



AUCTION
CATALOGUE

SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT 365



LOT 370



LOT 336



LOT 363



LOT 351



LOT 361



LOT 327



LOT 335

i-bidder.com

BROWN & CO

ALEXANDERS

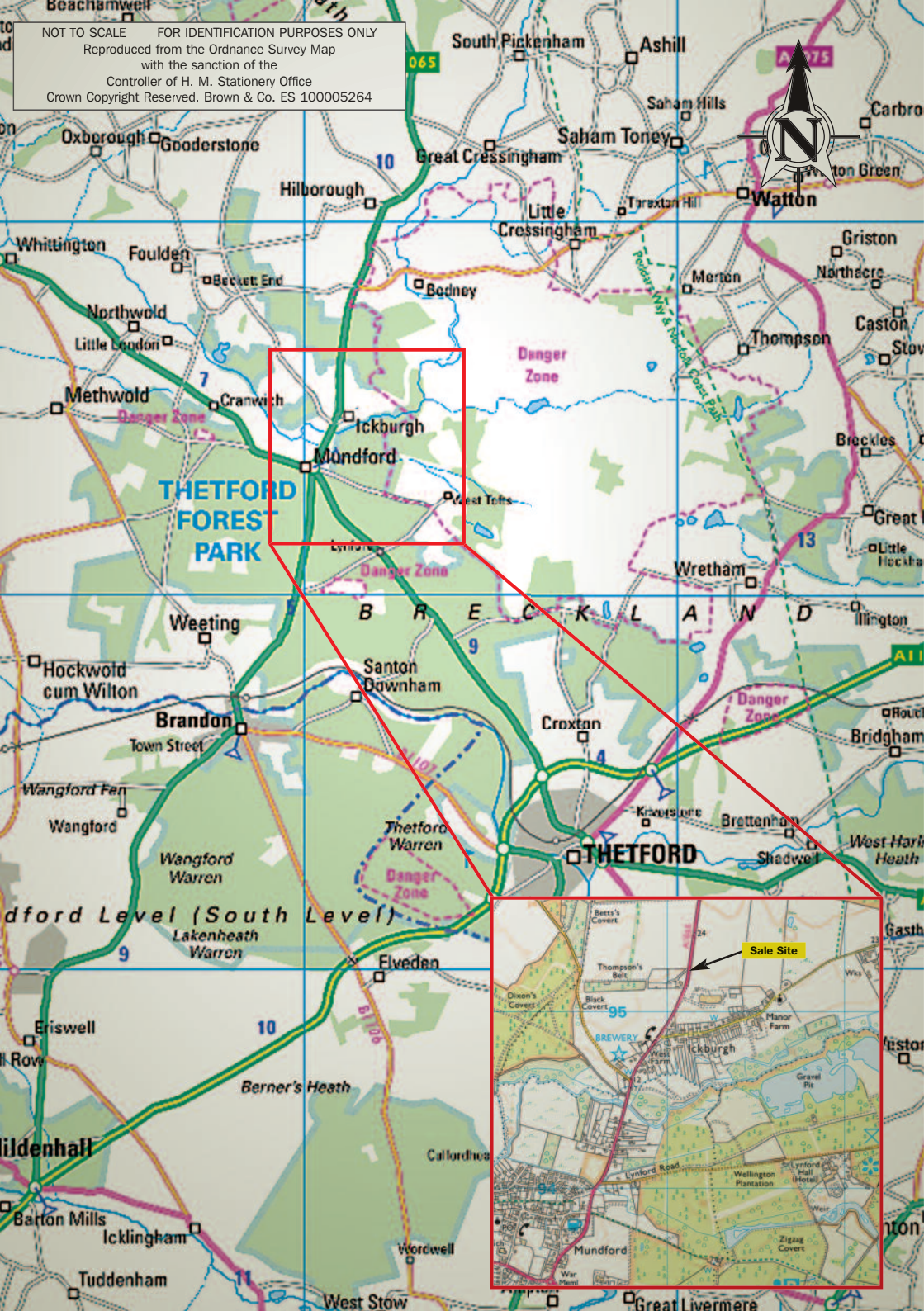
Thursday 4th February 2016 at 10:30

The Old Duck Factory Field
Swaffham Road, Ickburgh
Thetford, Norfolk, IP26 5HX

Residential. Commercial. Agricultural.

brown-co.com

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SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

