



AUCTION
CATALOGUE

COLLECTIVE SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT 237



LOT 235



LOT 236



LOT 238



LOT 228



LOT 233



LOT 232



LOT 234

Saturday 24th June 2023 at 10am

Burleigh Hill Farm,
Somersham Road
St Ives
Cambridgeshire
PE27 3LY

BidSpotter.co.uk

i-bidder.com

BROWN & CO

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On behalf of C E Schwier and Son & Others

COLLECTIVE AUCTION OF COMBINES, TRACTORS, SPRAYERS, MATERIALS HANDLERS, TRACTORS, TRAILERS, CULTIVATION EQUIPMENT & IMPLEMENTS



Saturday 24th June 2023
Commencing 10am prompt
Burleigh Hill Farm, Somersham Road, St Ives, Cambridgeshire PE27 3LY

Viewing: 10am until 4pm on Friday 23rd June 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 and Sale Enquiries:
George Watchorn 07919 015675
Jon Clampin 07717 512498
Email: george.watchorn@brown-co.com
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PURCHASERS PLEASE NOTE:

LOCATION – Approaching from Huntingdon take the A1123 towards St Ives, follow the road for approximately 3 miles. Continue to follow the road through St Ives. Upon reaching the roundabout with the BP garage take the first exit onto the B1040 Somersham Road. At the next roundabout take the second exit continuing along Somersham Road towards Somersham and Pidley. The farm is approximately 0.3 miles on the left hand side.

From the A14 exit at Junction 24 and join the A1307 towards St Ives and Huntingdon. Continue along the A1307 for approximately 3.8 miles and exit at Junction 26. Follow the signs into St Ives along the A1096 continuing straight on at the roundabouts. At the roundabout with the A1123 take the first exit and then take the second exit at the next roundabout towards Somersham and Pidley along Somersham Road. Continue along the road and at the next roundabout take the second exit continuing along Somersham Road towards Somersham and Pidley. The farm is approximately 0.3 miles on the left hand side.

The sale ground will be signposted on the sale day and the nearest postcode is PE27 3LY.

What3words: doses.laptop.sprayer

All persons attending the sale ground are reminded that there may be risks on the site including moving machinery and vehicles and to exercise caution at all times with any children being fully supervised at all times. Any incidents that occur on the sale ground should be reported immediately to the Brown&Co Office for details to be recorded.

No vehicles will be permitted onto the sale ground during the sale.

COVID 19 GUIDELINES

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

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

PAYMENT - All lots become the sole risk of the buyer at the fall of the hammer. The property in a lot purchased shall not pass to the buyer or be removed until payment has been cleared of the full purchase price (including commission and VAT) to the auctioneers. All lots must be paid for upon the receipt of the invoice sent by the auctioneers and within 1 week of the sale date.

CHEQUE PAYMENTS - Buyers unknown to the auctioneers wishing to pay by cheque with immediate clearance must be accompanied by a written Bank reference for a sum equal to or in excess of the total invoice. The reference must specify the sale location, date, the account details upon which the cheque will be drawn and the amount up to which their cheque will be honoured. We are able to accept VISA debit cards only. Payments by credit card are not acceptable. In order to comply with Money Laundering Regulations 2017 we are unable to accept cash payments for sums in excess of £7,500 either as a single payment or multiple payments totalling £7,500.

REMOVAL OF LOTS - No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by **Friday 30th June 2023**. Please note that the Vendors are leaving the farm and therefore, all lots must be removed by the above date.

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 Friday 30th June 2023 will be re-sold (see section 12 of the Conditions of Sale). The Auctioneers and Seller will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and **all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.**

Vehicles entering the sale ground for loading must operate below a 5mph speed limit and move with caution.

BUYER'S FACILITIES - All potential Buyers are requested to register with the Auctioneers and complete a Buyer's Number Slip and be allocated a Buyer's Number. Bids may not be accepted without a Buyer's Number.

BUYER'S PREMIUM – There will be no Buyers Premium.

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

VAT - VAT will be payable on all lots in addition to the hammer price at the standard rate unless marked with a *.

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.

