



AUCTION
CATALOGUE

SALE BY AUCTION OF MODERN FARM MACHINERY AND SPECIALIST VEGETABLE GROWING & PACKING EQUIPMENT



Wednesday 13th April 2016 at 10.30am
At Maggots Nook Farm
Maggots Nook Road, Rainford
St Helens, Merseyside
WA11 8PL

BROWN & CO

Residential. Commercial. Agricultural.
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AUCTION OF MODERN TRACTORS, MATERIALS HANDLERS, VEGETABLE GROWING, HARVESTING AND PACKING EQUIPMENT



Wednesday 13th April 2016
commencing 10.30am prompt
Maggots Nook Farm, Maggots Nook Road,
Rainford, St Helens, Merseyside, WA11 8PL

Viewing: 10:00am until 4:00pm on Tuesday 12th April 2016

Brown & Co Auctioneer's Office

Acre House, 70c High Street, Huntingdon

Cambridgeshire PE29 3DJ

General Enquiries: 01480 432220

Viewing day and sale day enquiries:

Chris Purlant: 07768 642222

James Walton: 07920 496350

Email: chris.purlant@brown-co.com
james.walton@brown-co.com

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PURCHASERS PLEASE NOTE:

LOCATION – From junction 26 of the M6 take the M58 West and leave the motorway at junction 3 signposted towards Rainford and turn left onto the A570. At the roundabout turn left onto Bushey Lane and then turn right onto News Lane. Continue over the traffic lights and take the second left turn into Maggots Nook Road where the farm is located after approximately 750m. The postcode for the sale ground is WA11 8PL.

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 - 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. Brown & Co will not be charging a Buyer's Premium at this 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. We are able to accept VISA, DELTA and SWITCH debit cards only. Payments by credit card are not acceptable. 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 20th April 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 20th April 2016 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.

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.

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The logo for Brown & Co, featuring the company name in a white serif font on a black rectangular background.

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 – Tuesday 12th April from 10am until 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 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

- 1 20ft **Portacabin** with seating, lights and sink unit
- 2 Block of 5 stables with **Onduline** roof and electrics. 10'x12' to 16'x12'. Buyer to remove at own cost
- 3 Quantity concrete slat grids
- 4 Quantity roofing sheets
- 5-6 Quantity various tables
- 7 Quantity various chairs
- 8 Quantity **LDV** minibus seats
- 9 Large water bath
- 10 Quantity **IBC** tanks
- 11 Plastic fuel tank
- 12 **Big Brute** vacuum cleaner
- 13 Quantity various pallet racking
- 14 Quantity various hand pallet trucks for spares
- 15-31 Quantity **Bangalore** gas birdscarers
- 32-37 Quantity **Spaldings** gas birdscarers
- 38-40 Quantity scarecrow acoustic birdscarers
- 41-44 Quantity windmill birdscarers
- 45-50 Quantity various steel gantries
- 51-60 Quantity various conveyors and elevators
- 61-64 Quantity **Dolav** bins
- 65-69 Quantity field crates
- 70-75 Quantity leek stillages
- 76-77 Quantity water storage tanks
- 78-81 Quantity various fridge panels
- 82-119 Spare lots



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WHEELS & TYRES

- 120-122 Quantity Super Single wheels and tyres
- 123-124 Quantity 19.0/45-17 wheels and tyres
- 125 Pair 20.0/70-508 wheels and tyres
- 126-129 Quantity 550/60-22.5 wheels and tyres
- 130-131 Quantity 295/80-22.5 wheels and tyres
- 132 Single 385/80-22.5 wheel and tyre
- 133 Pair 13.6R38 wheels and tyres
- 134 Pair 16.9R46 wheels and tyres with **John Deere** centres (1 for repair)
- 135 Pair 8.3R44 wheels and tyres with **Massey Ferguson** centres
- 136 Set 380/85R30 & 380/90R46 **Fendt** row crop wheels and tyres
- 137 Pair 16.9R28 tyres
- 138 Pair 380/85R28 tyres
- 139 Pair 380/85R30 tyres
- 140 Pair 380/90R46 tyres
- 141-142 Quantity various axles
- 143-149 Spare lots