CULTIVATION EQUIPMENT & TRACTOR WEIGHTS

- 225 **Spaldings** 3 leg Flatlift with packer roller
- 226 **Spaldings** 3 leg Flatlift with packer roller
- 227 **Spaldings** 3 leg 90/150 Flatlift with spiral roller
- 228 2009 **Spaldings** 5 leg Flatlift with discs and packer roller
- 229 **Bomford** Supaflow 2.4m heavy duty cultivator
- 230 **Kverneland** LB85-200-28 HD 5f reversible variwidth plough with furrow press. Serial No: 5092
- 231 **Kverneland** Onyx A34 4m disc harrows with new front discs fitted. Serial No: 15156
- 232 2000 **Kuhn** HR4003 4m power harrow with clodboard, wheel track eradicators and crumbler barrel
- 233 2004 **Knight** Triple Press 700s 4m cultivator press. Serial No: 080100123
- 234 **Kongskilde** Delta 4m hydraulic folding stubble cultivator
- 235 6m hydraulic folding springtine harrow
- 236 **Cousins** 4m folding springtine harrow
- 237 2014 **Guttler** SuperMaxx 6m folding springtine cultivator with following harrow. Serial No: 1450277
- 238 **Cousins** Contour vertical folding 6.6m Cambridge rolls. Serial No: 170991
- 239 2014 **KRM** M3WD fertiliser spreader Dynamic Section Control ready with **Patchwork** section controller. Serial No: 151
- 240 Rear mounted hedgecutter with flail and saw attachments
- 241 2007 **Votex** Landmaster flail mower. Serial No: 450702H044
- 242 2013 **Votex** Landmaster 275 flail mower. Serial No: 450702P003
- 243 2005 **Bomford** Tri-Wing 4.6m batwing mower. Serial No: 1501
- 244 Set tractor weights with carrier
- 245 **Deutz Fahr** 900kg weight pack
- 246-251 Quantity **New Holland** 1T weight packs
- 252 Set **Fendt** 724 wheel weights
- 253 Set **Fendt** 936 wheel weights
- 254 Set **Fendt** 936 wheel weights



Auctioneer's Office:
Brown&Co Alexanders
Acre House, 70c High Street, Huntingdon
Cambridgeshire PE29 3DJ
General Enquiries: 01480 432220
Viewing day and sale day enquiries: 07768 642222
Email: chris.purllant@brown-co.com

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- 255 **Fendt** 2.5t weight pack
- 256 2010 **Sumo** 2.0t front weight pack. Serial No: 10179
- 257 2013 **Sumo** 1.5t front weight pack. Serial No: 13154
- 258 2014 **Agriweld** 1.8t weight pack. Serial No: 09480214
- 259-264 Spare Lots

ROOT GROWING, HARVESTING & ORGANIC EQUIPMENT

- 265 Single bed polythene layer
- 266 2011 **Everitt Bros** P1357 3 bed folding polythene layer
- 267 Single bed carrot polythene remover
- 268 2005 **Jones Engineering** PR102 polythene remover
- 269 2006 **Jones Engineering** 1.65m twin rotor triple bed tiller.
Serial No: 1378
- 270 **Garford** Robocrop 12 row folding precision hoe. Serial
No:12041851
- 271 2006 **Stanhay** Star triple bed onion/carrot pneumatic drill.
Serial No: TSW840137/06
- 272 2008 **Scanstone** UN-3842-AR single bed ridger with hydraulic
markers. Serial No: 235
- 273 2001 **Reekie** RBM-2HP single bed ridger with hydraulic markers.
Serial No: 12664B
- 274 2001 **Reekie** RT170-S bed tiller Serial No:40806 with 2001
RBM-25B bed former Serial No: 10690B
- 275 2005 **Underhaug** 4217-W destoner. Serial No: 148
- 276 2005 **Underhaug** 4217-W destoner. Serial No: 149
- 277 2006 **Scanstone** 4217-W destoner. Serial No: 200
- 278 2007 **Scanstone** 4217-W destoner. Serial No: 230
- 279 2008 **Cousins** BM54R hydraulic folding disc ridger.
Serial No: 373
- 280 2012 **Standen Pearson** SP300 3 row potato planter with
Techneat Amistar applicator kit and stainless steel ridging
hood. Serial No: 680
- 281 2010 **Standen Pearson** FM topper. Serial No: 663
- 282 2014 **Standen** FM-2 topper. Serial No:706
- 283 2014 **Standen** FM-2 topper. Serial No:707
- 284 2007 **Jones Engineering** parsnip capper