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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 23rd June 2023 from 10am – 4pm and on the morning of the sale from 8am.

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

1. Be dealt with under the requirements set out of HM Customs and Excise publications:
 - a) VAT Notice 703 dated January 2021 – Goods exported from the UK from January 2021
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
 - a) The goods are removed from Great Britain within three months from the time of supply (the date of auction).
 - b) Brown&Co are provided with valid commercial documentary evidence that the goods have been removed from Great Britain within three months of the auction date.

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

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

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

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

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

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



SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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MISCELLANEOUS EQUIPMENT AND SPARES

- 1 Quantity mixed metal, sold in situ, buyer to remove
- 2 Quantity baler twine
- 3 Quantity timber
- 4 Pair **CAT** 55 24" rubber tracks (used)
- 5 Quantity IBC's
- 6 c.20No discs to suit **Simba** Mono cultivator
- 7-8 Pair weld on **CAT** materials handler brackets
- 9 Quantity **Dowdeswell** plough spares
- 10 Quantity **Kverneland** plough spares
- 11 **Kongsilde** sucker blower spares including fan and cyclone
- 12 **CAT** materials handler mudguards
- 13 Gas space heater
- 14 **Master** gas space heater
- 15 Quantity PTO shafts and guards
- 16 Quantity top links
- 17-19 Combine side knife
- 20 Heavy duty gantry hoist, 3ph
- 21 Hydraulic pump
- 22 Quantity lin bin racking panels and bins
- 23 Quantity heavy duty tape
- 24 c.96No balls **Farmer** 7200 baler twine
- 25 Coil heavy duty wire rope
- 26 **JCB** 525 materials handler door
- 27 c.25No balls **Contractor** Super Hesston 8600ft baler twine
- 28-30 Quantity wooden doors with frames
- 31 Gantry block and tackle
- 32 Pair materials handler pallet tines
- 33 Quantity vehicle batteries

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- 34-38 Quantity electrical cabling to include single, 3ph, armoured etc.
- 39-40 2No **Scatterbird** Mk3 bird scarers
- 41 2No **Scatterbird** Mk2 bird scarers
- 42 Quantity bird scarers
- 43-44 Heavy duty wire rope
- 45 Quantity electric motors
- 46 Rainwater harvesting separator
- 47 2No Rainwater harvesting separators
- 48 Quantity metal shelving
- 49 ***Karcher** HDS601c Eco hot/cold pressure washer with lance and gun, single phase. Recently refurbished
- 50 *Quantity vehicle radios
- 51 ***Clarke** 63Litre air sand blaster with hose and new gun
- 52-53 *Quantity implement balls and pins
- 54 **Husqvarna** petrol chainsaw
- 55 **Stihl** petrol post hole borer
- 56 Petrol generator
- 57 Quantity plastic pipe
- 58-59 Heavy duty 14 run galvanised ladder
- 60 4No **Massey Ferguson** 45kg wafer weights
- 61-79 Spare lot

LIVESTOCK EQUIPMENT

- 80 **Ifor Williams** livestock trailer partition
- 81 Galvanised cattle crush
- 82 Sheep roll over crate
- 83 **Bateman** lamb adopting gate
- 84-85 4No Galvanised hay racks

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- 86 Quantity sheep hurdles
- 87 2No 4 space pig feeders
- 88 3No 6 space pig feeders
- 89 5No 9 space pig feeders
- 90 Quantity drinkers
- 91 4No diagonal 15ft feed barriers
- 92 10No galvanised 8ft cattle hurdles
- 93 **Ritchie** double basin 8ft freestanding field trough
- 94-99 Spare lots