AUCTION OF VINTAGE FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

EQUIPMENT SPARES

- 150-151 Quantity hydraulic pick-up hitches
- 152-153 Quantity cultivator points
- 154 Quantity springtines
- 155 Quantity **Vaderstad** wearing parts
- 156 Quantity **Simba** disc spares
- 157 Quantity **Sumo** Trio points
- 158 Quantity **Sumo** Trio wings
- 159 Quantity **Sumo** Trio bearings and bolts
- 160-163 Quantity **Tumoba** brussel sprout harvester spares
- 164 Quantity **VHS** harvester spares
- 165 **Asa-Lift** hydraulic wheel motor
- 166 Quantity **Kverneland** harvester webs and rollers
- 167 **Deutz** 4 cylinder diesel engine
- 168 **Lee Howl** water pump
- 169 Quantity **John Deere** tractor weights
- 170 Quantity safety sides for **Vegcraft** harvest trailer
- 171 Quantity rotating tables for spares
- 172 Quantity electric rabbit netting
- 173-176 Quantity curtainsider sheeting
- 177-184 Spare lots



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GRADING & PACKING EQUIPMENT

- 185 1999 **Miedema** SB-651 bulk hopper with coil cleaner. Serial No: 991366
- 186 **Tong** Bulker twin screen 4ft grader with roller table
- 187 **Constructie Bruynooghe** 8ft roller grader for spares
- 188 1995 **Newtec** HC30 net wrap machine
Serial No: 3084
- 189 1997 **Newtec** HC30 net wrap machine
Serial No: 3875
- 190 2002 **Briand** EP700 leek stripper with waste elevator. Serial No: 5532
- 191 **Niagri** Wash & Polish carrot/parsnip washer for spares
- 192 Quantity **Niagri** Wash & Polish wear angles
- 193 **Peal** LRG3-1200 lift roller grader. Serial No: 04250
- 194 2002 **Record** Scorpion flow wrap machine with Ice hs coder. Serial No: 09-02-154
- 195 2007 **Record** Gazella bead seal flow wrapper suitable for broccoli, cabbage or swedes
- 196 2006 **Minipack** Torres heat tunnel 50. Serial No: 3413
- 197 2007 **Ulma** Atlanta flow wrap machine with Ice hs coder. Serial No: 111278
- 198 2006 **Delford** 8060 flow wrap machine with weight price base labeller and spares

AUCTION OF VINTAGE FARM MACHINERY AND EQUIPMENT





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- 199 2007 **Delford** 8060 flow wrap machine with weight price base labeller and spares
- 200-201 Quantity **Newtec** check weighers for spares
- 202 **Dixie** 60S mill size waste baler
- 203 2007 **McCline** floor brusher
- 204 Freestanding grader feed hopper
- 205 **Herbert** box tipper with 6ft feed belt. Serial No: 115.93.001
- 206-207 Quantity box tippers for spares
- 208-209 Quantity bulk hoppers for spares
- 210-213 Quantity hopper bins
- 214-219 Spare lots

IMPLEMENTS

- 220 Mounted wheeling cultivator
- 221 3m springtine harrow with crumbler
- 222 Folding 3m springtine harrow
- 223 **Browns** folding 6m springtine harrow
- 224 **Simba** Mk1B folding disc harrows
- 225 **Lely** 3m power harrow with crumbler
- 226 2000 **Lely** Lelyterra 600-45H folding power harrow with packer roller, clodboard and tungsten tines. Serial No: 10606-0505



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- 227 2014 **George Moate** Model 280 Tillerstar twin bed hydraulic folding cultivator. 38mm stars and tungsten blades. Serial No: 251614
- 228 2011 **Sumo** Trio 4.5 cultivator with front discs. Serial No: 11135
- 229 2012 **Vaderstad** Cultus CS300 cultivator. Serial No: 11322
- 230 **Westmac** 3m corn drill for spares
- 231 **Major** 8ft offset mower
- 232 4ft flail mower
- 233 **Teagle** 6ft rotary pasture mower
- 234 2003 **KRM** F2 fertiliser spreader. Serial No: 2321
- 235 2011 **Gustrower** D076 8t fertiliser/lime/manure spreader. Serial No: 069
- 236 **McConnel** PA32 hedge cutter. Serial No: 01FC12
- 237 **Checchi & Magli** planter frame with land wheels
- 238 **Checchi & Magli** 4 row planter for spares
- 239 **Checchi & Magli** 5 row planter
- 240 **Stanhay** Star 80 inch single bed 4 row drill with Horstine Farmery granule applicator. Serial No: 31586B
- 241 **Stanhay** Star drill seed discs





