



AUCTION  
CATALOGUE

# SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



LOT 157



LOT 156



LOT 155



LOT 158



LOT 153



LOT 148



LOT 147



LOT 145

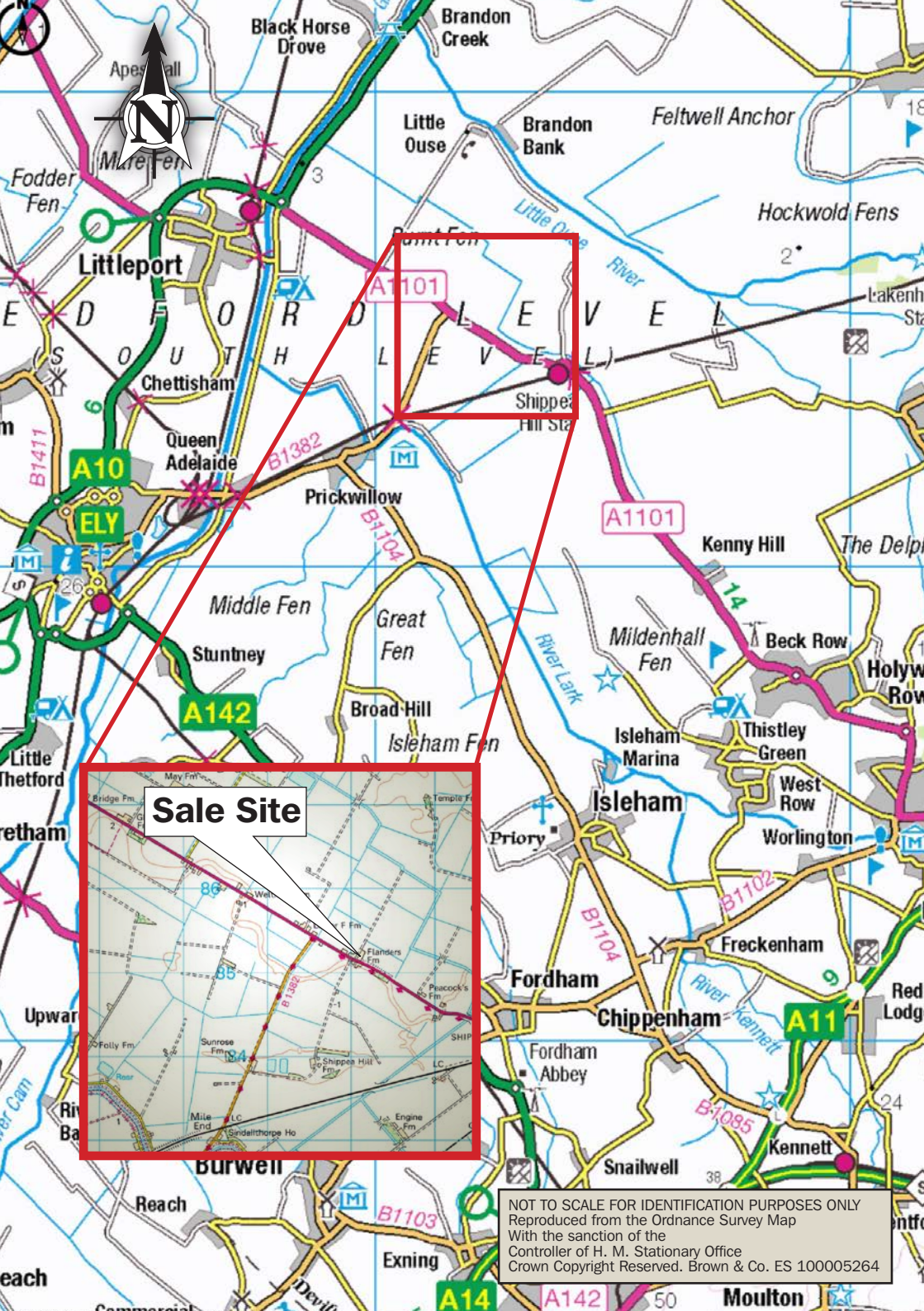
**Wednesday 13th April 2022 at 10.30am**  
Flanders Farm  
Mildenhall Road  
Littleport  
Cambridgeshire  
CB7 4SY

[BidSpotter.co.uk](https://www.bidspotter.co.uk)

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**BROWN & CO**

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On behalf of J. C. Rains Ltd following the cessation of the farming business after 60 years

## **AUCTION OF COMBINE, TRACTORS, SPRAYER, MATERIALS HANDLER, VEHICLES, TRAILERS, CULTIVATION & IRRIGATION EQUIPMENT**



Wednesday 13th April 2022  
Commencing 10.30am prompt  
Flanders Farm, Mildenhall Road, Littleport, Cambridgeshire, CB7 4SY