WHEELS AND TYRES

- 100 Single 14.9x24 tyre
- 101 Pair **Kleber** 650/65R38 wheels and tyres to suit **John Deere** 6910
- 102 Pair **Goodyear** 650/65R38 wheels and tyres to suit **John Deere** 6910
- 103 Pair 540/65R28 **Goodyear** wheels and tyres to suit **John Deere** 6910
- 104 Pair 66x43.00-25 **Goodyear** flotation wheels and tyres to suit **John Deere** 6410
- 105 4No **Alliance** 48x25.00-20 flotation wheels and tyres
- 106 Set **Alliance** 9.5R32 front and 9.5R48 rear row crop wheels and tyres to suit **John Deere** 6420
- 107-108 Pair **Continental** 12.4R32 8 stud wheels and tyres
- 109 Single **Titan** 15-22.5 10 stud wheel and tyre
- 110-111 Pair **BKT** 300/95R46 8 stud wheels and tyres
- 112 Pair **Pirelli** 18.4R38 **Stocks** dual wheels and tyres
- 113 Pair **Michelin** 650/65R38 **Stocks** dual wheels and tyres
- 114 Pair **Stomil** 16.9R28 **Stocks** dual wheels and tyres

- 115 Set **Michelin** 12.4R36 front and 12.4R52 rear wheels and tyres to suit **New Holland**
- 116 Pair **Alliance** 480/70R30 wheels and tyres on **John Deere** centres (New)
- 117 Pair 10 stud 11.75x22.5 rims
- 118 Set **Michelin** xBib 380/85R34 front and 380/90R50 rear **John Deere** row crop wheels and tyres
- 119 Set **Mitas** 340/85R36 front and 380/90R50 rear **John Deere** 8000 series row crop wheels and tyres
- 120 Spare lots

IMPLEMENTS AND EQUIPMENT

- 125 **Turner** seed dresser with various sieves, 3ph
- 126 Trolley auger 6" 30ft, 3ph
- 127 **Opico** GT380 8t grain dryer with 6 bottle adaptor, 3ph
- 128-129 **Woods** grain store ventilator fan, 3ph
- 130 10No metal grain aeration pedestals
- 131 **Titan** 300gal tank
- 132 **Titan** FM2500 2500l bunded diesel tank with flow meter and pump, single phase
- 133 Pony gig
- 134 **Smythe** 3m drill, trailed
- 135-136 **Fymax** trailed manure spreader
- 137 Linkage to drawbar adaptor
- 138 2009 **Cutlass** twin disc twin roller 9ft topper.
Serial No: N7961
- 139 2001 **Fella** KM167 1.6m drum mower.
Serial No: 3997
- 140 **Claas** Disco 3000TC 3m trailed mower conditioner.
Serial No: 65001541
- 141 **Lotus** Stabilo 675 6 rotor hydraulic folding tedder

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- 142 **Fella** TS426DN single rotor rake
- 143 Single leg mole plough
- 144 Twin leg subsoiler
- 145 Fixed tine 7 leg 9ft cultivator, linkage mounted
- 146 **Blench** 8ft c-tine cultivator
- 147 **Massey Ferguson** 39 16ft manual folding springtine cultivator with depth wheels, linkage mounted. Serial No: 44131
- 148 **Jones** 7 leg subsoiler, linkage mounted
- 149 Dutch harrow 8ft, linkage mounted
- 150 **Massey Ferguson** 24 10 leg superflow cultivator with depth wheels, linkage mounted
- 151 1996 **Simba** Flatliner 500 3.5 5 leg flatlift with rear tooth packer. Serial No: 70399056
- 152 **Dowdeswell** 5f (4+1) reversible plough with land wheel, rear discs and UCN bodies
- 153 **Dowdeswell** DP7E 5f reversible plough with land wheel. Serial No: 414341039
- 154 **Dowdeswell** DP8 4f reversible plough with **Claydon** furrow cracker. Serial No: 214751668
- 155 1999 **Gregoire Besson** 6f (5+1) on land in furrow reversible hydraulic vari-width plough with No8 bodies and skimmers. Serial No: 707299
- 156 **Kverneland** LB85 6f reversible plough
- 157 Spare lot
- 158 1996 **Simba** Mono trailed cultivator with front discs, 5 auto-reset subsoiler legs, rear discs and tooth packer. Serial No: 73849076
- 159 2001 **Quivogne** TM28 Tinemaster trailed cultivator with 5 auto reset subsoiler legs, front and rear discs, rear pipes and drawbar. Serial No: 9220

