

SALE BY AUCTION OF MODERN TRACTORS, COMBINE HARVESTER, TRAILERS & ASSOCIATED EQUIPMENT



AUCTION
CATALOGUE



LOT 187



LOT 189



LOT 185



LOT 180



LOT 183



LOT 179



LOT 184

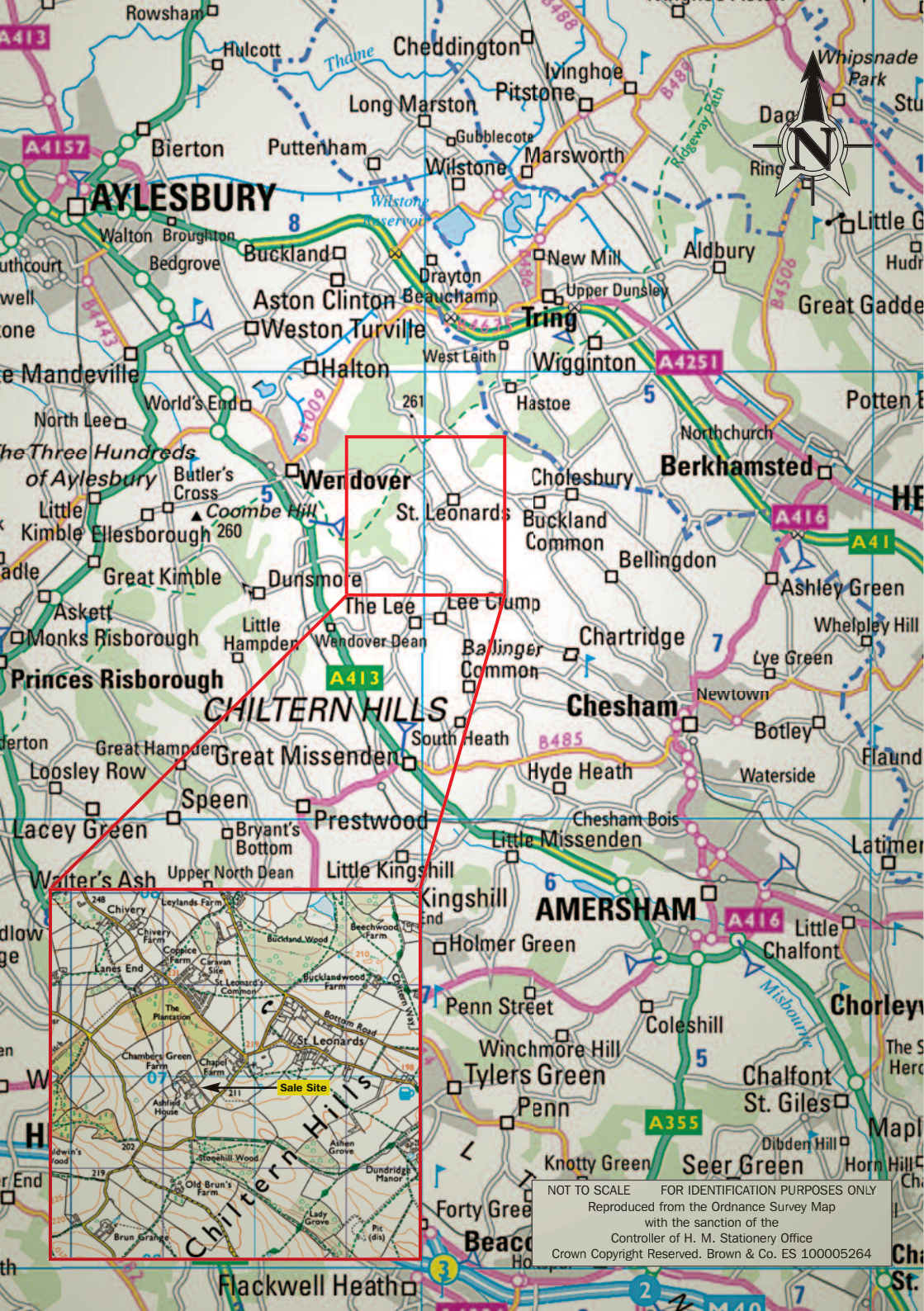


LOT 166

Thursday 21st April 2016 at 10.30am
At Chambers Green Farm
St Leonards
Tring, Hertfordshire
HP23 6NP

