



AUCTION
CATALOGUE

SALE BY AUCTION OF MODERN FARM MACHINERY AND LIVESTOCK EQUIPMENT



Thursday 15th September 2016 at 10.30am
at Elms Farm
Costock, Loughborough
Leicestershire
LE12 6XA

BROWN & CO

Residential. Commercial. Agricultural.
brown-co.com



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On instructions from C.K. & J.S. Brown t/a Elms Farm

**AUCTION OF
WELL-MAINTAINED MODERN TRACTORS,
MATERIALS HANDLER, VEHICLES, LIVESTOCK AND
GRASSLAND IMPLEMENTS AND EQUIPMENT**



Thursday 15th September 2016
commencing 10.30am prompt
Elms Farms, Costock, Loughborough,
Leicestershire, LE12 6XA

Viewing: 10:00am until 4:00pm on Wednesday 14th September 2016
and on the morning of the sale from 8:00am only.

Brown & Co Auctioneer's Office

The Old Bakery, 4 Norman Way, Melton Mowbray
Leicestershire, LE13 1JE

General Enquiries – 01664 502 120

Viewing Day and Sale Day Enquiries – 079190 15675

Email – george.watchorn@brown-co.com

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PURCHASERS PLEASE NOTE:

LOCATION – The sale ground is located off Leake Road in Costock, Loughborough, Leicestershire. From Rempstone take the Loughborough Road directly into Costock, take the first left turning onto Main Street proceeding out of the village onto Leake Road, on leaving the village take the next left after Bars Hill onto the sale ground. From East Leake pick up Main Street heading east towards Costock Road proceeding out of the village past the playing field on the left hand side, continue onto Costock Road until the village. The sale ground will be signposted on the viewing and sale day.

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

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

PAYMENT - All lots become the sole risk of the purchaser at the fall of the hammer. The property in a lot purchased shall not pass to the purchaser or be removed until payment has been cleared of the full purchase price (including VAT) to the auctioneers. All lots must be paid for on the day of the sale.

Purchasers unknown to the auctioneers wishing to pay by cheque 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, date and the amount up to which their cheque will be honoured.

REMOVAL OF LOTS - No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed Friday 23rd September 2016.

LOADING FACILITIES - Loading facilities will be available on the sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Vendors. Any lots remaining after Friday 23rd September 2016 will be re-sold (see section 11 of the Conditions of Sale). The Auctioneers and Vendor will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and all purchasers 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 purchasers 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 purchasers 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 stylized, serif font with a decorative flourish on the 'o' in 'Co'. The logo is set against a dark background.

ENGINE HOURS - Neither the vendors 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 – Wednesday 14th September 2016 and on the morning of the sale from 8am.

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

1. Be dealt with under the requirements set out of HM Customs and Excise publications:
 - a) VAT Notice 703 dated April 2014 – Export of goods from the United Kingdom.
 - b) VAT Notice 712 dated January 2014 – The Single Market.
 - c) VAT Information Sheet 2/00 dated May 2000 – Exports and Removals: Conditions for zero rating
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:

- a) The buyer provides Brown & Co with their VAT/FISCAL NUMBER (which will be verified with UK Customs & Excise) at the time of purchase.
- b) The goods are removed from the United Kingdom within three months from the time of supply (the date of auction).
- c) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from the United Kingdom.

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



SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

MISCELLANEOUS EQUIPMENT & SPARES

- 1 Quantity of scrap metal
- 2 Quantity of ringed timber
- 3 Quantity of chairs
- 4-7 Quantity of ladders
- 8-10 Quantity of wooden gates
- 11-12 Stillage
- 13-15 Quantity of sack barrows
- 16 Quantity of funnels
- 17 Quantity of oil jugs
- 18-22 Quantity of excess oils
- 23 Quantity of filters
- 24-25 Quantity of jerry cans
- 26 Quantity of fuel cans
- 27 Diesel tank
- 28 Quantity of tool boxes
- 29 Big bottles
- 30-33 Quantity of drill bits
- 34 Quantity of spanners



