

SALE BY AUCTION OF MODERN FARM MACHINERY AND ASSOCIATED EQUIPMENT



LOT 187



LOT 189



LOT 188



LOT 190



LOT 160



LOT 185



LOT 183

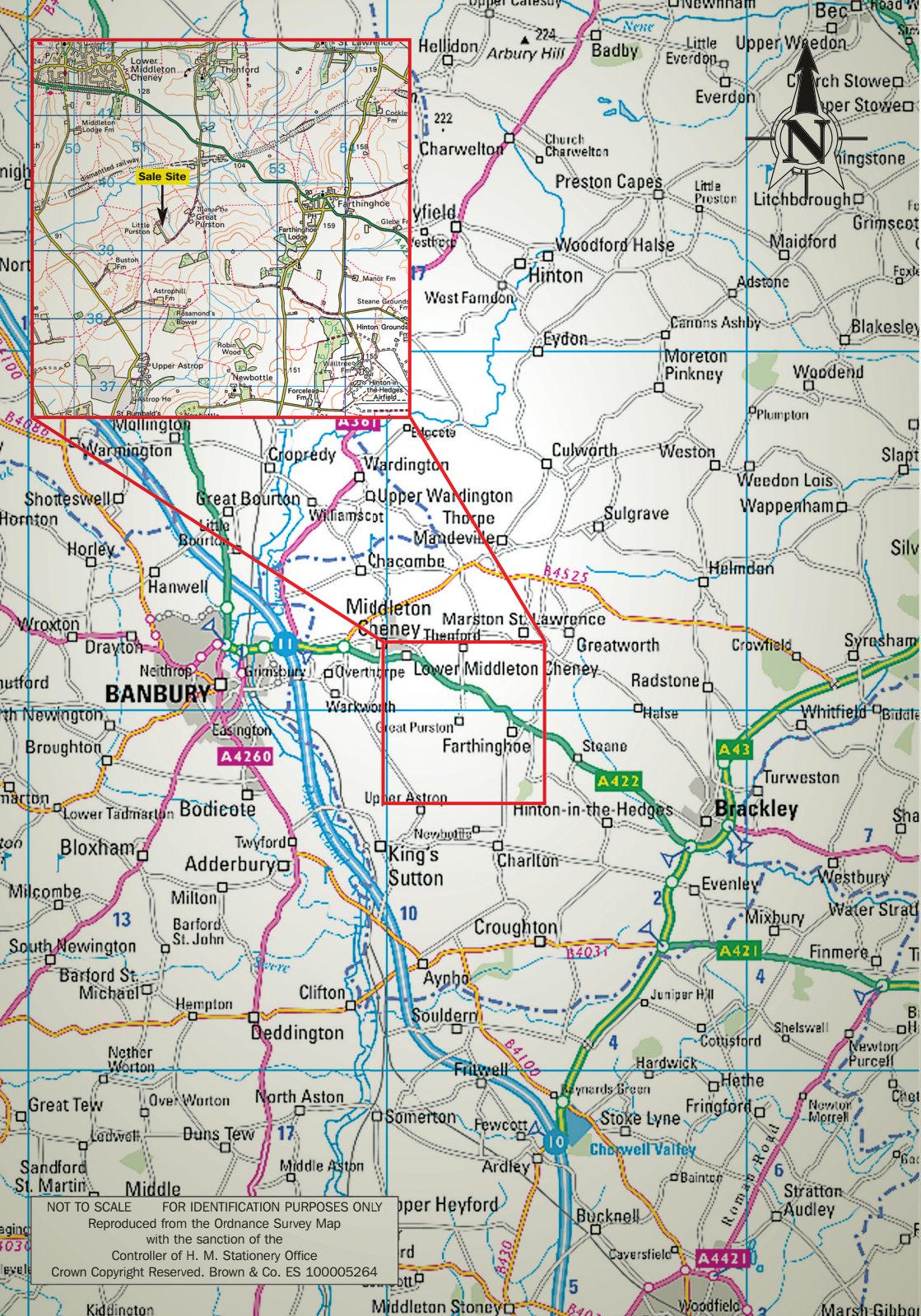


LOT 158

Thursday 8th September 2016 at 10.30am
at Purston Manor
Near Brackley
Northamptonshire
NN13 5PL

