

BROWN & CO

Property and Business Consultants

BAGSHAW'S
Land - Property - Livestock

SALE BY AUCTION OF NEW AND USED FARM MACHINERY, EQUIPMENT, SPARES ALONG WITH JCB GENUINE AND NON-GENUINE PARTS



LOT: 595



LOT: 582



LOT: 597



LOT: 590



LOT: 584



LOT: 592



LOT: 581

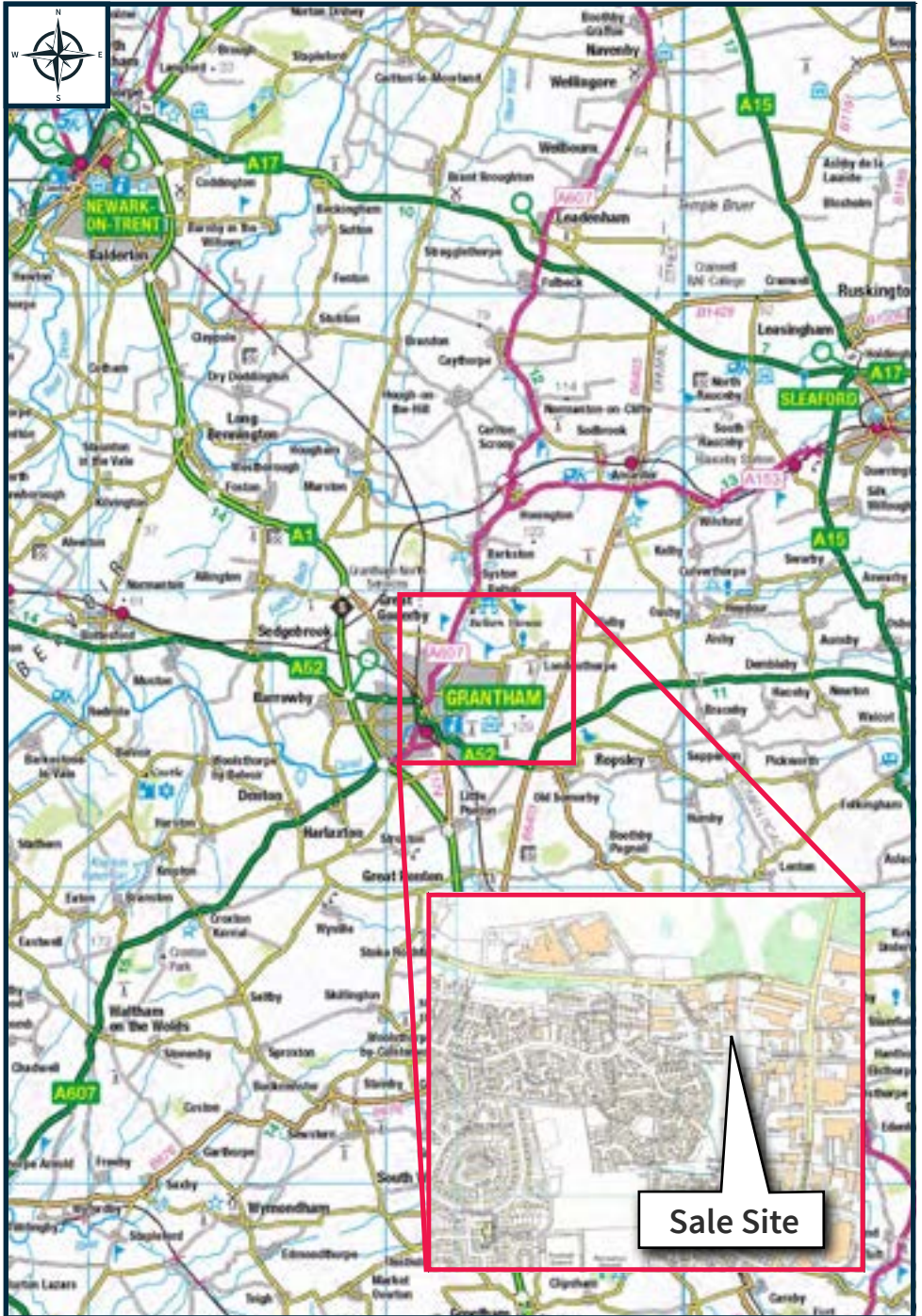


LOT: 579

Saturday 5th October at 10am
Unit 10 Withambrook Industrial Park,
Grantham, NG31 9ST