BROWN & CO

Residential. Commercial. Agricultural.
brown-co.com



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AUCTION OF MODERN TRACTORS, COMBINE HARVESTER, TRAILERS, CULTIVATION EQUIPMENT, IMPLEMENTS & GENERAL FARM MACHINERY



Thursday 21st April 2016
commencing 10:30am prompt
Chambers Green Farm, St Leonards,
Tring, Hertfordshire, HP23 6NP

Viewing: 10:00am until 4:00pm on Wednesday 20th April 2016
and on the morning of the sale from 8:00am only.

Brown & Co Auctioneer's Office

Castle Link, 33 North Bar Street
Banbury, Oxfordshire, OX16 0TH
Auctioneer – Thomas Birks
General Enquiries – 01295 273555
Fax – 01295 270081
Viewing Day and Sale Day Enquiries – 07919 015677
Email – thomas.birks@brown-co.com

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PURCHASERS PLEASE NOTE:

LOCATION – The sale field is located at Chambers Green Farm, off Chapel Lane. “To the Sale boards” will be erected on the sale day – HP23 6NP.

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 Wednesday 27th April 2016.

LOADING FACILITIES - Loading facilities will be available on sale day until 5:00pm only. Loading outside these times will be strictly by arrangement with the Seller. Any lots remaining after Wednesday 27th April will be re-sold (see section 11 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 - A Buyer's premium of 3% of the hammer price is payable on all lots up to a cap of £350 per lot. This is subject to VAT @ 20%

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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 – Viewing will be available from 10:00am until 4:00pm on Wednesday 20th April and on the morning of the sale from 8:00am only.

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 in 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 200 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 AND SPARES

- 1 Quantity of spades
- 2 Quantity of shovels
- 3 Quantity of forks
- 4 Quantity of iron bars
- 5-14 Quantity of hand tools
- 15 Quantity of nuts and bolts in wooden racking
- 16 Quantity of nuts and bolts in metal racking
- 17 Quantity of hydraulic parts in metal racking
- 18 Quantity of gate parts in metal racking
- 19 Quantity of lights
- 20-21 Quantity of cabling
- 22-23 Quantity of nuts, bolts and pins
- 24 Quantity of bearings
- 25 Quantity of hydraulic hose
- 26 Pressure washer lance
- 27 Shepherds crook
- 28-32 Quantity of electric drills
- 33-38 Quantity of power tools
- 39 Quantity of gate hooks
- 40 Gas calf de-horner
- 41 Quantity of plumbing equipment
- 42 Quantity of piping



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- 43 Quantity of forge tools
- 44 Quantity of metal filing cabinets
- 45 Trailer light board
- 46-47 Bench vice
- 48-49 Quantity of socket sets
- 50-54 Quantity of oil handling equipment
- 55 Quantity of tool boxes
- 56 Arc welder
- 57 Welding equipment
- 58 Pto pump
- 59 Quantity of bottle jacks
- 60 Quantity of trolley jacks
- 61-62 Quantity of jacks
- 63 Metal tool racking
- 64 **Stihl** chain saw
- 65 **McCulloch** chain saw
- 66 Quantity of ratchet straps
- 67-68 Quantity of chains
- 69 **Manitou** telehandler bracket
- 70-100 Spare lots
- 101 Quantity of grease guns
- 102 Step ladder
- 103 Jump leads

