

# BROWN & CO

## SALE BY AUCTION OF FARM MACHINERY, IMPLEMENTS, STRAW AND FODDER



LOT: 448



LOT: 447



LOT: 446



LOT: 442



LOT: 440



LOT: 416



LOT: 429



LOT: 430

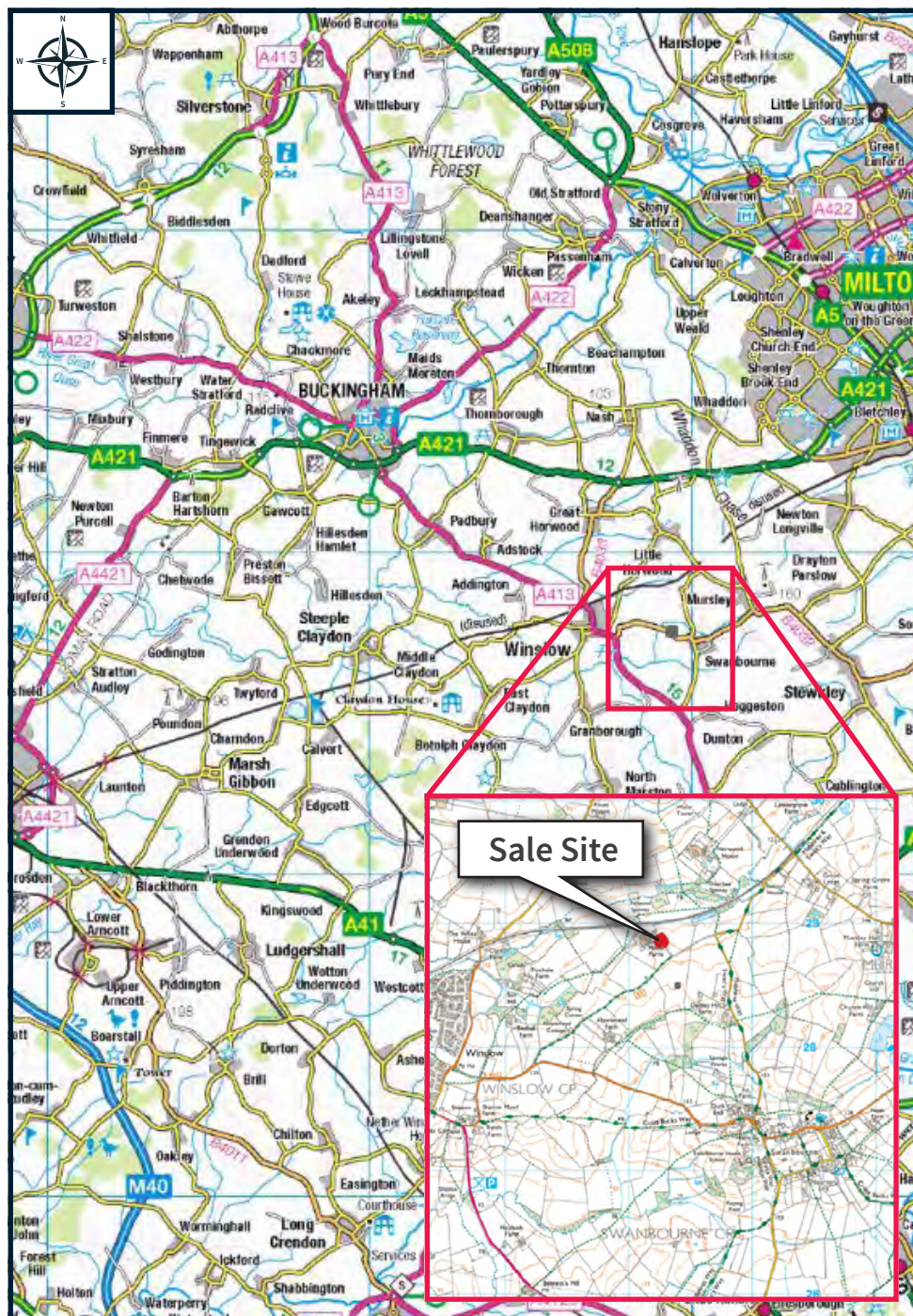
Saturday 7th October 2023 at 10.30am  
Moco Farm, Station Road, Swanbourne,  
Milton Keynes, MK17 0SS