BidSpotter
.co.uk

i-bidder.com



On Instructions from R C Setchfield Ltd

**AUCTION OF
NEW AND USED FARM MACHINERY, EQUIPMENT,
SPARES ALONG WITH
JCB GENIUNE AND NON-GENUINE PARTS**

Saturday 5th October
Commencing 10am prompt

Unit 10 Withambrook Industrial Park, Grantham, NG31 9ST

Viewing: 10am until 3pm on Friday 4th October
and on the morning of the sale from 8am only

Online bidding only available from Lot 400 onwards

Brown & Co Auctioneers office:

8 Melton Enterprise Park, Redcliff Road,
North Ferriby, East Yorkshire HU14 3RS

Bagshaws office:

Uttoxeter office, 69 Derby Road,
Uttoxeter, Staffordshire, ST14 8EB

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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

Purchasers Please Note

FOREWORD

This excellent auction sale at Grantham arises as a result of the imminent retirement of Mr Richard Setchfield who has traded as R C Setchfield Ltd in the area for over 40 years having become established in 1982 and earned an excellent reputation for the supply of parts, servicing and sale of agricultural machinery and handlers.

The Setchfield family have made the difficult decision to instruct joint auctioneers Brown & Co and Bagshaws to undertake an onsite dispersal sale which includes a large array of quality material handlers from Merlo to JCB and Manitou, tractors, and trailers together with a full range of equipment, workshop items, material handler attachments and agricultural sundries and spares both new and unused.

There are some superb items for sale including 15 material handlers ranging in hours and condition, unused Kioti tractors and mowers, a range of Ford transit custom and connect vans, a 16ft exhibition trailer, three unused Bomford Protrim Kestrel Hedgecutters, along with a vast range of non-genuine and genuine JCB spares and parts.

As detailed at the front of the catalogue and throughout the document there will be on site bidding all day from 10am onwards with online bidding available only from Lot 400 onwards starting no later than 1pm which may run in conjunction with the sale of earlier lots.

With a 10am start and the workshop equipment sold early on in the sale, buyers should attend and bid with confidence at this large and varied sale.

LOCATION

The R C Setchfield Ltd Depot lies on Withambrook Industrial Park to the north east of Grantham.

From the North and the A607 travel down Manthorpe Road passing the hospital on the right. Continue for 600 metres and turn left at the traffic lights onto Belton Lane. Continue past the Belton Park entrance and round the severe bend and after approximately ½ mile Withambrook Industrial Park lies on the right.

From the A1 and the centre of town follow the signs for the A607 north and the hospital. Continue passed the Shell Garage on the right and after approximately 600 metres turn right at the traffic lights onto Belton Lane (signed for Alma Park Industrial Estate). Continue past the Belton Park entrance and round the severe bend and after approximately ½ mile Withambrook Industrial Park lies on the right.

‘To the Sale’ and ‘Car Park’ signs will be erected on the morning of the sale.

Limited parking is available on site and therefore not guaranteed, please follow the signs to car parking locations along with taking directions from Brown&Co and Bagshaw’s staff.

What3words: ///violinist.spoken.scraping

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

Purchasers Please Note

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 **Saturday 12th October 2024** (one week following the fall of the final hammer).

LOADING FACILITIES

Loading facilities will be available on sale day until 4pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after **Saturday 12th October 2024** will be re-sold (see section 12 of the Conditions of Sale).

Due to the location of the sale ground and space being at a premium, there will be a strict loading system in place, please be patient and take directions from Brown&Co and Bagshaw's staff.

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

There will be no Buyers Premium.

ONLINE BIDDING

Live online bidding will only be available via bid.brown-co.com, 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 bid.brown-co.com, i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale.

PURCHASERS PLEASE NOTE THAT THE SALE OF ATTACHMENTS, MOWERS, HEDGECUTTERS, TRAILERS, TRACTORS AND MATERIALS HANDLERS (LOT NUMBERS 400 ONWARDS) WILL COMMENCE NO LATER THAN 1PM AND MAY RUN IN CONJUNCTION WITH THE SALE OF EARLIER LOTS. ONLINE BIDDING WILL ONLY BE AVAILABLE FROM LOT NUMBER 400 ONWARDS.