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- 242 **FMA** interrow hoe discs and tines
- 243 2004 **Jones** fleece remover. Serial No: FR010
- 244 **Jones** metal/rubber flail carrot topper
- 245 2015 **Vegcraft** hydraulic folding box carrying frame. Serial No: 306
- 246 Irrigation reel
- 247 **Wright Rain** Touraine 90mm x 350m irrigation reel with rain gun
- 248 Set 16ft flat rolls
- 249 **Reekie** Dryrite 650H gas mobile grain dryer for spares
- 250 2003 **Master Farm Services** 270M T12 mobile batch diesel grain dryer. Serial No: GX1403. Hours: 2468
- 251 **Hardi** trailed sprayer for spares
- 252 2007 **Chafer** Guardian 4000 27m trailed sprayer, twin stainless lines, 5 nozzle bodies and Techneat broadcaster on 420/85R38 wheels and tyres. Serial No: 4003807
- 253 Tractor mounted 6ft road brush
- 254 Quantity 5inch irrigation pipes
- 255 **Tomlin** 3m flat roll
- 256-264 Spare lots



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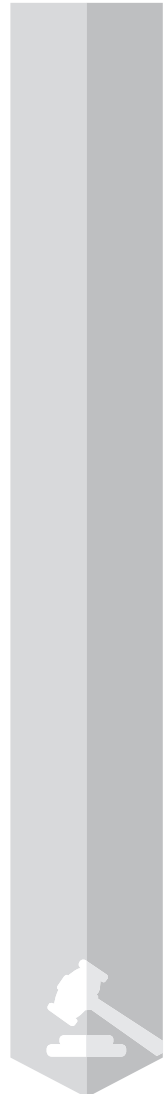
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HARVESTERS

- 265 **Taarup** forage harvester
- 266 **Kverneland UN2200** trailed harvester for spares
- 267 **Grimme** trailed harvester for spares
- 268 **Simon** 2 row top lift harvester for spares
- 269 **Standen Turbo** 4 sugar beet harvester for spares
- 270 3 point linkage single row leek harvester
- 271 **Mini Veg Packer TM** trailed harvesting arm
Serial No: 9705237
- 272 1996 **Standen Status 1750** trailed potato
harvester with roller table. Serial No: 085
- 273 **Kverneland UN2200** trailed carrot harvester with
full width share, hedgehog cleaner and 64mm
square mesh main web
- 274 2004 **Asa-Lift TRS150/170** trailed share lift
carrot harvester with 56mm square mesh main
web, hedgehog cleaner and wheel drive
- 275 **Tumoba** 2 row self-propelled brussel sprout
harvester
- 276 **Tumoba** 3 row self-propelled brussel sprout
harvester
- 277 **Tumoba** 3 row self-propelled brussel sprout
harvester for spares
- 278 **Tumoba** 4 row self-propelled brussel sprout
harvester for spares
- 279-284 Spare lots





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

TRAILERS

- 285 HGV refrigerated body
- 286 HGV refrigerated body
- 287 8m curtainside body
- 288 1998 **Crane Fruehauf** 57 cu yard commercial tipping trailer with new easy sheet. MOT until Jan 2017
- 289 2007 **Montracon** 40 cu yard aggregate tipping trailer with new easy sheet and load weigher. MOT until June 2016
- 290 1996 **TCT** 12.2m tandem axle **Carrier** fridge trailer. No MOT
- 291 1996 **Montracon** 13.6m triple axle **Carrier** Vector 1800 (faulty) fridge trailer. No MOT
- 292 2000 **General Trailers** 13.6m triple axle **Thermoking** (faulty) fridge trailer. No MOT
- 293 5th wheel dolly frame
- 294 5th wheel dolly
- 295 Display board trailer
- 296-298 Quantity single axle toilet trailers
- 299 **Fuel Proof** 1000ltr fuel bowser
- 300 **Prime X** 900 slurry tanker. Serial No: 990415
- 301 Mobile 10ft rest room with seating, hot water and sink unit



