4' Cambridge roll 7' Cambridge roll 8' Flat roll 6', linkage mounted
396	Flat roll 2.2m, linkage mounted
	TRAILERS
397	Flat bed 5'6" x 12' single axle trailer on 9.00-13 wheels and tyres
398	Flat bed 5'10" x 12' single axle trailer with metal floor

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#### **VEHICLES**

405 2002 **Peugeot** Partner 3 door van, white with cloth

interior on 175/65R14 wheels and tyres. Reg No: LD52 ZSW. Mileage: 112,175.

MOT Expires: 04/09/2023

406 1995 **Ford** Transit curtain side manual van, twin

wheel with 4m bed. Reg No: N692 PVV.

Mileage: 292,244. Currently SORN

407 2014 **Iveco** 35C13 dual wheel 14' curtain side van with 3 seater cab, 6-speed manual. Reg No: ST14

HPL. Mileage: 159,741. MOT: Expires 15/03/2024

#### **TRACTORS**

408 1968 **Massey Ferguson** 135 2wd diesel tractor with canvas cab on 6.00-16 front and 12.4R28 rear

wheels and tyres fitted with **Sanderson** 9/20 bolt on

forklift and 5No front weights on frame.

Reg No: VVK 573G. Hours: 8,373 (showing).

Serial No: 114419

409 2003 **John Deere** 6320 40kph PowerQuad 4wd tractor with 2 manual spools, 14No 50kg front

wafer weights on 380/85R24 front and 420/85R38

rear wheels and tyres. Reg No: FX03 BXV. Hours: 6,195. Serial No: L06320G373492

## AVAILABLE BY SEPARATE NEGOTATION ON INSTRUCTIONS FROM FLETCHER SALADS



- 1) Cambridge Economy 5 bay glasshouse 100ft x 110ft.

  Buyer to remove and dismantle
- 2) Cambridge Economy 2 bay glasshouse 100ft x 60ft.

  Buyer to remove and dismantle
- 3) 3No Panel section cold stores under portal frame. Each approx. 6.0m x 9.9m x 5.0m with 3.0m x 4.2m doors on Fermod tracks. Buyer to remove and dismantle

PLEASE CONTACT GEORGE WATCHORN OR JON CLAMPIN

# FORTHCOMING AUCTIONS



#### 2nd March 2023

Important & Significant Sale by Auction of Slurry Contracting Equipment Sandbraes Farm, Caistor, Market Rasen, Lincolnshire, LN7 6SD

#### 9th March 2023 - 15th March 2023

Sale by Online Timed Auction of Modern Farm Machinery, Fledborough, Nottinghamshire

#### 16th March 2023

Auction of Modern Farm Machinery and Equipment Cold Harbour Farm, Black Horse Drove, Littleport, Cambs CB6 1EH

#### 23rd March 2023

Auction of Modern Farm Machinery, Sturton, North Lincolnshire

#### 17th March 2023 - 27th March 2023

National Online Timed Auction of Machinery, Straw & Forage

#### 25th May 2023

Auction of Modern Farm Machinery, Sleaford, Lincolnshire

FOR FULL DETAILS VISIT BROWN-CO.COM

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(with buyer's premium)

#### 1 DEFINITIONS

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

"Auctioneers" means Brown&Co- Property and Business Consultants LLP, C.R.N. OC302092 whose registered office address is at The Atrium, St. Georges Street, Norwich, 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.
- gender includes all genders, words denoting the single gender includes all genders, words denoting persons include corporations.

  2 CONDITIONS OF SALE Except where the context otherwise requires words denoting the singular include the plural and vice versa; words donating one

#### **CONDITIONS OF SALE**

- 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.
- 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**

- All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents. (i)
- All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving
- (iii) Caution should be exercised at all times and children must be fully supervised at all times.
- 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
- (vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.
- 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.

#### **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.

#### 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).

#### 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.

#### 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.

#### 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
- (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

- 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

The Auctioneers will charge a Buyers Premium of 5% (plus VAT) on the Hammer Price of each and every Lot purchased.

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

#### 24 APPLICABLE LAW

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

## BROWN&CO **MACHINERY AUCTIONS**















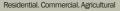


Brown&Co have an excellent reputation for providing professional and successful machinery auction service throughout England. We arrange and organise both on site and national online auctions and both dispersal and collective auctions, meaning we have a service to suit all clients, whether disposing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

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

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







### BROWN&CQ EXPERT AUCTIONEERS OF FARM MACHINERY AND EQUIPMENT



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