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- 160 2012 **Knight** Raven 2.8m cultivator with 3 subsoiler legs, 4 fixed tines, 2 rows discs and rear zonal packer. Serial No: 087100287
- 161 Twin row heavy duty 4m press with 34" press rings and end tow kit, trailed
- 162 **Howard** selectatilh 7ft rotavator. Serial No: 630A32011
- 163 **Howard** 4m power harrow with rear wavy packer
- 164 **Lely** 3m power harrow with rear spiral roller
- 165 **Bomford** dyna-drive 3m with rear crumbler, linkage mounted
- 166 **Bomford** dyna-drive 2m cultivator, linkage mounted. Serial No: 2082-T
- 167 **Overum** Tive SA-Jet 2206 6m hydraulic folding trailed drill with bout markers. Serial No: 14248
- 168-169 **Webb** 6 row sugar beet drill
- 170 **Accord Ferrag** 12 row hydraulic folding sugar beet drill, linkage mounted. Serial No: 32033
- 171 **Stanhay Rallye** 3bed/15row onion drill hydraulic folding, linkage mounted
- 172 **Faun** 1400 2 row potato planter. Serial No: 1849
- 173 Cambridge rolls 6m vertical folding
- 174 **Horstine Farmery** TMA4 12m boom spreader on twin axle **Logic** chassis with petrol engine, manual folding
- 175 ***Lely** H/L1250 single disc 15m fertiliser spreader. Serial No: 8481309
- 176 **Amazone** ZA-M twin disc 20m fertiliser spreader. Serial No: 59014171
- 177 **Lely** GA250 20m trailed sprayer with manual folding booms, single nozzle lines on 10.0/75-15.3 wheels and tyres. Serial No: 8411110

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- 178 **Massey Ferguson** 1560 round belt baler.
Serial No: 004563
- 179 2004 **Welger** AP730 conventional baler
- 180 2005 **Claas** Quadrant 2200 square baler with
autolube on 710/45-22.5 wheels and tyres.
Serial No: 73502551
- 181 2015 **Parkland** 455 5 quadrant bale accumulator.
Serial No: 597.006
- 182-199 Spare lots

TRAILERS

- 200 5th wheel dolly
- 201 Twin axle flat bed car trailer, 3.5m x 2m
- 202 Twin axle livestock trailer
- 203 **Ifor Williams** 2.4t tipping trailer
- 204 **Ifor Williams** calf/sheep trailer
- 205 **Ifor Williams** LM146G 14ft flat bed trailer with sides,
ramps and rear jack legs on 185/60R12c wheels
and tyres. Serial No: 60000065024520
- 206 Personnel 11ft trailer body on jack legs to fit **Ifor**
Williams trailer
- 207 Hydraulic tipping 3t trailer single axle on 7.00-16
wheels and tyres
- 208 **Wheatley** 3t single axle hydraulic tipping trailer on
7.50-16 wheels and tyres
- 209 **Wheatley** 3t single axle hydraulic tipping flat bed
trailer with grain body on 10.5-16 wheels and tyres
- 210 **Pettit** high tip flat bed single axle trailer
- 211 Slurry tank 5000l with suction hose and rear splash
plate

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- 212 **Tailormade Fabrications** 19ft twin axle trailer chassis
with sprung drawbar on 385/65R22.5 wheels and tyres
- 213 **Tailormade Fabrications** c.12t trailer body with
hydraulic tailgate and grain chute
- 214 1982 **AS Marston** F5 5t single axle trailer with
manual tailgate and grain chute on 11.5/80-15.3
wheels and tyres. Serial No: 6287
- 215 1984 **Warwick** 8t twin axle dropside trailer with
grain chute on 12.5/80-15.3 wheels and tyres.
Serial No: 52084318
- 216 1983 **Salop** S150 9t twin axle grain trailer with
manual tailgate and grain chute on 12.5/80-15.3
wheels and tyres. Serial No: 8315703
- 217 1982 **Gull** twin axle 12t dump trailer with auto
tailgate on 13.0/65R18. Serial No: 2392
- 218 1986 **AS Marston** ACE FF10L 10t twin axle grain
trailer with manual tailgate and grain chute on
12.5/80-15.3 wheels and tyres. Serial No: 11970
- 219 1997 **Richard Larrington** Majestic 18t twin axle grain
trailer with side extensions, air brakes, sprung
drawbar and hydraulic tailgate on 600/55-22.5
wheels and tyres. Serial No: 427RL97
- 220 2015 **JF Stoll** VM24 single axle diet feeder with blue
tooth digital weigh scales
- 221-224 Spare lots