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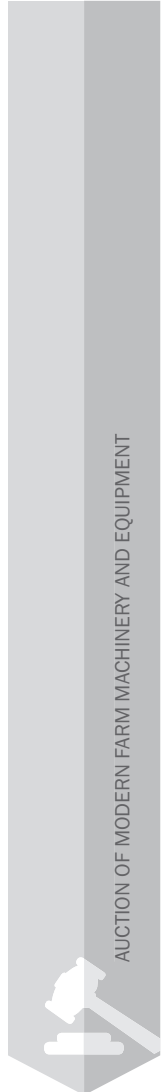


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- 285 2010 **Jones Engineering** rear mounted rubber flail carrot topper.
Serial No: 1606
- 286 2010 **Jones Engineering** front mounted rubber flail carrot topper.
Serial No: 1607
- 287 2013 **Jones Engineering** rear mounted rubber flail carrot topper.
Serial No: 1704
- 288 1998 **Grimme Variant** DL 1700 unmanned parsnip harvester.
Serial No: 0885
- 289 1999 **Grimme Variant** DL 1700 potato harvester with 4 man
picking table, hydraulic wheel drive and star cleaner.
Serial No: 46001075
- 290 2000 **Grimme Variant** DL 1700 unmanned carrot harvester
with hydraulic wheel drive. Serial No: 46001152
- 291-299 Spare Lots
- 300 Single bed weeder with **Einbock** weeder unit
- 301 **Cousins** PDR3RWT disc ridger frame with Einbock single bed
weeder and rear ridging bodies
- 302 Farm made triple bed hydraulic folding weeder with Einbock
weeder units
- 303 3 bed disc ridger with weeders
- 304 12 row 6m folding weeder
- 305 **Fobro** organic 1.6m brush weeder
- 306 Organic 10-man weeder platform
- 307 Organic 10 man weeder platform
- 308 2000 **Dowdeswell** 6ft greenburner
- 309 2000 **Dowdeswell** 6ft greenburner
- 310-314 Spare Lots

TRAILERS

- 315 5th wheel dolly
- 316 5th wheel dolly
- 317 **Bye Engineering** FL7 4wd power dolly on 550/60-22.5 wheels
and tyres
- 318 Water bowser
- 319 2013 **Warwick** 13000ltr liquid fertiliser bowser with sprung
drawbar and petrol transfer pump on 550/45/22.5 flotation tyres
- 320 2005 **Jones Engineering** LLT 15 6.4m low loader trailer





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LOT 330



LOT 367



LOT 269



LOT 355



LOT 232



LOT 317



LOT 228



LOT 243



LOT 237



LOT 266



LOT 307



LOT 233



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LOT 355



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LOT 320



LOT 288



LOT 287



LOT 270



LOT 353



LOT 258



LOT 305



LOT 216



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- 321 Spare Lot
- 322 1990 **Ken Wootton** high-lift 8t trailer. Serial No: 8-2883
- 323 2001 **AS Marston** Root 14 trailer with sprung drawbar, hydraulic tailgate and grain chute. Serial Number: 208732
- 324 2007 **AS Marston** RCT 14FT-ADR-50 root crop trailer with sprung drawbar, air and hydraulic brakes, hydraulic tailgate and super single wheels and tyres. Serial No: 213728
- 325 2007 **AS Marston** RCT 14FT-ADR-50 root crop trailer with sprung drawbar, air and hydraulic brakes, hydraulic tailgate and super single wheels and tyres Serial Number: 213729
- 326 2012 **AS Marston** RCT 15FT root trailer with sprung drawbar, air and hydraulic brakes, hydraulic tailgate and super single wheels and tyres. Serial No: 218373
- 327 2012 **AS Marston** RCT 15FT root trailer with sprung drawbar, air and hydraulic brakes, hydraulic tailgate and super single wheels and tyres. Serial No: 218374
- 328-329 Spare Lots

VEHICLES

- 330 **Toyota** Hilux Invincible 3.0 Td double cab pickup. Extended warranty 31/8/19 up to 100,000 miles. Reg No: AU14 RHY. Mileage: 11474
- 331-334 Spare Lots

MATERIALS HANDLERS & ATTACHMENTS

- 335 2012 **Manitou** 741-120 LSU Turbo Comfort Ride Control materials handler with JCB fitting adapter plate, pallet tines, air conditioning and rear hitch. Datatag registered. Reg No: AU61 CXA. Serial Number: 906173. Hours: 1630
- 336 2012 **JCB** 531-70 Agri Super Loadall materials handler with pallet tines and rear hitch. Datatag registered. Extended warranty until 12/8/17 up to 4000hrs. Reg No: AU12 MVM. Serial No: 02084092. Hours: 1630
- 337 2009 **Strimech** X-Form 2.7cu m grain bucket with JCB fittings