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- 302 **VHS** 6.6m flat bed tandem axle trailer
- 303 **Ramsey** Rambler 5.9m single axle pallet trailer
c/w harvesting conveyor
- 304 2004 **VHS** tandem axle harvest trailer with
Cropmaster cup system. Serial No: 1455
- 305 2006 **VHS** tandem axle 6.5m 10 pallet trailer
Serial No: VHS55376V054
- 306 2006 **VHS** tandem axle 6.5m 10 pallet trailer
Serial No: VHS55386V0
- 307 2008 **VHS** tandem axle 6.5m 10 pallet trailer
Serial No: VHS604
- 308 2008 **VHS** tandem axle 6.5m 10 pallet trailer
Serial No: VHS605
- 309 2010 **VHS** tandem axle 6.5m 10 pallet trailer
Serial No: 636
- 310 2010 **VHS** tandem axle 6.5m harvest trailer with
Cropmaster cup system. Serial No: 643
- 311 2014 **Vegcraft** single axle 8.5m harvest trailer
with conveyor, trailer levelling and insulated
sheets. Serial No: 1208
- 312 2006 **AW Trailers** 6ST low loader trailer with
ramps. Serial No: 4319
- 313 1995 **Marshall** tandem axle 15t trailer with
hydraulic tailgate on 385/65R22.5 wheels and
tyres. Demountable body



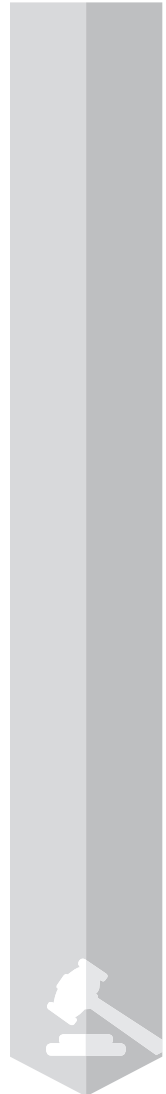


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- 314 22ft flat bed body to suit **Marshall** trailer
- 315 2004 **Richard Western** tandem axle 16t trailer with sprung drawbar and hydraulic tailgate on 425/65R22.5 wheels and tyres.
Serial No: 12702
- 316 2004 **Richard Western** tandem axle 16t trailer with sprung drawbar, hydraulic tailgate and rear drawbar on 425/65R22.5 wheels and tyres
Serial No: 12704
- 317-319 Spare lots

MATERIALS HANDLERS & ATTACHMENTS

- 320 **Linde** T20 stand on platform pallet truck for spares
- 321 **Linde** T20 stand on platform pallet truck for spares
- 322 **Linde** T20 stand on platform pallet truck for spares
- 323 **Linde** T20 stand on platform pallet truck for spares
- 324 **Hyster** 2.5t industrial materials handler
- 325 2003 **JCB** 520-50 Loadall compact materials handler with immobiliser. **Datatag** registered.
Reg No: MW03 GMZ. Serial No: 0882899.
Hours: 6430
- 326 **Allbut** bucket to suit JCB compact
- 327 **Agriweld** box rotator to suit JCB compact



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- 328 **Bale** spike to suit JCB compact
- 329 2015 **Cherry Products** X-Form Professional BK15-66 1.3cu m bucket to suit **JCB** compact
- 330 **Agriquip** hydraulic bucket brush
- 331-334 Spare lots

COMPACT TRACTOR & EQUIPMENT

- 335 **Kubota** 7100 4wd compact tractor with agricultural tyres
- 336 **Kubota** 3ft rotovator
- 337 **Tomlin** 3 leg cultivator
- 338 **Tomlin** pallet forks
- 339 Spare lot