**BidSpotter**  
co.uk

**i-bidder.com**

**BROWN & CO**

Property and Business Consultants



On instructions from A Seymour & Sons

## **AUCTION OF FARM MACHINERY, IMPLEMENTS, STRAW AND FODDER**

**Saturday 7th October 2023**

**Commencing 10.30am prompt  
Moco Farm, Station Road, Swanbourne,  
Milton Keynes, MK17 0SS**

**Viewing: 10.30am until 3pm on Friday 6th October 2023  
and on the morning of the sale from 8am only**



**Tom Birks**  
Banbury  
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07919 015677



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Banbury  
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Please note that this Catalogue is subject to change,  
for an up-to date lot list please visit [brown-co.com](http://brown-co.com)

# Purchasers Please Note

## LOCATION

When approaching from the M40, exit at junction 10 and take the A43 north towards Brackley. After 3.7 miles, at the roundabout take the third exit on to the A421 towards Buckingham. Continue on the A421 around Buckingham and follow sign towards Milton Keynes at the numerous roundabouts.

After approximately 14.0 miles on the A421, take a right hand turn signed posted towards Little Horwood and Horwood House. After 550m, at the T-junction, turn right towards Little Horwood. Follow the road in to the village of Little Horwood and shortly after you pass the Shoulder of Mutton pub on your left hand side, take the left hand turn towards Mursley and Leighton Buzzard. Continue along the road for 1.1 miles and immediately after crossing the railway bridge, take the left hand turn to Swanbourne. After a further 0.6 miles, on a left hand bend, the entrance to the farm is on your right, sign posted "Moco Farm". You will find the sale site down the farm drive on the right hand side.

When approaching from the M1, exit at Junction 13 and follow the A421 towards Buckingham. Continue on the A421 through Milton Keynes. Upon exiting the Tattenhoe Roundabout on the edge of Milton Keynes, continue on the A421 towards Buckingham for 2.9 miles before taking the left hand turn to Little Horwood and Horwood House. From this point you can follow the directions as above.

**The nearest postcode for the sale site is MK17 0SS**

**What3Words: budget.consoles.checked**

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 DETAILS

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 upon the receipt of the invoice sent by the auctioneers and within 1 week of the sale date. In order to comply with Money Laundering Regulations 2017, 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.

## CARD PAYMENTS

We are able to accept VISA Debit Cards only. Payments by Credit Card are not acceptable.

## 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.

## REMOVAL OF LOTS

No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by Friday 13th October 2023. The silage and hay may be able to be left for a longer period subject to agreement with the seller (the buyer to insure on the fall of the hammer).

## 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 Friday



## Purchasers Please Note

13th October 2023 will be re-sold (see section 12 of the Conditions of Sale).

The Auctioneers and Seller will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and **all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.**

Vehicles entering the sale ground for loading must operate below a 5mph speed limit and move with caution.

### BUYER'S FACILITIES

All potential Buyers are requested to register with the Auctioneers and complete a Buyer's Number Slip and be allocated a Buyer's Number. Bids may not be accepted without a Buyer's Number.

### BUYER'S PREMIUM

A Buyer's Premium of 3% of the hammer price is payable on all lots. This is subject to VAT @ 20%.

### ONLINE BIDDING

Live online bidding will be available at this sale via [bid.brown-co.com](http://bid.brown-co.com), [i-bidder.com](http://i-bidder.com) or [bidspotter.co.uk](http://bidspotter.co.uk). A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through [bid.brown-co.com](http://bid.brown-co.com) [i-bidder.com](http://i-bidder.com) or [bidspotter.co.uk](http://bidspotter.co.uk). We recommend that registration for online bidding is made before the day of the sale.

Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

### VAT

VAT will be payable on all lots in addition to the hammer price at the standard rate.

### CONDITIONS

The sale will be conducted under our standard Conditions of Sale reproduced in this catalogue. All prospective Buyers should ensure that they have read and understood those Conditions. The act of bidding will be taken as acceptance of them.

### REFRESHMENTS

These will be available on the sale day.

### COMMISSIONS

The Auctioneers will be pleased to take written commission bids prior to the sale. Forms are available on request.

### ENGINE HOURS

Neither the Sellers nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

### INSPECTION OF EQUIPMENT

No powered machinery or equipment may be started without the prior approval of a Brown & Co representative.

### FORTHCOMING SALES

If you wish to receive catalogues of future sales, please leave your name and full address at our pay office.

### CATALOGUE ENTRIES

Whilst every attempt is made to ensure that the descriptions are accurate, no guarantees are either given or implied. Buyers should be aware that from time to time, lots are withdrawn and other lots added. Please contact the auctioneers prior to the sale to ensure that the machinery has been delivered onto the sale ground.

### VIEWING

Friday 6th October 2023 from 10.30am - 3.00pm and on the morning of the sale from 8am.

## Purchasers Please Note

### 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 January 2021 – Good exported from the UK from January 2021.
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
  - a) The goods are removed from Great Britain within three months from the time of supply (the date of auction).
  - b) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from Great Britain within three months of the auction date.

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

Upon receipt of cleared funds the Purchaser at auction takes ownership of the goods and goods will not leave a vendors premises until this is the case.

The Purchaser or their agent will be responsible for removing the goods from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

Neither Brown & Co or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent.

Further Guidance is available here for goods leaving the United Kingdom:

**<https://www.gov.uk/check-customs-declaration>**

# Sale by Auction

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## WORKSHOP EQUIPMENT & MISCELLANEOUS

- 1-300 To Include:  
Workshop equipment and tools  
Qty of scaffold poles and clips  
Compressors  
Hydraulic jacks  
Qty of bird scarers  
Top links and tractor spares  
Wooden gates  
Oil tanks  
Petrol post hole borer  
Wooden turning lathe  
Wooden work bench  
Hydraulic press  
Strimmer  
Qty of logs  
**Teagle** hay fan  
Qty of livestock equipment  
Bricks and building materials  
Qty of treated round 100mm fence posts  
Qty of treated round wooden strainer posts  
Qty of galvanised wire stock-netting.  
Qty of steel motorway barrier sections  
Qty of reinforced concrete 15' panels

## FORAGE AND CONSUMABLES

- 301-316 Qty of 2023 round 4' **McHale** baled, 6-layer wrapped grass silage (all made late May or June) – approx. 500 bales. To be sold in lots of approx 50 bales.  
317-321 Qty of 2023 large square 6-string, meadow hay – approx. 90 bales. To be sold in lots of approx 25 bales or less.  
322-324 Qty of 2023 round straw bales - approx 60 bales. To be sold in appropriate lots.  
325 Qty of molasses in IBC container  
326-327 Spare lots

## Sale by Auction

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### LIVESTOCK EQUIPMENT

- 328        **Dari-Kool** stainless steel 5000 litres bulk tank
- 329-331   Quantity of wooden poultry houses
- 332        Cow 10' plastic foot-bath
- 333        Gale breaker 16'6" width on roller
- 334-338   Qty of 8' x 4' sections blue wall liners
- 339        Tombstone feeder
- 340-349   Qty of galvanised gates
- 350-359   Qty of wooden 5-bar gates
- 360        Self-locking galvanised feed barrier
- 361-365   Qty of square cattle feeders
- 366-375   Qty of galvanised round cattle feeders
- 376-385   Qty of feed barriers
- 386-395   Qty of water troughs and drinkers
- 396        **Power Cow Cradle** - cow lifting cradle
- 397        PTO driven water pump on 3 point linkage
- 398        **Major** PTO driven saw bench
- 399        PTO generator
- 400        Metal cattle crush
- 401        **Fraser** roller mill
- 402-408   Spare lots