BROWN & CO

Residential. Commercial. Agricultural.
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On instructions from David Barnett Farms Ltd

AUCTION OF WELL-MAINTAINED MODERN & CLASSIC TRACTORS, TRAILERS, GRAIN HANDLING, CULTIVATION & LIVESTOCK EQUIPMENT



Thursday 8th September 2016
commencing 10.30am prompt
Purston Manor, Near Brackley
Northamptonshire. NN13 5PL

Viewing: 10:00am until 4:00pm on Wednesday 7th September 2016
and on the morning of the sale from 8:00am only.

Brown & Co Auctioneer's Office

Castle Link, 33 North Bar Street
Banbury, Oxon. OX16 0TH

Auctioneers: Tom Birks and David Thorpe

General Enquiries: 01295 273 555

Fax: 01295 270 081

Viewing Day and Sale Day Enquiries: 07919 015 677

Email: thomas.birks@brown-co.com

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PURCHASERS PLEASE NOTE:

LOCATION – The sale is located at Purston Manor – NN13 5PL. The property is located between the villages of Middleton Cheney and Farthinghoe off the A422 which runs from Banbury to Brackley. The Saleground will be signposted on the viewing and sale day.

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 & RISK - 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 on the day of the sale.

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. Alternatively Buyers may arrange for the Buyers Bank to contact us by letter or email confirming the details set out above at least 48 hours in advance of the sale. Failure to make the above arrangements will result in a delay of up to 7 working days after presentation of the cheque before collection of purchased lots will be permitted.

DEBIT CARD PAYMENTS – We are able to accept VISA, DELTA and SWITCH debit cards only. Payments by credit card are not acceptable.

CASH PAYMENTS – In order to comply with Money Laundering Regulations 2003 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 15th September 2016.

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 16th September 2016 will be re-sold (see section 18 of the Conditions of Sale). The Joint 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 - A Buyer's premium of 5% of the hammer price is payable on all lots up to a cap of £350 per lot. This is subject to VAT @ 20%

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

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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. The hours and mileage were taken on 21st July 2016.

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 – 7th September 2016 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 April 2014 – Export of goods from the United Kingdom.
 - b) VAT Notice 712 dated January 2014 – The Single Market.
 - c) VAT Information Sheet 2/00 dated May 2000 – Exports and Removals: Conditions for zero rating
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
- a) The buyer provides Brown & Co with their VAT/FISCAL NUMBER (which will be verified with UK Customs & Excise) at the time of purchase.
 - b) The goods are removed from the United Kingdom within three months from the time of supply (the date of auction).
 - c) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from the United Kingdom.

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



SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

MISCELLANEOUS TOOLS, SPARES AND LIVESTOCK EQUIPMENT

- 1-99 Lots to include workshop equipment, livestock equipment and spare parts
- 100 Manual clay trap
- 101 **Logic** weed wiper
- 102 **Howard** rotavator
- 103 **Wolsey** swipe
- 104-110 Quantity of gas guns
- 111-115 Quantity of sheep troughs
- 116 Sheep crate (without scales)
- 117-120 Metal tanks
- 121 Combine side knife
- 122 Aluminium pick-up top (to fit **Ford P100**)
- 123 Zig zag harrows
- 124 Chain harrow on frame
- 125 **Merrick Loggin** reception hopper
- 126 **Browns** bale sledge on tyres
- 127 9ft topper in need of repair
- 128 **Parmiter** silage feeder on 3 point linkage (self loading)



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- 129 **Westmac** Polycrok 1750 silage feeder on 3 point linkage (self loading)
- 130 **Bomford** hedge cutter
- 131 Dual tyres for **Ford** 8630
- 132 **Goodyear** flotation wheels and tyres
66x43.00 - 25NH 6 Ply
Approx 50% tread
- 133 Set of wheels & tyres - 710/75R34 and
600/65R28
- 134 5 tonne **Cole** combined seed and fertiliser filler
- 135 **Ford** weights
- 136 **Stocks** Fan Jet 24m small seed broadcaster
- 137 **Martin Lishman** electro 12m slug pellet applicator
- 138-150 Spare lots