SPRAYERS

- 225 1995 **GEM** Sapphire 2.5 self-propelled sprayer with
24m booms, 2400l tank, recent engine rebuild.
Reg No: M294 GVL. Serial No: GSP9504-11.
Spares or Repairs

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- 226 1996 **Sands** Low-Line 24m gull wing self-propelled sprayer with 2000l tank, plastic single nozzle lines. Reg No: P105 RPW. Hours: 7,630. Serial No: LS359

MATERIALS HANDLERS AND ATTACHMENTS

- 227 1978 **JCB** 3Cii backhoe excavator with 5ft ditching and 2ft digging buckets on 9.00-16 front and 16.9-28 rear wheels and tyres. Reg No: YYG 989S (No V5). Hours: 2,253 (showing). Serial No: 384B/1/232173
- 228 2010 **Claas** Scorpion 7040 plus varipower materials handler with **JCB** Q-fit headstock. Datatag Registered. Reg No: HX10 GFG. Hours: 6,082. Serial No: 402030448
- 229 **Browns** big bale grab
- 230 Flat 8 bale grab with Euro8 attachments

TRACTORS

- 231 *1991 **Zetor** 7245 4wd diesel tractor with 2 rear spools and PUH on 13.6R24 front and 13.6/12-36 rear wheels and tyres. Reg No: H897 SNG. Hours: 3,390. Serial No: 051709
- 232 1997 **Massey Ferguson** 375 12/12 4wd diesel tractor with 2 rear spools on 12.4R24 front and 13.6-36 rear wheels and tyres. Reg No: P128 KAV. Hours: 4,994. Serial No: E51290

- 233 1996 **John Deere** 6600 Powerquad 4wd tractor with 3 manual spools and PUH on 540/65R24 front and 600/65R38 rear wheels and tyres. Reg No: N255 YVW. Hours: 8,809. Serial No: L06600V167348
- 234 2000 **Claas** 55 Challenger rubber tracked crawler with 4 manual spools, rear drawbar and 12No 45kg front wafer weights on 28" tracks. Datatag Registered. Reg No: W901 VAW. Hours: 10,239. Serial No: 7TZ02194
- 235 2007 **Massey Ferguson** 6490 Dyna 6 4wd tractor with 3 manual spools and 14No 55kg front wafer weights on 16.9R30 front and 520/85R42 rear wheels and tyres. Reg No: AE07 EAF. Hours: 3,484. Serial No: S110048
- 236 2015 **New Holland** T7.270 Auto Command 4wd tractor with 4 electric spools, air brakes, cab and front suspension, front linkage and PTO, guidance ready on 480/70R30 front and 620/70R42 rear wheels and tyres. Reg No: HX65 DSO. Hours: 2,827. Serial No: ZFBZ09499

COMBINE HARVESTERS

- 237 1998 **Case** 1680 Axial Flow combine harvester with straw chopper, Pro Series 8000 yield monitor and **Case** 1030 20ft header and trolley on 30.5L32 front and 14.9-24 rear wheels and tyres. Reg No: R164 OVJ. Hours: 3,451. Serial No: JJC0114903

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1992 **Massey Ferguson** 40RS combine harvester with 20ft powerflow header and trolley, datavision screen. Reg No: K318 OVL. Engine Hours: 3,979. Drum Hours: 3,198. Serial No: 49644

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



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.