### IMPLEMENTS AND MACHINERY

- 409        Mole plough (c/w new leg)
- 410        3m spring-tine harrows
- 411        3-furrow potato ridger
- 412        **Coopers** 5m heavy-duty cultivator c/w manual folding arms
- 413        **Coopers** 3m heavy-duty cultivator
- 414        3m spring-tine harrows
- 415        **Einbock** 5m grassland harrows
- 416        **Browns** 2.8m flail topper, PTO driven, linkage mounted
- 417        **Amazon** ZA-M compact twin-disc fertiliser spreader (1200 kgs)
- 418        **Lely** sprayer c/w 12m booms
- 419        **Kilworth** post rammer
- 420        Flat-8 bale grab c/w **Quicke** brackets



## Sale by Auction

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- 421 Flat-8 bale grab c/w pin and cone attachments
- 422 Bale spike c/w **Quicke** fittings
- 423 Loader adaptor – pin and cone to **Quicke**
- 424 **Dowdeswell** 3+1 furrow reversible plough
- 425 **Dowdeswell** 5 furrow reversible plough
- 426 **Lawrence Edwards** 3000 Combi-cultivator
- 427 **Kidd** 8ft flat roll
- 428 **Vaderstad** 6m hydraulic folding rolls. NB: slight leak on center ram
- 429 **Accord** 4m Air-drill c/w manual folding arms and tram line kit
- 430 **Abbey** slurry tanker, single axle
- 431-435 Spare lots

## TRAILERS

- 436 **Logic** trailer
- 437 **Ifor Williams** twin-axle livestock trailer
- 438 Articulated 32ft bale trailer – c/w lights and brakes on 385/65R22.5 wheels and tyres
- 439 Articulated 28ft bale trailer c/w lights on 385/65R22.5 wheels and tyres
- 440 Single axle hydraulic tipping grain trailer on 11.5/80-15.3 wheels and tyres
- 441 **Salop** twin-axle hydraulic tipping trailer (in need of repair) on 12.5/80-15.3 wheels and tyres
- 442 1993 **Richard Western** 13 tonne grain trailer, hydraulic tail gate on 15.0/70-18 wheels and tyres.
- 443-445 Spare lots

## TRACTORS

- 446 1987 **Case** 685XL, 2wd Reg: E41 YWJ Hours: Unknown
- 447 1992 **John Deere** 2850 Power Synchron, 4wd, Reg: K530 HCL Hours: Unknown. Rear tyres- 13.6R38, Front tyres- 320/85R28
- 448 2019 **John Deere** 6155R, 4wd, Auto Quad, 40kph, front axle suspension, Greenstar ready and passenger seat, Reg: OE19 UEY Hours: 2564 NB: Warranty remaining. Rear tyres- 650/65R38, Front tyres- 540/65R28
- 449-452 Spare lots

## Sale by Auction

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### INCLUDED BY KIND PERMISSION

#### **Mrs C A Burnell, Ludgershall (No VAT)**

- 453 **Salop** single axle tipping trailer with wooden upholstery
- 454 **Alfa-Laval** milking bail
- 455 **Alfa-Laval** milking bail
- 456 Feed barrow
- 457-460 Spare lots

#### **Mr Roger King, Mursley (No VAT)**

- 461 **Lister** petrol stationary engine on 2-wheel trolley
- 462 **Lister** petrol stationary engine on 4-wheel trolley c/w pump
- 463-465 **Lister** petrol stationary engine
- 466 **Lister** diesel stationary engine – air cooled
- 467 **E & H Roberts Ltd.**, Deanshanger metal sawbench c/w spare blades
- 468 Qty of miscellaneous spares etc
- 469-474 Spare lots