Neither Brown & Co or Bagshaws accept any 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

Unless stated otherwise 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.

Purchasers Please Note

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. Machine hours have been taken as at **8th August 2024**. These are given for information purposes only and are not guaranteed by the Auctioneers.

INSPECTION OF EQUIPMENT

No powered machinery or equipment may be started without the prior approval of a Brown & Co or Bagshaws 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 4th October 2024 from 10am – 3pm and on the morning of the sale from 8am.

EXPORT OF GOODS

All goods purchased at Brown & Co or Bagshaws 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 or Bagshaws 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.

Brown & Co, Bagshaws 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

PURCHASERS PLEASE NOTE THAT THE SALE OF ATTACHMENTS, MOWERS, HEDGECUTTERS, TRAILERS, TRACTORS AND MATERIALS HANDLERS (LOT NUMBERS 400 ONWARDS) WILL COMMENCE NO LATER THAN 1PM AND MAY RUN IN CONJUNCTION WITH THE SALE OF EARLIER LOTS. ONLINE BIDDING WILL ONLY BE AVAILABLE FROM LOT NUMBER 400 ONWARDS.

Lot 1 to Lot 399 to include:

- Qty of workshop equipment and tools (work benches and trolleys, 3, 6 & 10t jacks, welders, welding screens, pillar drills, axle stands, engine cranes, grinders, chop saws, space heaters, air line hoses, lifting chains, filters inc air, fuel and oil etc).
- Qty of new and used parts (batteries, PTO tubing shafts, lights, wiring cable, top links, hoses, wire rope, pipe fittings, socket sets, drill bits, washers, bolts, etc).
- Qty of wheels and tyres (4No unused Mitas 12.0/75R18 tyres, JCB 4 stud rims, 2No Trelleborg 30 inch tyres, Set of Stocks 380/85R38 dual wheels and clamps etc).
- Various heavy duty steel stores with doors, High level steel racking (approx 100ft long and 12ft high).
- Retail display units and shelving,

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PURCHASERS PLEASE NOTE THAT THE SALE OF ATTACHMENTS, MOWERS, HEDGECUTTERS, TRAILERS, TRACTORS AND MATERIALS HANDLERS (LOT NUMBERS 400 ONWARDS) WILL COMMENCE NO LATER THAN 1PM AND MAY RUN IN CONJUNCTION WITH THE SALE OF EARLIER LOTS. ONLINE BIDDING WILL ONLY BE AVAILABLE FROM LOT NUMBER 400 ONWARDS.

SPARES AND TELEHANDLER ATTACHMENTS - HEADSTOCKS

- 400-420 Qty of various spares, parts and equipment
- 421 Qty of non-genuine spares
- 422 Qty of genuine **JCB** spares
- 423 Qty of genuine **JCB** Fastrac spares
- 424 Steel tipping carriage
- 425 Heavy duty bolt on short ware plate
- 426-433 Qty of **Chilton** and **Quicke** loader weld on brackets
- 434 Qty of **Merlo** high level back plate frames (unused)
- 435 **Manitou** weld on attachment bracket
- 436 **JCB** pallet tine mounting back plate
- 437 Pin and cone rear pallet tine mounting back plate
- 438 Masted forklift tipping headstock
- 439-442 Pin and cone headstocks
- 443 **Sanderson** conversion headstock
- 444 **Manitou** headstock
- 445 **Manitou** headstock c/w pallet tine back plate (no tines)
- 446 **Merlo** headstock (unused)
- 447 Qfit to pin and cone conversion headstock
- 448 **JCB** Qfit headstock (spares or repairs)
- 449 **JCB** pin and cone headstock (spares or repairs)
- 450 **JCB** loading shovel headstock (incomplete)
- 451-456 **JCB** Qfit headstock
- 457-459 **JCB** tool carrier headstock
- 459-461 **JCB** to **Manitou** conversion headstock
- 462 **JCB** to **Manitou** conversion headstock c/w hydraulic locking pin
- 463 **JCB** pin and cone conversion headstock c/w hydraulic locking pin
- 464-470 Qty of miscellaneous pallet tines
- 471 Set of pallet tines c/w headstock
- 472 Set of **Merlo** low level headstock pallet tines