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- 35 Quantity of **Whitworth** spanners
- 36 Block and tackle chain
- 37 Quantity of chains
- 38 Quantity of PTOs
- 39 Chop saw
- 40 Angle grinder
- 41 Bench grinder
- 42 Quantity jump leads
- 43 Quantity of grease guns
- 44-45 Quantity of electric grease guns
- 46 Quantity of battery chargers (2) (spares)
- 47-49 Quantity of bird crates (2)
- 50 Quantity of barbed wire
- 51 Quantity of welding rods
- 52 Quantity steel sheeting
- 53 Quantity of ferret boxes (2)
- 54-56 Quantity of tree guards
- 57-62 Quantity of saddle racks (6)
- 63-67 Quantity of parts and tools
- 68 Weigh scales – young livestock and metal.

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 69 Bottle jack
- 70 Quantity of springs for feeders
- 71 Quantity of ducting
- 72 Air fan 4"
- 73 Auger 8 ft
- 74-75 Quantity of axle stands
- 76 Wooden trolley
- 77 Trolley jack
- 78 Heat sealer
- 79 Hand held seeder
- 80 Homemade game carrier for ATV
- 81 **Clarke** power washer
- 82 Quantity water pipe
- 83 Flue pipe
- 84 Quantity of steel cable
- 85 Quantity of **BT** cable EMC XM28
- 86 Quantity of old mining lamps
- 87 Quantity of **Portaquip** heaters
- 88 Quantity of flashing beacons
- 89 Quantity of electric lighting



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- 90 Quantity of sodium lights
- 91 Quantity of spot/sporting lamps
- 92-96 Quantity of work lights
- 97 **Evans & Pearce** slug pelleter
- 98 Quantity ATV tyres on rims
- 99 **MF590** tool box side fit
- 100 **MF** top links (2)
- 101 Airless sprayer and tools
- 102 Laser level
- 103 Small compressor
- 104 **Ryobi** electric leaf blower RESv1000
- 105 **Centurion** Prisma 37 leaf sucker
- 106 **Mountfield** M4 power-drive mower
- 107 **John Deere** R52VE lawn mower (very little use)
- 108 Chainsaw & strimmer spares
- 109 Vintage chainsaw
- 110 **Stihl** M5250 chainsaw
- 111 Spare door for **Ifor Williams** canopy
- 112 Pallet Truck
- 113 **Oxdale** log splitter

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





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- 114 3 phase donkey saw
- 115-116 Quantity of intermediate bulk containers
- 117 20ft metal container
- 118 Dalesman 34 mobile home
- 119-130 Spare lots

LIVESTOCK EQUIPMENT

- 131 Quantity of batteries
- 132-133 Quantity of electric fencing units
- 134 Quantity of used chicken wire fencing
- 135 Quantity of wire rolls
- 136 ATV **Rappa** electric fence system
- 137 Quantity of electric fencing wire rolls
- 138-139 Quantity of electric fence posts
- 140 Quantity of electric fence metal corner posts
- 141 **Rappa** electric fence system (spares)
- 142 **Tru-Test** reader
- 143 Quantity of sheep equipment
- 144-148 Quantity of new concrete cattle water trough
- 149-150 Quantity of lamb creep feeders



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- 151 Quantity of feed troughs
- 152-160 Quantity of 4m galvanised steel feed troughs (2)
- 161-163 Quantity of 4.5m galvanised steel feed troughs (2)
- 164-165 Quantity of game feeders
- 166-167 Quantity of cattle ring feeders
- 168-170 Quantity of sheep ring feeders
- 171 Quantity of gates
- 172-186 Quantity of steel livestock hurdles (4)
- 187 Cattle crush
- 188 **Portequip** calf creep feeder
- 189 **Portequip** cattle feed trailer
- 190-210 Spare lots

TRAILERS

- 211 **Brooks and Newark** grain trailer
- 212 **Massey Ferguson** single axle trailer
- 213 **Weeks** single axle trailer
- 214 20ft bale trailer, single axle
- 215 40ft bale trailer, tandem axle with bogie,
hydraulic brakes
- 216-224 Spare lots