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- 338 **Strimech** X-Form manure grab with JCB fittings
- 339 2012 **Gurney Reeve** SBB243 hydraulic driven bucket brush.
Serial No: 27105
- 340 Grain pusher with **JCB** fittings
- 341 Pair pallet tines with **JCB** fittings
- 342 Bale spike with **JCB** fittings
- 343 Forklift work platform
- 344-349 Spare Lots

SPRAYERS

- 350 2009 **Househam** 4000l 24m trailed tracking sprayer, air suspension, stainless steel line and triple nozzles on 380/90R46 wheels and tyres
- 351 2011 **SAM** Vision 4.0 4000ltr 24m self-propelled sprayer with **Trimble** EZ-Steer guidance, stainless steel line, 5 body nozzles, bout marker and **StocksAg** Pro 130 broadcaster on 680/55R26.5 wheels and tyres. Reg No: AU11 BUJ.
Serial No: Vis766. Hours: 5187
- 352 Set 380/85R28 row crop wheels and tyres to suit **SAM** Vision sprayer

TRACTORS & GUIDANCE EQUIPMENT

- 353 1984 **Marshall** 502 2wd tractor. Reg No: A598 LVG.
Serial No: 1657B. Hours: 14104
- 354 1997 **Same** Silver 90 Agrosift 4wd tractor with front linkage on 12.4R28 front and 13.R38 rear wheels and tyres. Reg No: P789 OEX Serial No: 1847. Hours: 6424
- 355 1996 **New Holland Ford** 7740 4wd tractor on 13.6R28 front and 18.4R38 rear. Reg No: N458 GVG. Serial No: 20597B.
Hours: 9850
- 356 2010 **New Holland** T6090 Power Command 4wd tractor on 380/70R28 front and 480/70R38 rear wheels and tyres with air brakes, front linkage and PTO. Datatag registered.
Reg No: AU60 CXO. Serial No: 42543. Hours: 6687
- 357 2010 **New Holland** T6090 Power Command 4wd tractor on 280/85R30 front and 280/90R46 rear wheels and tyres with air brakes, front linkage and PTO. Datatag registered.
Reg No: AU60 CWZ. Serial No: 42572. Hours: 5731



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- 358 2011 **New Holland** T7.200 Auto Command 4wd tractor on 480/70R28 front and 580/70R38 rear wheels and tyres with air brakes, front linkage and PTO. Datatag registered. Reg No: EU11 EWN. Serial No: 01131. Hours: 5835
- 359 2012 **New Holland** T7.210 Auto Command 4wd tractor on 480/70R28 front and 580/70R38 rear wheels and tyres with air brakes, front linkage and PTO. Datatag registered. Reg No: AU12 DYA. Serial No: 08215. Hours: 4457
- 360 2013 **New Holland** T7.210 Auto Command 4wd tractor on 480/70R28 front and 550/70R38 rear wheels and tyres with air brakes, front linkage and PTO. Datatag registered. Extended warranty until 19/11/16 up to 4500 hrs. Reg No: AK63 BCY. Serial No: 19483. Hours: 2472
- 361 2013 **New Holland** T7.210 Auto Command 4wd tractor on 380/85R30 front and 380/90R46 rear wheels and tyres with air brakes, front linkage and PTO. Datatag registered. Extended warranty until 19/11/16 up to 4500 hrs. Reg No: AK63 BCX. Serial No: 19056. Hours: 2138
- 362 2013 **Fendt** 724 Vario Profi Plus 4wd tractor on 540/65R30 front and 650/65R42 rear wheels and tyres with front linkage and PTO. Datatag registered. Extended warranty until 4/1/18 up to 6000 hrs. Reg No: AE62 DYV. Serial No: 737212267. Hours: 4592
- 363 2013 **Fendt** 724 Vario Profi Plus 4wd tractor on 540/65R30 front and 650/65R42 rear wheels and tyres with front linkage and PTO. Datatag registered. Extended warranty until 4/1/18 up to 6000 hrs. Reg No: AE62 DZD. Serial No: 737212254. Hours: 3082
- 364 2012 **Fendt** 936 Profi Plus tractor. Datatag registered. Extended warranty until 19/10/17 up to 6000hrs. Reg No: AE12 ENM. Serial No: 945/23/1316. Hours: 4553
- 365 2014 **Fendt** 936 Profi Plus tractor with Evolution seat. Datatag registered. Extended warranty until 19/5/19 up to 6000hrs. Reg No: AE14 BHP. Serial No: 945/23/2379. Hours: 2257