#### **F J Wallis, Buckingham**

- 475 **Michael Moore's** mole plough
- 476 Qty of spares for **Moore's** mole plough
- 477 **Blench** 2-leg subsoiler
- 478 **Howard** 3-leg paraplow
- 479 **Howard** 4-leg paraplow
- 480-481 Qty of spares for paraplow
- 482 Qty of **Dowdeswell** spares
- 483 Qty of **Simba** press rings (approx. 25(no))
- 484 **Kongsilde** 4m cultivator c/w manual folding arms
- 485 **Kuhn** combination 4m power harrow c/w **Accord** drill and **Reekie** harrows;  
including stand for drill and bout markers
- 486 **Edlington** 6.3m hydraulic folding rolls
- 487 2-wheel diesel (200 gallons) bowser c/w **Honda** petrol engine
- 488 Front grain pusher
- 489 **Martin Lishman** grain fan with single phase electric motor c/w 4No grain  
aerators with galvanised ducting
- 490 Harvest LPG fired automatic constant humidity controller
- 491 3No bird scarers
- 492 3No bird scarers

## Sale by Auction

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- 493 2No bird scarers
- 494 **Ifor Williams** aluminium tilt (to fit **Mitsubishi** L200 double cab truck)
- 495 Pair of **Terra** tyres (66 x 43) c/w Ford centers
- 496 Pair of **Stocks** dual wheels (16.9 x 26) c/w clamps
- 497 Pair of dual wheels (16.9 x 38) c/w clamps
- 498 Pair of dual wheels (18.4 x 38) c/w clamps
- 499-504 Spare lots

### **The Greensand Trust, Haynes West End**

- 505 **ProTech** PS200 post knocker with Rock Spike. Rock Spike 1yr old, all new hydraulic pipes 4 months ago.
- 506 **Fimco** boom sprayer – (never been used)
- 507 **Mountain Press** MP550 good condition, hardly used. For BCS
- 508 **John Deere** MINI tractor X748 with mower and collector REG: KE07 EPK
- 509-514 Spare lots

### **D Marsden, Great Horwood**

- 515 **Vicon** 802 fertiliser spreader
- 516 **Browns** Flat 8 bale sledge
- 517 **Kuhn** flail topper 3.2 metre cut
- 518 Cattle feed trough
- 519-524 Spare lots

### **JN & SP Hanson, Singleborough**

- 525 **Browns** Flat 8 bale grab
- 526 Heavy duty galvanised steel 14ft barn door
- 527 7No heavy duty cattle barriers
- 528-534 Spare lots

### **Swanbourne Estate, Swanbourne Estate Office, Swanbourne, Milton Keynes**

- 535 Qty of hay racks
- 536 Qty of creep feeders
- 537 Bale trailer
- 538 Bale trailer
- 539 **Rappa** fencing trailer with electrical fencing equipment
- 540 Weighing crate and scales
- 541 Qty of pedestrian barriers
- 542 **Kuhn** Megant 600 drill, 6m
- 543-549 Spare lots

## Sale by Auction

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### **Mrs Christine Busby, Grendon Underwood**

- 550 **Kubota** ME9000 4wd tractor c/w **Quicke** Q490 loader REG: KE06 LBG.  
Hours: Unknown
- 551 **X-Form**, front bucket c/w **Quicke** brackets
- 552 **McHale** front mounted silage grab c/w **Quicke** brackets
- 553 Muck grab c/w **Quicke** bracket
- 554 Double bale spike c/w **Quicke** brackets - spares and repairs
- 555 **Ford** 4000 2wd tractor c/w loader - spares and repairs
- 556 **Ford** 4000 2wd tractor
- 557 **Ford** 4000 2wd tractor - spares and repairs
- 558 Set of chain harrows
- 559 Flat roll, 8ft
- 560 **PZ** Haybob
- 561 **New Holland** 376 Hayliner baler (conventional)
- 562 **IAE** mounted galvinised cattle crush
- 563 Metal de-horning crate
- 564 3No metal yard gates
- 565 **Watson** mounted calf creep feeder
- 566-574 Spare lots