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- 473 Set of **JCB** pallet tines
- 474 Set of **JCB** Qfit pallet tines
- 475 Set of **JCB** pallet tines c/w wide bore sliding top pin
- 476-485 Spare Lots

TELEHANDLER ATTACHMENTS - GRABS

- 486-488 Slide on pallet tine sleeve lifting frame
- 489 Slide on pallet sleeve mounted machinery moving hitch
- 490 **Stronga** pallet tine sleeve mounted barrel lifting frame
- 491 Twin tine bale spike on pin and cone brackets
- 492 **LWC** triple bale spike on **Merlo** brackets
- 493 **Sanderson** beet bucket
- 494 **Browns** bale squeeze on **Sanderson** brackets
- 495 **McHale** tine and sleeve bale squeezer (unused)
- 496 **LWC** steel safety cage on pallet tine slide attachment (unused)
- 497 9 Tine FYM fork on pin and cone brackets
- 498 **Sanderson** 8 tine FYM grab with single top ram
- 499 **Slewtic** 8 tine twin ram narrow FYM grab on **JCB** Qfit brackets
- 500 **Strimech** Pro Ag 9 tine heavy duty FYM grab on **JCB** Qfit brackets (unused)
- 501 **ALO** 12 tine heavy duty twin ram FYM grab on **Merlo** brackets (unused)
- 502-505 Spare Lots

TELEHANDLER ATTACHMENTS - BUCKETS

- 506 Rehandling bucket (brackets not included)
- 507 **JCB** heavy duty earth bucket c/w bolt on wear plate (unused)
- 508 **JCB** rehandling bucket c/w bolt on wear plate
- 509 **ALO** heavy duty unused rehandling bucket on pin and cone brackets c/w bolt on wear plate
- 510 **Cherry Products** 2.1m³ bucket c/w bolt on wear plate
- 511 **Strimech** Pro-Ag grain bucket on **Merlo** brackets. Serial no: bkt25-76
- 512 **Strimech** Pro-Ag grain bucket on **Merlo** brackets (shop soiled)
- 513 **Strimech** Pro-Ag grain bucket on **Merlo** brackets
- 514-516 Qty of **Strimech** 8ft wide and 3m³ Pro-Ag large grain buckets on **JCB** Qfit brackets

Sale by Auction

- 517 **Strimech** Xform 2.3m heavy duty grain bucket on **JCB** Qfit brackets (unused)
- 518 **Strimech** Xform 2.7m grain bucket with **JCB** Qfit brackets
- 519 **Strimech** 8 ft grain bucket on pin and cone brackets
- 520 - 525 Spare Lots

WEIGHTS

- 526 - 530 Qty of various misc weights
- 531 Original **Ford** 5000 series front weight
- 532 8No front weights
- 533 Three point mounting frame c/w 10No 40kg weights
- 534 - 540 Spare Lots

SMALL PLANT

- 541 **Benford** diesel driven pedestrian roller
- 542 **JCB** mini digger bucket
- 543 2No mini digger buckets
- 544 2018 **JCB** 8008 compact excavator, ROPS open frame, boom lights, piped for breaker, expanding tracks c/w 2No buckets. Hours: 1,145
- 545 **Kubota** B1750 4WD, folding roll bar, clutch gears, PAS, arms and drawbar. Hours: 3,596.
- 546 **Datsun** 2.5T diesel forklift truck. ROPS frame, work lights, solid tyres. Hours: 7,268
- 547-550 Spare Lots

GRASS EQUIPMENT AND HEDGECUTTERS

- 551 **Hackett** 8ft chain harrows
- 552 **Winton** mounted 1.25m mini flail mower, hydraulic offset. Serial No: EFGCH1.25M (unused)
- 553 **Winton** mounted 1.25m mini flail mower, standard headstock (unused)
- 554 **Winton** mounted 1.5m triple rotor rear mounted finishing mower with front and rear trolley wheels (unused)
- 555 **Winton** AM 100 mounted direct linkage mounted compact flail hedgecutter with cable control (unused)