COMMERCIAL VEHICLES

- 340 **LDV** 9 seat minibus
- 341 **LDV** 9 seat minibus
- 342 2005 **Scania** R420 6x2 manual tractor unit with tipping equipment.
Reg No: MX55 HAE
- 343-344 Spare lots

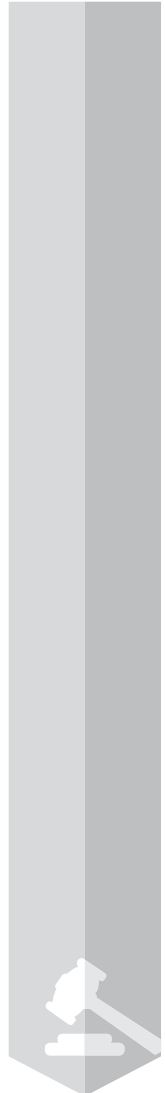




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TRACTORS

- 345 1994 **Massey Ferguson** 390 LoProfile+ 12/12
2wd tractor on 16.9R34 wheels and tyres
Reg No: M320 OCW
Serial No: 03660
Hours: 6941
- 346 2002 **Valtra** 6400 4wd 40kph tractor on
13.6R28 front and 420/85R38 rear wheels and
tyres with forward control unit & immobiliser
Reg No: DE02 RNY
Serial No: M15319
Hours: 18040
- 347 2006 **Valtra** 6300 4wd 40kph tractor on
380/85R30 front and 380/85R46 rear wheels
and tyres with 2006 VHS Cropmaster wrap
around unit, forward control unit, immobiliser
and creeper gearbox
Reg No: DK06 MDV
Serial No: 504222
Hours: 19250
- 348 2008 **Valtra** N101 4wd 40kph tractor with VHS
Cropmaster wrap around unit and forward control
unit and immobiliser
Reg No: DK08 AOX
Serial No: U10134
Hours: 15400



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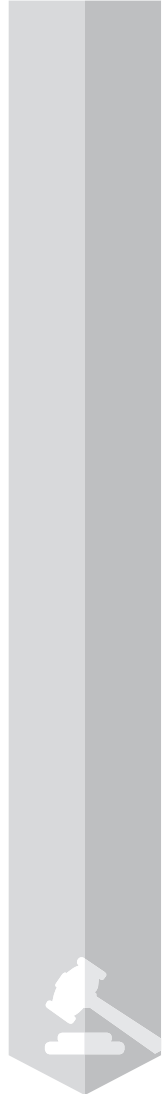
- 349 2008 **Massey Ferguson** 6499 Dyna-6 50kph
4wd tractor with front linkage and front
suspension on 540/65R30 front and
650/65R42 rear wheels and tyres
Reg No: DX08 OYV
Serial No: Y22F43GK113A
Hours: 5557
- 350 2007 **Fendt** 415 Vario TMS 50 kph 4wd tractor
on 480/70R26 front and 580/70R38 rear
wheels and tyres with front linkage and PTO.
Air brakes, full suspension & immobiliser.
Datatag registered
Reg No: PF07 UZG
Serial No: 404211014
Hours: 11145
- 351 2004 **John Deere** 6420 Power Quad TLS 40kph
4wd tractor on 12.4R32 front and 13.6R48 rear
wheels and tyres with immobiliser.
Datatag registered
Reg No: PA04 CEJ
Serial No: 423300
Hours: 11517
- 352 2007 **John Deere** 6920 Autopower 50kph 4wd
tractor with front linkage and cab suspension on
16.9R28 & 20.8R38 rear wheels and tyres with
immobiliser
Reg No: PN07 GUG
Serial No: 491028
Hours: 11904





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- 353 2014 **John Deere** 6150R Autopower 50kph 4wd tractor with front linkage and PTO on 16.9R30 front and 480/80R46 rear wheels and tyres. **Datatag** registered. Air brakes & cab suspension
Reg No: PE63 UVD
Serial No: R784841
Hours: 3947
- 354 2014 **Claas** Arion 420 4wd tractor with **Claas** FL100 loader on 380/70R28 front and 420/85R38 rear wheels and tyres
Reg No: PX14 CKP
Serial No: A2144DAA2110839
Hours: 1477
- 355 2014 **Alo** 210 bucket to suit **Claas** FL100 loader
- 356 2014 **MX** High-tip bucket to suit **Claas** FL100 loader
- 357 2014 **MX** Manubal V500 bale handler to suit **Claas** FL100 loader
- 358 **AgLeader** RTK GPS steering unit with receiver and screen
- 359 **AgLeader** RTK GPS steering unit with receiver and screen
- 360-364 Spare lots