CULTIVATION EQUIPMENT AND DRILLS

- 151 18 leg drag, 4.4m
- 152 **Massey Ferguson** 23 pig tine drag with depth wheel
- 153 **Massey Ferguson** disc harrows, 3.60m

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 154 **Bamlett – Vaderstad**, cambridge rolls, 6m
- 155 Cambridge Rolls, 5m
- 156 **McConnel** Shakerator 5 Leg with packer roller
- 157 **LELY** - Terra power harrow, 4m with packer roller
Serial number - 10606 - 1049
New points in 2015
- 158 2004 **Simba X** - Press cultivator, 5.5m
Model - XP/5.5m/FW
Serial number - 113540044
- 159 **Kverneland** EG8S Reversible Plough
5 furrow with furrow disc
Hydraulic variwidth,
With **Kverneland** - Packomat S press
- 160 **Kverneland** Accord TS Evo Drill, 4m
with small seeds kit distributor
Pre-emergence and bout markers
ID - ACPNDXX62201
Type – ACPNDXX
- 161-165 Spare lots

GRAIN HANDLING EQUIPMENT

- 166 Grain Dozer with New Holland Brackets.
4.9m long with 1.5m blade.
- 167 **Kongskilde** grain sucker blower - 3 phase



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- 168 **Lainchbury** cleaner & dresser on trailer
7/8 tonne per hour (approx)
Several sets of sieves
Elevator feed - 3 Phase
- 169 **Swift-Lift** Interstore elevator
Swinging head - (35ft - total)
Serial number - I11ST1389
3 Phase
- 170-175 Spare lots

TRAILERS

- 176 Trailer mounted fuel bowser with electric pump
- 177 Wooden flat bed, 2 wheel trailer
- 178 Artic bale trailer (30ft)
Commercial tyres on dolly with super single tyres
on trailer body with wooden floor
- 179 Artic bale trailer (32ft)
Commercial tyres on dolly with super single on
trailer body with damaged wooden floor
- 180 **Merrick Loggin** Low loader
- 181 8 Tonne grain trailer

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 182 **Ifor Williams** stock trailer, 12 ft with partition gate and sheep decks
- 183 **Merrick Loggin** tipping trailer (single ram)
With grain chute, approx 9t capacity
- 184 1992 **Marston** grain trailer - 8t with grain chute and silage sides
Serial number - 16653
- 185 1985 **Marston** grain trailer - 10t with grain chute
Serial number - 10181

TRACTORS AND DIGGERS

- 186 1982 **JCB** Sitemaster 3CX digger loader
UBC 870K telescopic
Reg: VBC 870X
First registered: 18th March 1982
- 187 1985 **Ford** 5610
2 wheel drive with pickup hitch
Rear tyres - 13.6-36 6PR
Front tyres - 7.50-165L
Reg - B937 YUD
Engine hours – 6,171
First registered: 8th July 1985



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- 188 1994 **Ford** 8630 Power Shift
4 wheel drive with pickup hitch & air con
Rear tyre - 18.4R38
Front tyre - 380/85R28
Reg - L340 LWL
Engine hours: 5,462
First registered: 19th May 1994
Serial number A932521
(not sold with dual wheels as pictured)
- 189 1995 **Ford** 8870
4 wheel drive with pickup hitch
Rear tyre - 580/70R42
Front tyre - 480/70R30
Reg - N880 SNH
Engine hours: 4,407
First registered: 25th August 1995
Serial number: 68073
- 190 2002 **New Holland** TS115
4 Spools and pickup hitch
Rear tyre 14.9R24
Front tyre 420/85R38
Reg - OE52 TNJ
Engine hours – 4,483
First registered: 1st December 2002