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CONDITIONS OF SALE FOR MACHINERY SALES BY AUCTION

(with no buyer's premium)

1 DEFINITIONS

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

2 CONDITIONS OF SALE

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

3 HEALTH AND SAFETY

- (i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.
(ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment.
(iii) Caution should be exercised at all times and children must be fully supervised at all times.
(iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.
(v) Any accidents or incidents that occur on the Saleground must be immediately reported to the Auctioneers and details recorded in the accident book.
(vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.
(vii) No vehicles are permitted on the Saleground during the sale.
(viii) Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.
(ix) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

4 AUCTIONEERS STATUS

- (i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.
(ii) The parties to the contract of sale are the Vendor and the Purchaser. The Auctioneers are not responsible for any default by Vendor or Purchaser.
(iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

5 LIMITATION OF LIABILITY

- (i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:
(a) any breach of these Conditions however arising;
(b) any use made or resale of the Lots by the Purchaser; and
(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.
(ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:
(a) death or personal injury resulting from negligence;
(b) fraud or fraudulent misrepresentation; or
(c) any other liability which cannot be excluded or limited by applicable law.
(iii) Without prejudice to clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
(a) loss of profit;
(b) loss of goodwill;
(c) loss of business;
(d) loss of business opportunity;
(e) loss of anticipated saving; or
(f) special, indirect or consequential damage,
suffered by any other party that arises under or in connection with these Conditions.
(iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.

- (v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

6 WARRANTY DECISIONS

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in clause 17(iv).

7 RESERVATIONS

- (i) The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.
(ii) The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute put up any Lot for auction again.

8 CATALOGUES AND ADVERTISEMENTS

The Auctioneers cannot guarantee that any Lot described in any catalogue or advertisement will arrive for sale, nor that any description therein contained can be relied upon as accurate. Any illustrations in catalogues are for general identification only.

9 RESERVE PRICE AND BIDDING

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
(ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
(iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance a bid less than a sum to be named from time to time by the Auctioneer.
(iv) All Lots must be inspected by the Purchaser. Except as set out in these Conditions the bids are on the understanding that the Lot has been inspected and is purchased with all faults and imperfections.
(v) The Auctioneers may accept written or verbal instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their staff to bid for any Lots or for failure of telecommunications relating to bids made.
(vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
(vii) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any Lot. The Vendor may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any Lot at any time before the sale of such Lot.

10 PAYMENT

- (i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneer's discretion.
(ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

11 RESPONSIBILITY FOR LOTS

At the fall of the hammer all risk and duty in the Lots shall pass to the Purchaser.

12 RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Saleground for resale.
(ii) Title to Lots shall not pass to the Purchaser until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.
(iii) Until title to Lots has passed to the Purchaser, the Purchaser shall:
(a) store those Lots separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property;
(b) not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and
(c) maintain those Lots in a good and marketable condition and keep them insured on the Vendor's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Vendor.
(iv) Subject to clause 12(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).
(v) If before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then, without limiting any other right or remedy the Vendor may have:
(a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
(b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.
(vi) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as agent of the Vendor).
(vii) In the event of breach of clause 10 or clause 12, the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

13 BUYER'S PREMIUM

There will be no Buyers Premium.

14 VALUE ADDED TAX ON PURCHASE PRICE

VAT at the standard applicable rate will be added to the sale price of all lots unless they are exempt.

15 WARRANTY AND INSPECTION OF GOODS

- (i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
(ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to clause 15(v) to clause 15(vii) inclusive set out below.
(iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".
(iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the

responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers shall have no responsibility for the safe use of the item.

(v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

(vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.

(vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

16 COMPLIANCE WITH ROAD TRAFFIC ACTS

The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorization necessary before such vehicle or trailer can be used on the road.

17 ACCEPTANCE AND DEFECTIVE LOTS

(i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the Lots.

(ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:

(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.

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LOT 160



LOT 180



LOT 155



LOT 231



LOT 219



LOT 179



LOT 140



LOT 218

Brown&Co Auctioneers Office:

St Neots Office, The Fairways, Wyboston Lakes,
Wyboston, Bedfordshire, MK44 3AL

General Enquiries: 01480 213811

Viewing and Sale Enquiries:

George Watchorn 07919 015675

Jon Clampin 07717 512498

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

BidSpotter.co.uk

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