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 104-105 Quantity of anvils
- 106 4 x acro props
- 107 Metal work bench
- 108 Wooden shelving
- 109 Metal safe
- 110 Combine harvester parts
- 111 Vintage water pump on trolley
- 112 2 x Hen broody arches
- 113 Shandy barrow
- 114 5 x Light fittings
- 115 Strip light
- 116 Quantity of **Simba** parts
- 117 Quantity of grain handling equipment
- 118 Milk churn
- 119 Ornate toilet cistern
- 120 4 x Hay racks
- 121 3 x Carved oak cabinets
- 122-124 Quantity of carved oak panelling
- 125 4 x oak trestle stands
- 126 Wooden bellows
- 127 Quantity of oak beams
- 128 Quantity of rope bangers
- 129 Electric netting
- 130 Quantity of wooden doors



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- 131 Quantity of metal gates
- 132 Quantity of wall brackets
- 133 Quantity of **Dowdeswell** plough parts
- 134 Quantity of plough parts
- 135 Quantity of oil drums
- 136 Quantity of ornamental steel work and gate parts
- 137 Quantity of wrought iron gates and fencing equipment
- 138 Metal ladders
- 139 **Stocks** Fanjet slug pelleter
- 140-144 Spare lots

WHEELS AND TYRES

- 145 4 x Wheels and tyres 185 R14C
- 146 Quantity of wheels and tyres
- 147 Quantity of wheel and tyres
- 148-149 Quantity of tractor tyres
- 150 Pair of row crop wheels and tyres 9.5 R48 with centres to fit **Ford** 7810 (front).
- 151 Pair of row crop wheels and tyres 9.5 R32 with centres to fit **Ford** 7810 (rear).
- 152 Pair of wheel centres and tyres

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

MISCELLANEOUS EQUIPMENT

- 153 **Cleanwell** steam cleaner, 3 phase
- 154 **Triumph** Tiger motorbike
Reg: L985 XLD
First registered: June 1994
- 155 Spare lot
- 156 Quantity of Belfast sinks
- 157 Sheep troughs
- 158 Quantity of concrete slabs
- 159 3 x Water troughs
- 160 Barrel carrier
- 161 Bale squeeze
- 162 2 x Metal water tanks
- 163 Flat eight bale grab on **Manitou** bracket

CULTIVATION AND APPLICATION EQUIPMENT

- 164 Mole plough
- 165 **PZ** Hay bob with rear gates
- 166 **Edlington** 6 metre Cambridge rolls - folding
- 167 Flat roll 5 foot
- 168 Flat roll 5 foot
- 169 **Kuhn** VKM 280 flail topper.
- 170 **Parmiter** folding chain harrows



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- 171 Pig tail cultivator
- 172 Spring tine harrow with crumbler roller
- 173 **Dowdeswell** 5 + 1 furrow reversible plough
- 174 **Weaving** 7 leg subdisc cultivator
- 175 **Simba** discs, 3 metre
- 176 **Simba** single press
- 177 Trailed water bowser
- 178 **Cleanacres** trailed sprayer 20 metre boom, 2000 litre tank
- 179 2009 **Kuhn** Axis 40.1w fertilizer spreader, weigh cells and automatic application rate monitoring and control
- 180 **Kverneland** Accord TS tine drill (5 metre) Model no. 469632009

TRAILERS

- 181 Flatbed bale trailer.
- 182 1983 **ETC** Mil Trojan grain trailer 8 tonne. Manual tail board, single axle.
- 183 2012 **Warwick** grain trailer 12 tonne. hydraulic tail board with grain chute.
- 184 2012 **Warwick** grain trailer 14 tonne. hydraulic tail board with grain chute.