**Viewing:** 10am until 4pm on Tuesday 12th April 2022  
and on the morning of the sale from 8.00am only

**Brown & Co Auctioneers Office:**  
St Neots Office, The Fairways, Wyboston Lakes,  
Wyboston, Bedfordshire, MK44 3AL  
**General Enquiries:** 01480 213811  
**Viewing and Sale Enquiries:**  
George Watchorn 07919 015675  
Jon Clampin 07717 512498  
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## PURCHASERS PLEASE NOTE:

**LOCATION** – From the A14 take the A10 towards Ely and Littleport. After the Littleport bypass and after crossing the River Great Ouse at the roundabout take the second exit onto A1101 Mildenhall Road. Follow the road for approximately 3 miles and the sale site is on the left hand side.

From Downham Market follow the A10 to Littleport. At the Roundabout take the first exit onto the A1101 Mildenhall Road. Follow the road for approximately 3 miles and the sale site is on the left hand side.

**The sale ground will be signposted on the sale day and the nearest postcode is CB7 4SY.**

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.

### COVID 19 GUIDELINES

If you are displaying any COVID-19 symptoms or have been in contact with anyone who has displayed any symptoms within the past 14 days prior to visiting the sale site, **you must not enter the viewing or sale day on site.**

There will be a series of strict measures in place on the viewing and sale days in accordance with HSE and government guidance to mitigate the risk of transmission of COVID-19. Brown & Co request that only people with a genuine intention of purchasing equipment attend the site, this is a business event not a social gathering.

On admittance to the viewing and sale days you will be requested to leave your contact details and addresses, **without exception.** All visitors to the site will be required to use the hand sanitiser stations on entrance to the site and when attending the Office. It is also requested that visitors bring their own PPE, face masks and their own pens.

Social distancing measures will be in place and visitors must adhere to them at all times. In the event that visitors fail to comply, they will be requested to leave the site.

Brown & Co continue to monitor the government guidance and regulations in place and will act accordingly in adherence to these. Should you have any queries about the protocols and the advice enclosed above, please contact the auctioneers.

**PAYMENT** - All lots become the sole risk of the buyer at the fall of the hammer. The property in a lot purchased shall not pass to the buyer or be removed until payment has been cleared of the full purchase price (including commission and VAT) to the auctioneers. All lots must be paid for upon the receipt of the invoice sent by the auctioneers and within 1 week of the sale date.

**CHEQUE PAYMENTS** - Buyers unknown to the auctioneers wishing to pay by cheque with immediate clearance must be accompanied by a written Bank reference for a sum equal to or in excess of the total invoice. The reference must specify the sale location, date, the account details upon which the cheque will be drawn and the amount up to which their cheque will be honoured. We are able to accept VISA debit cards only. Payments by credit card are not acceptable. 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.

**REMOVAL OF LOTS** - No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by Wednesday 20th April 2022.

**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 Wednesday 20th April 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.**

*Please note: Lot 148 will be reserved for loading until Wednesday 20th April 2022.*

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** – There will be no Buyers Premium.

**ONLINE BIDDING** - Live online bidding will be available at this sale via i-bidder.com or bidspotter.co.uk. A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale. Brown & Co accept no liability whatsoever for

### Brown & Co Auctioneers Office:

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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** – Tuesday 12th April 2022 from 10am – 4pm and on the morning of the sale from 8am.

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

1. Be dealt with under the requirements set out of HM Customs and Excise publications:  
a) VAT Notice 703  
as dated January 2021 – Goods 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>**

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

### Brown & Co Auctioneers Office:

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### MISCELLANEOUS TOOLS AND EQUIPMENT

- 1-50 Quantity miscellaneous workshop equipment and spares
- 51-54 Quantity miscellaneous oils
- 55 Quantity **John Deere** filters
- 56 Quantity **Claas** filters
- 57 Quantity air filters
- 58 Quantity spanners
- 59 Quantity flashing beacons
- 60 Quantity electric cable
- 61 Quantity hydraulic fittings
- 62 Quantity irrigation spares
- 63 Quantity hazard signs
- 64 Quantity PTO spares
- 65 **Sealey** Premier 10QJ 10t trolley jack
- 66 Trolley jack 10t
- 67 **Titan** advantage 400 industrial spray gun, 110v
- 68 2001 **Thermobile** TA40 oil heater, single phase.  
Serial No: 450247
- 69 **Thermobile** GA60 gas space heater, single phase
- 70 **Warwick** HX100 diesel steam cleaner, single phase
- 71 **SIP** Startmaster 250/35 starter charger, single  
phase, spares or repairs
- 72 **Sealey** SuperMIG 220 MiG welder, single phase
- 73 2000 **ERP** A25-210 compressor 3ph.  
Serial No: 15448/036
- 74 Quantity radiators, single phase
- 75 **Big Brute** vacuum cleaner, single phase
- 76 Quantity chairs
- 77 Workshop bench
- 78 3No. Galvanised 15ft gates