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- 556 **Del Morino** DMK120 single rotor compact topper (shop-soiled)
- 557 **Del Morino** 270M Plus 2.7m mounted flail topper with rear roller, hydraulic offset headstock, rear roller (unused)
- 558 **Farm Master** mounted FL115 flail topper with rear roller
- 559 **Wessex** AFX 160 trailed RTV flail topper, manual height adjustment, ball hitch c/w Vangaurd 23HP petrol engine (unused)
- 560 **Bomford** 3m mounted flail mower, 540RPM, hydraulic offset, rear roller (unused)
- 561 **Bomford** Tri-Way 4600 trailed batwing topper, 1000RPM, 6 rear wheels, hydraulic folding, rear body chains, wide angle PTO
- 562 2023 **Bomford** Protrim Kestrel EVOS 5.7 power plus hedge cutter, direct 3 point mounting, lever controls, c/w rear roller.
Serial No: B232680
- 563 2023 **Bomford** Protrim Kestrel EVOS 5.7 power plus hedge cutter, direct 3 point mounting, electric controls, c/w rear roller.
Serial No: B232325
- 564 2023 **Bomford** Protrim Kestrel EVOS 5.7 power plus hedge cutter, direct 3 point mounting, electric controls, c/w rear roller.
Serial No: B232103
- 565-569 Spare Lots

TRAILERS

- 570 **Ifor Williams** single axle transport trailer on 145/70-R13 wheels and tyres
- 571 **Tow Ability** 16ft twin axle exhibition unit, galvanised chassis, 13ft seating area, kitchen area, rear pedestrian door, offside personnel door, lift up side panel, solid awning with wings, fully wired, demount steps
- 572-575 Spare Lots

RIDE ON MOWERS & RTV'S

- 576 **Countax** K1850 petrol ride on mower, mid mount deck, 12volt start, **Kawasaki** engine
- 577 2024 **Kiote** CX 2510 HST 4WD ride on hydrostatic mower, mid mount mower deck, folding roll bar on turf tyres. 2 years warranty.
Serial No: PX3CA0155. Reg: unregistered. Hours: 8

Sale by Auction



Sale by Auction



Sale by Auction

- 578 **Kawasaki** 4WD petrol mule, open cab, bench seat, manual tip, rear bed
- 579 2024 **Kioti** 2400 RTV 4WD, full cab with heater, bench seat, hydraulic bed tip, tow ball c/w jaw. Serial No:AD1UW24BHP3000036. Reg: FX24 DVH. Hours: 14

TRACTORS

- 580 2024 **Kioti** DK 6020 HST 4WD hydrostatic tractor with **Kioti** KL5510N power loader with bucket, air conditioning, on 44/18R20 turf tyres. 2 years warranty. Serial No: YX2U00018. Reg: unregistered. Hours: 32
- 581 2024 **Kioti** RX 7330 4WD tractor with **Kioti** KL7320 power loader with bucket, sprung seat, air conditioning, pick up hitch. On **BKT** 320/70R24 front and **BKT** 380/85R34 rear wheels and tyres. 2 years warranty, Serial No: XL4300048. Reg: FX24 DVG. Hours: 18
- 582 2020 **JCB** 4220 Fastrac, 4WS, air seat, air conditioning, full leather cab interior, power out hitch, front linkage, 4 speed PTO, 4 electric spools, Ad-Blue, guidance ready. On 600/70R30 wheels and tyres. Datatagged. Serial No: JCB46W60EL2765826. Reg:YX20 VLW. Hours: 6,296

MATERIALS HANDLERS

- 583 **Blanche** TW36 mini 4WD loading shovel, pivot steer, c/w bucket. On 20.5R16 wheels and tyres. Serial No: 23D176. Hours: 422
- 584 **Manitou** MLT 630-115 Elite materials handler, 4WS, air seat, air conditioning, pick up hitch, hydraulic rear brake coupling, Ad Blue, Eco stop, boom lights. C/w Manitou headstock and pallet tines. On **Michelin** 460/70R24 wheels and tyres. Datatagged. Serial No: MAN00000T01084264.PME. Reg: FX27 SUH. Hours: 428
- 585 **JCB** 530-70 Farm Special Loadall, Datatagged. On **BKT** 15.5/80-24 wheels and tyres. C/w Qfit headstock and pallet tines. Serial No: 0784555. Reg: FX51 NMU
- 586 **JCB** 525-60, air-con, reverse camera, immobiliser, C/w Qfit headstock. Reg: FE18 EPO. Hours: 3,621