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

TRACTORS

- 185 2007 **New Holland** T6050 Plus tractor. 4 x spool valves. Rear tyres: 600/65 R38.
Front tyres: 480/65 R28.
Reg: OU57 FMD.
Engine hours: 2410
First registered: December 2007
- 186 **New Holland** wafer front weights x 18
- 187 2011 **New Holland** T6080 Power Command tractor. 4 x spool vales. Rear tyres: 650/65 R38
Front tyres: 540/65 R28.
Reg: OU11 CKV.
Engine hours: 1852
First registered: May 2011
- 188 **New Holland** front weight block

COMBINE HARVESTER

- 189 **New Holland** CSX7060 combine harvester, 20ft header and side knife. Chopper on oversized tyres. Header on road trailer.
Drum hours: 854
Engine hours: 987
Reg OU09 GKF
First registered: July 2009



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INCLUDED BY KIND PERMISSION

- 190 **Kellands** TT24 trailed sprayer.
24m, RDS Delta 3 rate controller. 2000 litre tank with induction hopper, 200 litre clean water tank, fast fill inlet. 2 sets of wheels.
- 191 1994 **Knight** trailed sprayer.
24m, electric controls, 3000 litre tank with induction hopper, 2 sets of wheels, NSTS tested on 29.03.16
- 192 1996 **Kverneland** Accord DA-S 4m power harrow mounted pneumatic drill.
- 193-200 Spare lots
- 201 2008 **John Deere** 7530 tractor
Engine hours: 7,670
Reg: OU08 EWB
First registered: April 2008
- 202 **John Deere** wafer front weights x 15
- 203 2009 **John Deere** 6930 tractor
Engine hours: 7,750
Reg: OU09 EZO
First registered: May 2009
- 204 **John Deere** wafer front weights x 15
- 205 **Bristows** multi tooth tiller roll & **Vaderstad** Bio Drill 360 with **Techneat** Nutri-Start Lq tank
- 206 **Miles** mole plough, single leg
- 207 13,000l water tank, plastic with 3 inch outlet
- 208 **Kuhn** power harrow 4m c/w packer roller

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 209 **Challenger** front idler weights for 700 & 800 series x 16
- 210 **Challenger** front weights for 700 & 800 series x 28
- 211 **Challenger** middle weight for 700 & 800 series x 1
- 212 **Becker** maize drill, 8 row, hydraulically folding with fertilizer applicator
- 213 2 x turf tyres and centres (front) for **John Deere** tractor 44 x 18.00 - 20
- 214 2 x turf tyres and centres (rear) for **John Deere** tractor 23.1 - 26
- 215 2 x turf tyres and centres (rear) for **John Deere** tractor 23.1 - 26
- 216 2 x tractor tyres 20.8 - 38
- 217 1 x tractor tyre 16.9 - 38
- 218 **Bomford** Bandit flail topper
- 219 Van body with drop sides
- 220 Transport trailer
- 221 Loader and parts for **Ford** 5000 tractor
- 222 Levelling bar
- 223 Cultivator
- 224 **Super Gill** 660 grass drill
- 225 **Amazone** combi drill 08-30 super
- 226 **Massey Ferguson** electric rape knife
- 227 Water bowser, 3,000 litres





CONDITIONS OF SALE FOR MACHINERY SALE BY AUCTION

(with buyer's premium)

1 DEFINITIONS

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

"Auctioneers" means Brown & Co – Property and Business Consultants LLP ('Brown & Co')

"Buyers Premium" means the premium charged to buyers on purchase of Lots

"Commission" means the commission charged on the sale of Lots

"Conditions" means the standard terms and conditions of business set out in this document

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

"Purchaser" means a person, firm or Company who purchase any Lot

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

"Sale" means a sale of the Lots by auction from time to time organized by the auctioneers

"Saleground" means the venue at which the sale takes place

"Hammer Price" means the price at which a Lot is knocked down by the Auctioneer to the Purchaser

"Sale Proceeds" means the net amount due to the Vendor being the Hammer Price of the lot sold less commission and expenses and any other amounts due to the Auctioneer by the Vendor in whatever capacity and howsoever arising

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

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

All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions. These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneer who will announce any departures at the start of the sale.

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; Caution should be exercised at all times and children must be fully supervised at all times.
- (iii) 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 Auctioneer in charge.
- (iv) Any accidents or incidents that occur on the Saleground must be immediately reported to Brown & Co and details recorded in the accident book.
- (v) No powered machinery or equipment should be started without the prior approval of the Auctioneers.
- (vi) No vehicles are permitted on the Saleground during the sale. Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.
- (vii) 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 and the Auctioneers as such 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 EXCLUSION OF LIABILITY

- (i) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including any Lots) whether incurred before, during or after the Sale.
- (ii) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect or personal injury to or death of any person arising out of or in the course of or caused by the Sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

6 WARRANTY

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 18.