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- 79 Quantity seed bags
- 80 Quantity tarpaulin
- 81-84 Quantity galvanised ladders
- 85 2No. **Scatterbird** Mk3 bird scarers, spares or repairs
- 86 **Logic** ATV sprayer with 12v pump and 135l tank
- 87 2007 **Stocks AG** Fanjet Mark 5 slug pelleter.  
Serial No: 0040740
- 88 2007 **Opico** Air8 applicator with associated  
pipework. Serial No: 12072/07
- 89 4No. IBC's
- 90-92 3No. IBC's
- 93 Quantity Ad-Blue with pump
- 94 7No. Grain aeration pedestals
- 95 3No. Grain aeration spears
- 96 7No. **Martin Lishman** F2/1/B grain aeration fans
- 97 9No. Concrete culvert pipe sections 18inch
- 98 Quantity concrete posts
- 99 **John Deere** weight frame
- 100 9No. Wafer weights and frame
- 101 **Fendt** wafer weights
- 102 **AGCO** 900kg linkage mounted weight block

### WHEELS AND TYRES

- 103 Set 235/85R16 **Land Rover** alloy wheels and tyres
- 104 Set **Alliance** 270/95R32 front and 300/95R46 rear  
wheels and tyres
- 105 Pair 6.50-44 row crop tyres
- 106 Pair **Avon** 8.3-44 tyres
- 107 Set **Kleber** 270/95R32 front and 300/95R46 rear  
tyres
- 108-109 Quantity miscellaneous wheels and tyres

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



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### CULTIVATION EQUIPMENT AND IMPLEMENTS

- 110 Irrigation pipe puller, linkage mounted
- 111 **Leeford** scraper blade, linkage mounted.  
Serial No: 3042
- 112 **Euro Class** 21 20.220 2.2m side-offset flail mower,  
linkage mounted. Serial No: 2687
- 113 2017 **Bomford** Hawk EVO 6.0 hedgecutter with  
**Bomford** Protrim 1.3m flail head.  
Serial No: B172455
- 114 2018 **Homburg** Delta M135 drain jetter, 450m pipe  
and hydraulic arm. Serial No: 5177
- 115 **Howard** E60 5ft rotavator. Serial No: 630A42093
- 116 **Bomford** Superflow 3.7m 10 leg cultivator
- 117 **Cousins** 3 leg 3.7m subsoiler with hydraulic  
adjustable rear packer and brackets for 6 subsoiler  
legs
- 118 2014 **HE-VA** 5 leg subsoiler with hydraulic  
adjustable rear packer. Serial No: 30527
- 119 2014 **Vogel & Noot** XS950 Plus 6 furrow hydraulic  
vari-width reversible plough with skimmers and  
press arm. Serial No: 78371
- 120 1997 **Vogel & Noot** 2.8m furrow press. Serial No: 362
- 121 **Cousins** front mounted 4m press with leading tines
- 122 2016 **Cousins** 4m front linkage mounted discs.  
Model: UFDT4
- 123 **Simba** 23C 4.6m hydraulic folding trailed discs  
with rear drawbar. Model No: ODH/23C/32FW.  
Serial No: 89650949
- 124 2004 **Simba** Double Press 4.6m hydraulic folding  
trailed cultivator with leading tines.  
Serial No: 114330034

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- 125 2011 **Kongsilde** Germinator 6m hydraulic folding  
trailed cultivator. Serial No: 401102550
- 126 **Cousins** Contour 8.2m vertical folding cambridge  
rolls. Model No: CRA823H26P. Serial No: 99393
- 127 2017 **Amazon** ZA-V3200 Profis Control 24m  
twin disc fertiliser spreader with border control.  
Serial No: ZAD0007782
- 128 **Accord Ferrag** MZSP 12 row sugar beet drill, linkage  
mounted. Serial No: 33009
- 129 2010 **RECO** Sulky Optiline MP 4m combination drill  
with hydraulic disc coulters with **Maschio** RECO  
tiller DMR 4m power harrow.  
Drill Serial No: MP06112.  
Power harrow Serial No: 0998P0394.
- 130 Irrigation pump with **Iveco** 6cylinder diesel engine  
and **Caprari** pump with flow meter and self prime
- 131 c.70 **Wright Rain** 5" irrigation pipes with single axle  
irrigation pipe trailer
- 132 2004 **Lindsay Perrot** TR40 100-450 irrigation reel  
with rain gun. Serial No: 04538
- 133 2004 **Lindsay Perrot** TR40 100-450 irrigation reel  
with rain gun. Serial No: 04539
- 134-139 Spare lots