Sale by Auction

- 587 **JCB** 531-70 construction specification, Stage V, manual pins, sprung seat, rear pick up hitch, rear camera, front screen guard, immobiliser, Qfit headstock. Reg: FN70 YDA
- 588 **JCB** 538-60 Agri Super Loadall, air seat, air conditioning, rear pick up hitch, rear brake coupling, Ad Blue, boom lights. C/w Manitou headstock with hydraulic power pins and pallet tines. On 460/70R24 wheels and tyres. Datatagged. Serial No: JCB5XJ4JPL2954982. Reg: SA21 HNO. Hours: 2,639
- 589 **JCB** 542-70 Agri Super Loadall, air seat, air conditioning, rear pick up hitch, rear brake coupling, rear spool, Ad Blue, boom lights. C/w Qfit headstock with hydraulic power pins and pallet tines. On 500/70R24 wheels and tyres. Datatagged. Serial No: JCB5XM4JVL2865954. Reg: FV20 BSX. Hours: 3,787
- 590 **JCB** 542-70 Agri-Xtra Torque Lock, Stage V, air seat, air conditioning, rear pick up hitch, rear brake coupling, rear spool, Ad Blue, boom lights, auto lube vessel behind cab. C/w Qfit headstock with hydraulic power pins and pallet tines. **On Alliance** 460/70R24 wheels and tyres. Datatagged. Serial No: JCB5XMLJCM3060628. Reg: VA21 OYC. Hours: 2,514
- 591 **Merlo** P34.7 Plus Panoramic Telehandler, 4WS, air seat, rear pick up hitch. C/w **Merlo** headstock with hydraulic locking pin. On 460/70R24 wheels and tyres. Serial No: C3305183. Reg: OU13 CWR. Hours: 4,410.
- 592 **Merlo** TF27.6 40kph Telehandler, 4WS, air conditioning, rear pick up hitch, rear camera, Ad Blue. C/w **Merlo** Headstock with Hydraulic locking pin and pallet tines. On 12.0/75-18 wheels and tyres. Datatagged. Warranty 2 years or 2,400 hours. Serial No: ZF1F25ME8D3005037.PME. Reg: FX73 EFL. Hours: 89
- 593 **Merlo** TF35.7-140 Telehandler, 4WS, air seat, air conditioning, rear pick up hitch, rear camera. C/w **Merlo** headstock with hydraulic locking pin. On 460/70R24 wheels and tyres. Serial No: ZF1F50MG4D2000324. Reg: DX22 AHP. Hours: 2,532
- 594 **Merlo** TF42.7-145 Telehandler, 4WS, air seat, air conditioning, rear pick up hitch, rear camera, Ad Blue. C/w **Merlo** Headstock with hydraulic locking pin. On 400/70R24 wheels and tyres. Serial No: ZF1F50MF4D1003571. Reg: FJ71 BVA. Hours: 2,291

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- 595 **Merlo** TF42.7 40kph Telehandler, 4WS, air seat, air conditioning, rear pick up hitch, rear hydraulic brake coupler, Ad Blue. C/w **Merlo** headstock and hydraulic locking pin and pallet tines. On **BKT** 460/70R24 wheels and tyres. Datatagged. Warranty 2 years or 2,400 hours. Serial No: ZF1F50MJ2D3002574.PME. Reg: FX23 EKG. Hours: 315
- 596 **Merlo** TF38.10CS-136 40kph Telehandler, 4WS, sprung seat, air conditioning, rear pick up hitch, rear hydraulic brake coupler, rear camera, Ad Blue. C/w **Merlo** Headstock and hydraulic locking pin and pallet tines. On 500/60R22.5 wheels and tyres. Datatagged. Serial No: ZF1F50MJ2D3003768.PME. Reg: FX73 EBF. Hours: 154.
- 597 **Merlo** TF65.9TCS-170 40kph Telehandler, 4WS, air seat, air conditioning, rear pick up hitch, rear hydraulic brake coupler, rear camera. C/w **Merlo** headstock with hydraulic locking pin and pallet tines. On 500/70R24 wheels and tyres. Serial No: ZF1F50MF5D100504. PME. Reg: FJ22 DJK. Hours: 1,167