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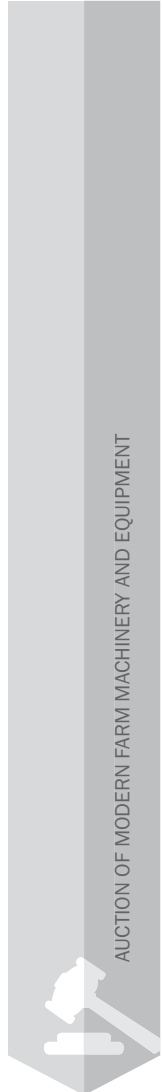
- 366 2012 **Topcon** RTK enabled satellite guidance unit with HiPer Ag tripod mobile base station
- 367 2012 **Topcon** RTK enabled satellite guidance unit with HiPer Ag tripod mobile base station
- 368-369 Spare Lots

COMBINE HARVESTER

- 370 2011 **Claas Lexion** 760TT APS Hybrid combine harvester with straw chopper, chaff spreader, V1050 header and header trailer, single Laser Pilot and **Claas** Cemos management. Fully maintained by Manns under Silver Maxicare Agreement with winter servicing completed January 2016. Silver Maxicare Agreement expires 8/1/17. Reg No: AY11 CLJ. Serial No: C5600073. Engine Hours: 1498. Drum Hours: 1124
- 371 Quantity concave plates for **Claas Lexion** 760
- 372 Quantity header spares for **Claas Lexion** 760
- 373-374 Spare Lots

INCLUDED BY KIND PERMISSION

- 375 2012 **Challenger** MT765C tracked crawler with full set of track weights, front weights and 5 spool valves. Reg No: AE12 ENX. Serial No: AGCC0675HCNCA116-0. Hours: 3601
- 376 Quantity **Renault** tractor weights
- 377-378 Quantity **John Deere** tractor weights
- 379-384 Quantity **John Deere** row crop wheels and tyres
- 385 50 No 1978 Wright Rain 3 inch sprinkler irrigation pipes, 10m.
- 386 **Wright Rain** irrigation reel
- 387 1995 **Briggs** 470m x 100mm irrigation reel
- 388 1995 **Briggs** 470m x 100mm irrigation reel
- 389 1996 **Raintec** Rainmaker 450m x 100mm irrigation reel with rain gun
- 390 1995 **Perrot** 250m x 75mm irrigation reel
- 391 1998 **Perrot** 550m x 110mm irrigation reel with rain gun
- 392 2000 **Perrot** 550m x 110mm irrigation reel with rain gun



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- 393 2004 **Wright Rain** G5 450m x 110mm irrigation reel with rain gun
- 394 2004 **Wright Rain** G5 450m x 110mm irrigation reel with rain gun
- 395 2004 **Wright Rain** G5 450m x 110mm irrigation reel with rain gun
- 396 2011 **Irrimec** ST6 450m x 110m irrigation reel with rain gun
- 397 2011 **Irrimec** ST6 450m x 110m irrigation reel with rain gun
- 398 2011 **Briggs** R64 irrigation boom with end and centre rain guns
- 399 2011 **Briggs** R64 irrigation boom with end and centre rain guns
- 400 1983 Diesel generator set with **Cummins** engine
- 401 **Newage Engineering** 50kva diesel generator set
- 402 Ex irrigation pump **Cummins** 6 cyl engine on wheels and chassis
- 403 1995 Irrigation pumpset with **Perkins** 6cyl diesel engine and **Caprari** 2 stage pump
- 404 1995 **Chafer** 1000ltr front mounted fertiliser tank
- 405 Farm made wheeling cultivator
- 406 **Accord** Pneumatic DL 3 bed cover crop drill
- 407 **Ferrag Accord** Miniair 5 3 bed precision red beet drill, 10 rows per bed
- 408 2004 **Lemken** Europol 9 6 furrow reversible manual variwidth plough with slatted mouldboards and press arm
- 409 2004 **Lemken** 6 furrow trailed press
- 410 **TWB** 5 leg subsoiler with packer roller and springtines.
- 411 Farm made 3m Terradisc stubble cultivator with Flexicoil roller
- 412 1998 **Lely** 4m power harrow with **Lely** Polymat combination drill
- 413 **Accord** front mounted 800kg drill seed hopper
- 414 1997 **Twose** 12.4m folding Cambridge rolls
- 415 1995 **Benedict** front mounted topper with auger discharge
- 416 1997 **Jones Engineering** rear mouted rubber flail topper.
- 417 2004 **Baselier** LKB550 triple bed front or rear mounted topper with end tow kit
- 418 1995 **Chafer** 2000ltr stainless steel fuel bowser
- 419 1995 **Chafer** 2000ltr stainless steel fuel bowser
- 420 1999 **Larrington** 15t trailer with sprung drawbar, hydraulic tailgate, air brakes, front window and side door