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IMPLEMENTS AND EQUIPMENT

- 225 Front weight block
- 226 **Howse** post hole borer
- 227 **Cedac** spray tank 200l
- 228 1000l water bowser
- 229 Tow mow deck with **Kawasaki** FC290V engine
- 230 Cambridge rolls
- 231 3m zig-zag Harrows with 'A' frame
- 232 **Lemken** 3 furrow reversible plough.
Serial No: RLC20977
- 233 2008 **Wrag** Post Driver Powerswing Commander
X.BR
- 234 2010 **Opico** 6m grass harrow with Air 8 seeder
- 235 Water pipe burier
- 236 2006 **Kuhn** FC283 mower conditioner
- 237 Quantity spares for **Kuhn** FC283 mower
- 238 2012 **Kuhn** Primor 3570m bale bedder/feeder
Serial No: PR135701c0361
- 239 Quantity of spares for **Kuhn** Primor 3570m bale
bedder/feeder
- 240-250 Spare lots



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VEHICLES

- 251 2011 **Honda** 420 Fourtrax ES quad bike.
Reg No: FJ61 BXO
Mileage: 5,767 Km
- 252 1987 **Land Rover** Defender 90 pickup.
Serial No: 147528.
Reg No: E974 TAG.
Mileage No: 147,680
- 253-260 Spare lots

MATERIALS HANDLER & ATTACHMENTS

- 260 **Claas** Scorpion 6030 CP, 3m extendable
reaching boom with pallet tines, pick-up hitch,
air conditioning.
Serial No: 11136494.
Reg No: YJ13 KZW.
Hours: 1,378
- 261 **Cherry Products** bucket 7 ft
- 262 2008 **Strimech** muck grab
- 263 **Browns** Universal bale grab
- 264 Open fronted skip with **Claas Scorpion** adapter
plate

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT





SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 265 Bale spike
- 266 Man platform (not tested)
- 267 **Quickfencer** with **Class Scorpion** adapter plate
- 268-270 Spare lots

TRACTORS

- 271 2011 **Claas** Axos 330, 4wd tractor with pick up hitch and air conditioning.
Serial No:U074558U
Reg No: FX61 FNU
Hours: 1,400

- 272 2015 **Claas** Axos 340, 4wd tractor with Class FL100 loader with adapter bracket, pick up hitch and air conditioning.
Serial No:U235620Y
Reg No: FX15 AUT
Hours: 305

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



ADDITIONAL ENTRIES WELCOMED SUBJECT TO SPACE



CONDITIONS OF SALE FOR MACHINERY SALE BY AUCTION

1 DEFINITIONS

- (i) In these Conditions the following terms have the following meanings unless inconsistent with the context:
"Auctioneers" means Brown & Co – Property and Business Consultants LLP, C.R.N. OC302092 whose registered office address is at Granta Hall, 6 Finkin Street, Grantham NG31 6QZ;
"Buyers Premium" means the premium charged to the Purchaser on purchase of Lots;
"Conditions" means the standard terms and Conditions of business set out in this document;
"Lots" means all or any machinery and other items sold or intended to be sold in accordance with these Conditions;
"Purchaser" means a person, firm or company who purchase any Lot;
"Vendor" means a person, firm or company who puts forward any Lot intended to be sold at the sale;
"Sale" means a sale of the Lots by auction from time to time organized by the auctioneers;
"Saleground" means the venue at which the sale takes place;
"Hammer Price" means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; and
"Reserve Price" means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.
- (ii) Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

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

3 HEALTH AND SAFETY

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

4 AUCTIONEERS STATUS

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

5 LIMITATION OF LIABILITY

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

6 WARRANTY DECISIONS

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

7 RESERVATIONS

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

8 CATALOGUES AND ADVERTISEMENTS

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

9 RESERVE PRICE AND BIDDING

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

10 PAYMENT

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

11 RESPONSIBILITY FOR LOTS

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

12 RESERVATION OF TITLE

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

13 BUYER'S PREMIUM

There will be no buyers premium payable on the Hammer Price of each lot.