VEHICLES

- 598 2016 **Ford** Ranger XL 2.2D 4 Door 4WD Pickup, 6 speed c/w a **Tommy Gate** hydraulic rear lift. MOT until September 2024. Reg: FV66 EWB. Mileage: 80,600
- 599 2017 **Ford** Transit Connect 220 diesel van, 6 speed. MOT until August 2025. Reg: YT67 YCP. Mileage: 82,000
- 600 2018 **Ford** Transit Custom 340 Base diesel van. MOT until September 2025. Reg: FX68 SUF. Mileage: 57,700
- 601 2021 **Ford** Transit Custom 320 Leader diesel van. Reg: FX71 KHA. Mileage: 71,800
- 602 2022 **Ford** Transit Custom 340 Leader diesel van. Reg: FX72 JYZ. Mileage: 22,800
- 603 2023 **Ford** Transit Custom 340 Leader diesel van. Reg: FY73 RWN. Mileage: 10,800



Fixture List

BAGSHAWS EST. 1871

Land • Property • Livestock

WEDNESDAY 9TH OCTOBER 2024 – Afternoon Sale
Alderwasley, Derbyshire – Small Holder Dispersal

Massey Ferguson & Ferguson Vintage Tractors
Range of Implements
Non-vat Items, Antiquities, Sundries
Special Entry: Sheep Equipment, Livestock Trailer etc

SATURDAY 19TH OCTOBER 2024
Uttoxeter, Staffordshire

New Holland, Leyland and Fordson Super Dexta Tractors
Volkswagen Caddy Crew Van, 2 Ford Transit Vans, 2 Lorries
John Deere, Iseki, Kubota Ride On Lawn Mowers
Large range of Professional and Robot Lawn Mowers
Range of Garden Tools, Workshop Items and Sundries

FRIDAY 25TH OCTOBER 2024
South of Nottingham, Close to M1

Telehandlers, Machinery, Workshop Items

FRIDAY 1ST NOVEMBER 2024
South of Mansfield, Nottinghamshire

Case and Claas Tractors, Claas Telehandler and Attachments
Trailers and Bowsers, Land Rover 110
Range of Pig Arks, Troughs, AI Service Barn
Sow Barns, Sundries, Bulk Leg Bins, Workshop Items, Barley Straw

www.bagshaws.com



BROWN & CO

FORTHCOMING AUCTIONS

3rd October 2024
Conington, Cambridgeshire

10th October 2024
Nr. Grantham, Lincolnshire

24th October 2024
Pertenhall, Bedfordshire

31st October 2024
Nr. Spalding, Lincolnshire

9th November 2024
Newark Vintage Auction

Conditions of sale for Machinery Auction

With No 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 (‘Brown & Co), C.R.N. OC302092 whose registered office address is at The Atrium, St. Georges Street, Norwich, England, NR3 1AB;

“Commission” means the commission charged on the sale of Lots;

“Conditions” means the standard terms and conditions of business set out in this document;

“Lots” means all or any machinery and other items sold or intended to be sold in accordance with these conditions;

“Purchaser” means a person, firm or Company who purchase any Lot;

“Vendor” means a person, firm or Company who puts forward any Lot intended to be sold at the sale;

“Sale” means a sale of the Lots by auction from time to time organized by the auctioneers;

“Saleground” means the venue at which the sale takes place;

“Hammer Price” means the price at which a Lot is knocked down by the Auctioneer to the Purchaser; 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 donating 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 Brown & Co 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.
- (x) 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

After the fall of the hammer such risk and duty shall devolve upon 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

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 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 and Vendor 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

Conditions of Sale for Machinery Auction

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.

BROWN & CO

MACHINERY AUCTIONS

Brown&Co have an excellent reputation for providing a 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 your needs. Our auctions are promoted widely to our extensive database of contacts and we market the sale thoroughly including social media and websites.

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: 597



LOT: 598



LOT: 580



LOT: 603



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