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INCLUDED BY KIND PERMISSION

- 365 1993 **New Holland** TX36 20ft cut combine harvester with straw chopper, heavy duty concave, oversize tyres, rear camera and OSR header extension.
- 366 **Keyag** Clodmaster destoner
- 367 2009 **AW Trailers** 14t root crop trailer with **Vredestein** 560 tyres and rear drawbar. Serial No: 5399
- 368 2010 **Bailey** 16t root crop trailer with **Michelin** 560 tyres and rear drawbar. Serial No: 8753
- 369 2010 **Bailey** 16t root crop trailer with **Michelin** 560 tyres and rear drawbar. Serial No: 8754

END OF SALE





CONDITIONS OF SALE FOR MACHINERY SALE BY AUCTION

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

14 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.

15 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.

16 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.

17 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.

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.

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 of any person, especially Brown & Co 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 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.

21 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 APRIL 2016

Chambers Green Farm, St Leonards, Tring.

A sale of farm machinery consisting of modern tractors, combine harvester, trailers, cultivation equipment, implements and general farm machinery.

Contact: Thomas Birks 07919 015677

Email: thomas.birks@brown-co.com

6TH MAY 2016

Online Timed Auction of Yard clearance of Buildings and Gates Manufacturer.

Starts Friday 6th May 2016 at 7am and bidding ends Monday 16th May 2016 at 7pm.

Viewing available by Appointment.

Contact: Elizabeth Allen 01775 717894

Email: elizabeth.allen@brown-co.com

21ST MAY 2016

Online Timed Auction of Yard clearance of Buildings and Gates Manufacturer.

Starts Friday 6th May 2016 at 7am and bidding ends Monday 16th May 2016 at 7pm.

Viewing available by Appointment.

Contact: Elizabeth Allen 01775 717894

Email: elizabeth.allen@brown-co.com

26TH AUGUST 2016

National Collective Timed Online Machinery Auction of Modern Equipment & Associated Equipment. Starts Friday 26th August 2016 at 7am and bidding ends Tuesday 6th September 2016 at 7pm.

Viewing available by Appointment.

Contact: Elizabeth Allen 01775 717894

Simon Wearmouth 01603 629871

Email: onlineauctions@brown-co.com

PRESS RELEASE



STRONG PRICES FOR RETIREMENT SALE

Brown & Co. held a machinery auction on Thursday 3rd March at Gables Farm, Silk Willoughby.

The sale followed the retirement of Tony Seymour of D Seymour & Son from farming. A large number of potential buyers turned out on the sale day and strong interest was shown in the Claas Celtis 426 tractor and the 2000 Caterpillar materials handler.

On the day the Claas Celtis 426 tractor made £13,000 and the 2000 Caterpillar materials handler made £7,300.

Also a Massey Ferguson 355 tractor made £5,850 and a 1982 6T Bailey tipping trailer made £2,900.

Approximately 150 lots were sold on the day by Mr Seymour and other parties who were kindly given permission to enter their machinery into the auction and the results are as follows; 1968 Massey Ferguson 135 Tractor made £2,600, 1985 Claas Dominator Combine made £4,000 and the McConnel hedge trimmer made £1,200.

The good turnout from potential purchasers and strong bidding made for a successful day at a traditional small dispersal sale.

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.

Residential. Commercial. Agricultural

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BROWN & CO

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EXPERT AUCTIONEERS OF FARM MACHINERY AND EQUIPMENT



Brown & Co Auctioneer's Office

Acre House, 70c High Street, Huntingdon

Cambridgeshire PE29 3DJ

General Enquiries: 01480 432220

Viewing day and sale day enquiries:

Chris Purlant: 07768 642222

James Walton: 07920 496350

Email: chris.purlant@brown-co.com
james.walton@brown-co.com

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