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 or any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
- (ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to clause 15(v) to clause 15(vii) inclusive set out below.
- (iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".
- (iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers shall have no responsibility for the safe use of the item.
- (v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.
- (vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.
- (vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under

Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

16 COMPLIANCE WITH ROAD TRAFFIC ACTS

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

17 ACCEPTANCE AND DEFECTIVE LOTS

- (i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the Lots.
- (ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:
 - (a) in the case of a defect that is apparent on normal visual inspection, no later than 12:00 noon on the third working day following the sale date; and
 - (b) in the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent.
 - (c) return the Lot to the Saleground (or other such location as notified to the Purchaser by the Auctioneers) with seven days of the Purchaser's notice; and
 - (d) within seven days of the Auctioneer's request, provide a competent engineer's report setting out full details of the alleged defect.
- (iii) The Purchaser's rights under clause 18 shall not apply if:
 - (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
 - (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;
 - (c) the Purchaser alters or repairs those Lots;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

18 RESALE DUE TO FAILURE OF COMPLIANCE

- (i) On failure of compliance with the conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.
- (ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.
- (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

19 AUCTIONEERS' RIGHT TO ANNUL SALES

- (i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.
- (ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially the Auctioneers' staff, will not be tolerated.

20 REMOVAL OF LOTS FROM SALEGROUND

- (i) All Lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' offices. All Lots must be checked out by a representative of the Auctioneers.
- (ii) All Lots purchased must be cleared from the Saleground within seven days of the date of the Sale in which they were purchased.
- (iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Saleground for longer than the times specified in clause 20(ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Saleground.

21 THIRD PARTY RIGHTS

A person who is not a party to a contractual relationship under these Conditions, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22 ENTIRE AGREEMENT

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

23 SEVERANCE

- (i) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.
- (ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 APPLICABLE LAW

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.

FORTHCOMING AUCTIONS



22ND SEPTEMBER 2016

Sale by Auction of Combine, Tractor, JCB Loadall, Implements and General Farm Equipment at South View, Pidley, Huntingdon, Cambridgeshire, PE28 3DG

Contact: Michael Alexander 01480 432220

Jon Clampin 01480 432220

Email: michael.alexander@brown-co.com or jon.clampin@brown-co.com

30TH SEPTEMBER 2016

Major Dispersal Sale of Case IH Crawlers, John Deere Tractors, Claas Combine and Large Scale Cultivation Equipment at Orgarth Hill Farm, Tathwell, Louth, Lincolnshire, LN11 9SU

Contact: Chris Purlant 07768 642222

Charlie Bryant 07968 760788

John Smithson-Whitehead 07768 646073

Email: chris.purlant@brown-co.com

6TH OCTOBER 2016

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

Contact: George Watchorn 07919 015675

Email: george.watchorn@brown-co.com

14TH OCTOBER 2016

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

Bidding ends Monday 24th October 2016 at 12 Noon.

Viewing available by appointment.

Contact: Elizabeth Allen 01775 717894

Simon Wearmouth 01603 629871

Email: onlineauctions@brown-co.com

20TH OCTOBER 2016

Sale by Auction of Tractors, Implements and General Farm Equipment at Mount Pleasant, Hose, Melton Mowbray, Leicestershire, LE14 4JX

Contact: George Watchorn 07919 015675

Email: george.watchorn@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.



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EXPERT AUCTIONEERS OF FARM MACHINERY AND EQUIPMENT



LOT 188



LOT 172



LOT 118



LOT 234



LOT 235



LOT 267



LOT 144



LOT 215

Brown & Co Auctioneer's Office

The Old Bakery, 4 Norman Way, Melton Mowbray
Leicestershire, LE13 1JE

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Viewing Day and Sale Day Enquiries – 079190 15675

Email – george.watchorn@brown-co.com

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