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- 421 1999 **Larrington** 15t trailer with sprung drawbar, hydraulic tailgate, air brakes, front window, side door and rollover sheet
- 422 1987 **Simon** self-propelled share lift parsnip harvester
- 423 1997 **Simon** self-propelled top lift carrot harvester
- 424 1981 **Amac** Benedict trailed onion harvester
- 425 1999 **Amac** AXL2 trailed onion harvester with wheel drive kit
- 426 1997 **Grimme** Variant DL1700 trailed carrot harvester with hedgehog cleaner and wheel drive kit. Serial No 990
- 427 1998 **Standen** Vision trailed onion harvester with 36mm main web, roller table and wheel drive kit
- 428 1999 **Standen** Vision trailed onion windrower with 36mm main web and roller table
- 429 2005 **Standen** Vision XS trailed onion harvester with 36mm main web, roller table and wheel drive kit
- 430 2008 **John Deere** 6930 Premium Autopower TLS 4wd tractor. Registration No: AU58 BHE. Serial No: 590377. Hours: 12597
- 431 2008 **John Deere** 6930 Premium Autopower TLS 4wd tractor with front linkage and PTO. Registration No: AU58 BFL. Serial No: 590222 Hours: 8470
- 432 2010 **John Deere** 6930 Premium Autopower TLS 4wd tractor. Registration No: AU10 BWM. Serial No: 632121 Hours: 8523

END OF SALE





CONDITIONS OF SALE FOR MACHINERY SALE BY AUCTION

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

All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.

- (i) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment; Caution should be exercised at all times and children must be fully supervised at all times.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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 of 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



29TH JANUARY 2016

National Collective Timed Online Machinery Auction of Modern Equipment and Associated Equipment.

Bidding ends Monday 8th February 2016 at 7pm.

Viewing available by Appointment.

Contact: Elizabeth Allen 01775 717894

Simon Wearmouth 01603 629871

Email: onlineauctions@brown-co.com

10TH JUNE 2016

National Collective Timed Online Machinery Auction of Modern Equipment and Associated Equipment.

Bidding ends Monday 20th June 2016 at 7pm.

Viewing available by Appointment.

Contact: Elizabeth Allen 01775 717894

Simon Wearmouth 01603 629871

Email: onlineauctions@brown-co.com

BROWN&CO MACHINERY AUCTIONS



The on-site auction remains a popular way of disposing of farm plant and machinery, quickly, efficiently and with complete transparency.

From the commencement of the sale catalogue to the clearance of the site following the sale the whole process can be undertaken in 4-6 weeks. It also retains the sense of occasion for those who are retiring from the industry. With regular auctions across the country our dedicated team of auctioneers work closely with sellers and buyers to ensure a successful outcome. We promote auctions to our regular buyers database. Using this and our extensive auctioneering knowledge we are able to provide an efficient effective service to both sellers and buyers.

As well as private individuals we have conducted on-site sales on behalf of Insolvency Practitioners, Local Authorities and Statutory bodies and are able to tailor our services accordingly to meet our clients' needs.

Our experience and knowledge ensures sale proceeds are maximised and the whole auction is conducted in an efficient way. Our commission charges are flexible and competitive, and we account promptly with the auction proceeds.

Our clients use us because:

- We are a trusted firm with competitive fees
- We provide effective national marketing via all medias
- We hold a large database of UK and European buyers
- We are a professional and experienced auctions team
- We provide accurate, efficient auction day accounting
- We ensure prompt payment of funds to sellers
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Brown&Co Auctioneer's Office:

Acre House, 70c High Street, Huntingdon,
Cambridgeshire, PE29 3DJ

General Enquiries: 01480 432220

Viewing Day and Sale Day Enquiries: 07768 642222

Email: chris.purllant@brown-co.com



BROWN & CO

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EXPERT AUCTIONEERS OF MODERN FARM MACHINERY AND EQUIPMENT



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