### **Stewart Critchlow, Winslow**

- 575 1960 **Fordson** Power Major
- 576 1955 **Ferguson** TEF-20
- 577 3 ton tipping trailer c/w new boards
- 578 **W Bateman** Co Sellarc 150 ibs compressor
- 579 Blacksmiths leg vice
- 580 Assorted lifting chains
- 581-584 Spare lots

### **Mr SK Grace, Whaddon**

- 585 **Joskin** topper 9'
- 586 **Tarrup** mower
- 587 Grass tedder
- 588 Artic trailer

Notes

Dotted lines for notes.



# BROWN & CO

## FORTHCOMING AUCTIONS

**Thursday 12th October 2023: 10:30am**

Marsham, Norfolk

Auction of Farm Machinery and Equipment

Contact: Simon Wearmouth

Mobile: 07768 465744

Email: [Simon.wearmouth@brown-co.com](mailto:Simon.wearmouth@brown-co.com)

**Tuesday 17th October 2023: 10:30am**

Fir Tree Farm, Harby, Newark, Nottinghamshire, NG23 7EJ

Auction of Combine, Tractors, Trailers, Implements and Equipment

Contact: George Watchorn

Mobile: 07919 015675

Email: [George.watchorn@brown-co.com](mailto:George.watchorn@brown-co.com)

**Thursday 19th October 2023: 10:30am**

Northwold, Thetford

Auction of Farm Machinery and Equipment

Contact: Simon Wearmouth

Mobile: 07768 465744

Email: [Simon.wearmouth@brown-co.com](mailto:Simon.wearmouth@brown-co.com)

# Conditions of Sale for Machinery Auction with Buyers Premium

## 1 DEFINITIONS

(i) In these Conditions the following terms have the following meanings unless inconsistent with the context:

“Auctioneers” means Brown & Co – Property and Business Consultants LLP, C.R.N. OC302092 whose registered office address is at The Atrium, St Georges Street, Norwich, Norfolk, NR3 1AB;

“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

# Conditions of Sale for Machinery Auction

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.

# Conditions of Sale for Machinery Auction

(iv) Subject to clause 12(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).

(v) If before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then, without limiting any other right or remedy the Vendor may have:

(a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and  
(b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.

(vi) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as agent of the Vendor).

(vii) In the event of breach of clause 10 or clause 12, the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

## **13 BUYER'S PREMIUM**

The Auctioneers will charge purchasers a Buyers Premium of 3% (plus VAT) on the Hammer Price of each and every Lot purchased

## **14 VALUE ADDED TAX ON PURCHASE PRICE**

VAT at the standard applicable rate will be added to the sale price of all lots unless they are exempt.

## **15 WARRANTY AND INSPECTION OF GOODS**

(i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.

(ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work for a period of 7 days commencing at 12 noon on the sale day subject always to clause 15(v) to clause 15(vii) inclusive set out below.

(iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".

(iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers shall have no responsibility for the safe use of the item.

(v) The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

(vi) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.

(vii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

## **16 COMPLIANCE WITH ROAD TRAFFIC ACTS**

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

## **17 ACCEPTANCE AND DEFECTIVE LOTS**

(i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the Lots.

(ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:

(a) in the case of a defect that is apparent on normal visual inspection, no later than 12:00 noon on the third working day following the sale date; and

(b) in the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent.

(c) return the Lot to the Saleground (or other such location as notified to the Purchaser by the Auctioneers) with seven days of the Purchaser's notice; and

# Conditions of Sale for Machinery Auction

- (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 ANNUAL SALES**

- (i) In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.
- (ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially 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.



# BROWN & CO

## MACHINERY AUCTIONS

Brown&Co have an excellent reputation for providing professional and successful machinery auction service throughout 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 social media and 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.



**LOT: 415**



**LOT: 441**



**LOT: 428**



**LOT: 425**



**LOT: 542**



**LOT: 424**



**LOT: 477**



**LOT: 301-316**

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