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 who bids on the understanding that he has inspected (or is deemed to have inspected the Lot for which he is bidding and agrees to take it with all faults and imperfections (subject to Clause 20)).
- (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 RESERVATION OF TITLE

- (i) If the Auctioneers do not demand payment from the Purchaser but allow him to remove the Lot from the sale then the Purchaser shall ensure that the title in the Lot remains vested in the vendor (or Auctioneers as Agents of the Vendor) until payment in full has been made. If the Vendor has been paid, but the goods not paid for the title remains with the Auctioneers, until full payment has been made.
- (ii) Until payment in full has been made the Purchaser shall undertake to keep the Lot in a good and marketable and readily identifiable condition and not to sell the Lot which remains the property of the Vendor. In addition, if not paid for on demand, the Lot shall be returned to the Auction site for resale and shall be dealt with as in Clause 19.
- (iii) 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).
- (iv) In the event of breach of conditions 10 and 11 (i) to (iii), the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

12 RESPONSIBILITY FOR LOTS

After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

13 BUYER'S PREMIUM

The Auctioneers will charge Buyers a Buyers Premium of 3% on the hammer price of each and every Lot purchased up to a cap of £350 per Lot. This is subject to VAT at the standard rate.

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 17 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 description calculated to mislead Purchasers will be deemed to have been sold with a warranty that such Lot is in "working order" and therefore has no defect which renders it capable of the reasonable work for which it is intended and it 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 17 set out below.
- (iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers and Vendor shall have no responsibility for the safe use of the item.

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 HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO HEALTH AND SAFETY

- (i) 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.
- (ii) 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.
- (iii) 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.

18 NOTIFICATION OF DEFECTIVE LOTS

- (i) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of the Lot purchased shall notify the Auctioneers as soon as practicable and no later than 12.00 noon on the third working day following the Sale at which the Lot was purchased and shall return such Lot to the Saleground not later than seven days following such Sale together with a competent engineer's report (if so required by the Auctioneer) setting out full details of the defect alleged.
- (ii) 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.

19 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.

20 AUCTIONEERS' RIGHT TO ANNUAL 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 Brown & Co staff, will not be tolerated.

21 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 by 5pm on 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 21 (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.

22 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



21ST MAY 2016

Collective sale by auction of modern farm machinery and equipment at Peacock & Binnington, The Old Foundry, Bridge Street, Brigg, North Lincolnshire. DN20 8NR
Contact: Judy Strawson 01652 6548331
Email: judy.strawson@brown-co.com

10TH JUNE 2016

National Collective Timed Machinery Online Auction of Modern Equipment and Associated Equipment
Bidding ends Monday 20th June 2016 at 7pm. Viewing available by appointment.
Contact: Simon Wearmouth 01603 598251
Email: onlineauctions@brown-co.com

26TH AUGUST 2016

National Collective Timed Machinery Online Auction of Modern Equipment and Associated Equipment
Bidding starts Friday 26th August at 7am and ends Tuesday 6th September 2016 at 12noon. Viewing available by appointment.
Contact: Simon Wearmouth 01603 598251
Email: onlineauctions@brown-co.com

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.



BROWN&CO

EXPERT AUCTIONEERS OF FARM MACHINERY AND EQUIPMENT



LOT 173



LOT 169



LOT 178



LOT 174



LOT 182



LOT 175



LOT 177



LOT 176

Brown & Co Auctioneer's Office

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Banbury, Oxfordshire, OX16 0TH

Auctioneer – Thomas Birks

General Enquiries – 01295 273555

Fax – 01295 270081

Viewing Day and Sale Day Enquiries – 07919 015677

Email – thomas.birks@brown-co.com

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