### TRAILERS

- 140 Car trailer single axle
- 141 Car trailer, 1m x 1.4m single axle
- 142 1977 **T A Gull** 8t hydraulic tipping drop-side trailer  
on 12.5/80-15.3 wheels and tyres. Serial No: 2090

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- 143 1992 **Rolland** T13 twin axle grain trailer with sprung drawbar, hydraulic tailgate and grain chute on 385/65R22.5 wheels and tyres. Serial No: 6592
- 144 2010 **Rolland** Turboclassic 20-30 14t twin axle grain trailer with sprung drawbar, hydraulic tailgate and grain chute on 560/60R22.5 wheels and tyres. Serial No: 5/1446
- 145 2016 **Larrington** Harvester 15t twin axle grain trailer with air brakes, sprung drawbar, hydraulic tailgate and grain chute on 560/60R22.5 wheels and tyres. Serial No: 1725RL0216

### VEHICLES

- 146 1999 **Honda** Foreman ES4x4 petrol quad bike on 25x8-12 front and 25x10-12 rear wheels and tyres with front spot lights. Reg No: V332 DRT
- 147 2020 **Ford** Ranger Wildtrak 3.2 6-Auto 4wd double cab pickup, silver with air-con and **Alpha** SC-Z sports tonneau cover and air con on **Continental** 265/60R18 alloy wheels and tyres. Reg No: SL70 CKJ. Mileage: 11,211.

### MATERIALS HANDLER AND ATTACHMENTS

- 148 2016 **Claas** Scorpion 7044 Varipower materials handler with pallet tines and **Manitou** headstock, boom suspension and PUH. Datatag Registered. Reg No: AY66 APZ. Hours: 625.8. Serial No: 416110041.

**PLEASE NOTE: This lot will be reserved for the loading of the auction until 20th April 2022**

- 149 **Suton** ELCR-EL70 root bucket with **Manitou** brackets. Serial No: 8636
- 150 1999 **Suton** ELCS80 general purpose bucket with **Manitou** brackets. Serial No: 14963
- 151 2012 **Stronga** SGP235 grain pusher with **Manitou** brackets. Serial No: 4930
- 152 2017 **Suton** ELCS100 2.8m<sup>3</sup> grain bucket with **Manitou** brackets. Serial No: 40820

### SPRAYER

- 153 2004 **Bateman** RB25 self-propelled sprayer with 24m **Bateman** Contour booms, 3000l tank, reversing camera and triple nozzles on 680/55R26.5 wheels and tyres. Datatag Registered. Reg No: WA54 GNK. Hours: 5,967. Serial No: 2004092
- 154 Set **Alliance** 380/85R28 wheels and tyres to suit **Bateman** sprayer

### TRACTORS

- 155 2002 **John Deere** 6520 4wd PowerQuad tractor with 3 manual spools and TLS front suspension on 420/85R24 front and 460/85R38 rear wheels and tyres. Datatag Registered. Reg No: AK52 CYA. Hours: 9,597. Serial No: L06520V339450
- 156 2010 **John Deere** 7830 4wd AutoQuad tractor with 3 manual spools, cab and TLS front suspension and 1150kg front weight block on 480/70R30 front and 650/65R42 rear wheels and tyres. Datatag Registered. Reg No: AE10 GXR. Hours: 3,523. Serial No: 1R37830R2AR029763

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

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## SALE BY AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT

- 157 2014 **Fendt** 828 Vario Profi Plus 65kph 4wd tractor with front linkage and hydraulic top link, 4 electric spools, cab suspension and electric mirrors on 600/70R30 front and 710/70R42 rear wheels and tyres. Datatag Registered. Reg No: AE64 DTV. Hours: 2,975. Serial No: 836233427

### COMBINE HARVESTER

- 158 2008 **Claas** Lexion 580+ Hybrid combine harvester with **Claas** V900 30ft header and trolley and single laser pilot and straw chopper on 900/60R32 front and 600/55-26.5 rear wheels and tyres. Datatag Registered. Reg No: AY08 CZV. Engine Hours: 2,683. Drum Hours: 2,009. Serial No: 586 01699

AUCTION OF MODERN FARM MACHINERY AND EQUIPMENT



## FORTHCOMING AUCTIONS



Thursday 28th April 2022: Leicestershire

Thursday 12th May 2022: Bedfordshire

Thursday 26th May 2022: Bedfordshire

Thursday 8th September 2022: Leicestershire

FOR FULL DETAILS VISIT [BROWN-CO.COM](http://BROWN-CO.COM)

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# CONDITIONS OF SALE FOR MACHINERY SALES BY AUCTION

(with no buyer's 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, England, 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 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.

## 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

(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.

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## EXPERT AUCTIONEERS OF FARM MACHINERY AND EQUIPMENT



LOT 144



LOT 124



LOT 126



LOT 125



LOT 114



LOT 123



LOT 118



LOT 119

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