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

INCLUDED BY KIND PERMISSION

- 191-199 Spare Lots
- 200 **Kleber** 540650 R24 front flotation wheels
with replacement centres
- 201 **Stocks** dual wheels (modified)
On 16.9 R38 tyres
- 202 **Stocks** dual wheels
On 16.9 R34 tyres
- 203 Row crop wheels and tyres
Front: 270/950 R32
Rear: 270/950 R48
Originally fitted Massey Ferguson 5480
- 204 **Dowdeswell** 3m mounted off-set discs
- 205 **Albutt** tiptoe grain bucket with euro quick hitch
system. 1.0 m³ capacity
- 206 **Vicon** RSXL Rotaflow fertilizer spreader
Headland border trim with covers and calibration
kit Up to 2.0 tonnes capacity
- 207 2002 **Opico** Vari Flex rolls 5.5m with breaker
rings and levelling boards 5.5m
- 208 **Claydon** 7.5m mounted straw rake
One seasons use



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209-219 Spare Lots

- 220 **Sinar** Farm Pro 6096 moisture analyser
- 221 **Sinar** grainspear 6300 moisture and temperature analyser
- 222 **Sinar** AP6060 moisture analyser with specific weight and temperature measurement
- 223 **RS** anemometer
- 224 **Gray** grain bushel weight scale
- 225 Grain sampling spear
- 226 **Lunding** manual grain stirrer 3 phase motor comes with 8ft auger and spare auger
- 227 Quantity of **Kverneland** plough spares to fit number 8 body including mouldboard
- 228 Large quantity of sprayer spares including new nozzles and nozzle bodies
- 229 2 **Techneat** programmable Vari-Scary gas guns
- 230 2 windmill rotating bird scares
- 231 Yellow rotating bird scarers
- 232 2 rotating **Goode** bird scarers
- 233 **Schotz** tripod mounted gas gun. New and boxed
- 234 5 No 5ft diameter bird scaring windmills 1 with clanging disc

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 235 **Welvent** Thermobile double GA85 portable thermostatically controlled heater.
- 236 Fertilizer spreader calibration kit
- 237 **Grays** grain pusher with JCB brackets
- 238 **JCB** grain bucket (hold 1.5 tonne wheat)
- 239 3 **Simba** Flatliner subsoiler legs
- 240 Quantity of **Simba** Flatliner wearing parts
- 241 **Norton** 12.5t grain trailer with spare wheel
- 242 **Western** 14t grain trailer with hydraulic rear door and rollover sheet
- 243 Quantity of **John Deere** combine spares
- 244 Quantity of **Claas** combine spares





CONDITIONS OF SALE FOR MACHINERY SALE BY AUCTION

(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 Granta Hall, 6 Finkin Street, Grantham NG31 6QZ;
"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

The Auctioneers will charge purchasers a Buyers Premium of 5% (up to a cap of £350 per lot 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(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.

FORTHCOMING AUCTIONS



15TH SEPTEMBER 2016

Sale by Auction of Claas Tractors, Claas Scorpion, Grassland and Livestock Equipment including Handling Facilities

Elms Farm, Costock, Leicestershire, LE12 6XA

22ND SEPTEMBER 2016

Sale by Auction of Combine, Tractor, JCB Loadall, Implements and general farm equipment at South View, Pidley, Huntingdon, Cambridgeshire, PE28 3DG.

30TH SEPTEMBER 2016

Major Dispersal Sale of Case IH Crawlers, John Deere Tractors, Claas Combine and Large Scale Cultivation Equipment

Orgarth Hill Farm, Tathwell, Louth, Lincolnshire, LN11 9SU

6TH OCTOBER 2016

Sale by Auction of New Holland Combine, New Holland Tractors, Arable and Grassland Implements and Cultivation Equipment at Oakham Road, Langham, Rutland, LE15 7ER.

BROWN&CO MACHINERY AUCTIONS



Brown&Co have an excellent reputation for providing a professional and successful machinery auctions service across the eastern half of 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 on social media and our website.

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

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LOT 159



LOT 157



LOT 156



LOT 184



LOT 169



LOT 180



LOT 182



LOT 176

Brown & Co Auctioneer's Office

Castle Link, 33 North Bar Street
Banbury, Oxon. OX16 0TH

Auctioneers: Tom Birks and David Thorpe

General Enquiries: 01295 273 555

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