

ON FARM AUCTION SALE

Farm Machinery & Equipment

Friday 18th October 2019 10.30am

Water Lane Farm

Shelford

Nottinghamshire

NG12 1TP



A Genuine Farm Dispersal Sale,
on behalf of Mr Roger Perrin

AUCTION SALE OF FARM MACHINERY & EQUIPMENT

Friday 18th October 2019 10.30am | Water Lane Farm, Shelford, Nottinghamshire NG12 1TP

Sale Ground

The sale ground is situated just North of the junction of Main Road, Church St. and Waterfurrows Lane in the village of Shelford, shown on the map in this catalogue.

Sale Start

The sale starts at 10.30am prompt with the smaller lots.

Viewing

Thursday 17th October 12.30 - 4.00pm and on the morning of the sale.

Refreshments

Refreshments will be available on sale day.

Loading Facilities

A forklift will be available on site on sale day until 5pm,

Saturday 19th October 9am - 4pm.

Monday 21st October 9am - 4pm.

Loading after these times will be by the Purchasers own arrangements with the Vendor or his agent.

Buyer's Numbers

All potential Buyers are required to register with the Auctioneers and obtain a Buyer's Number. Bids may not be accepted without a Buyer's Number. Existing JHWalter Buyers number cards are valid (including Caenby Corner cards).

Commission Bids

The Auctioneers will be pleased to execute written commissions on behalf of any person unable to attend the sale. For further details please, contact the Auctioneers.

Hours

Machine hours are as taken on the 19th August 2019.

These are given for information purposes only and are not guaranteed by the Auctioneers.

Changes to Catalogue

Please note Purchasers should be aware that, from time to time, lots are withdrawn and other lots added.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 equipment you are interested in has been delivered onto the sale ground.

Enquiries

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PLEASE PAY FOR ITEMS BEFORE REMOVING FROM THE SALE GROUND. ITEMS WILL ONLY BE RELEASED ON PRODUCTION OF AN INVOICE THAT HAS BEEN STAMPED "READY FOR COLLECTION"

Payment

All lots must be paid for on sale day by:

Cash (Cash payments in excess of £10,000 are not accepted)

Electronic Payment (BACS/CHAPS)

Card Machine Payments

Cheques (Must be accompanied by a valid written bank reference for a sum equal to or in excess of the total invoice)

GOODS MAY NOT BE REMOVED UNTIL CHEQUES/ELECTRONIC PAYMENTS ARE CLEARED, OR YOUR BANK HAS PROVIDED A WRITTEN REFERENCE

Due to the money laundering regulations, the buyer of a particular lot is solely responsible for payment of that lot.

Buyer's Premium

Buyers premium is payable on each lot at the following rate plus VAT

£0-499	7.5%
£500 and above	5%

VAT

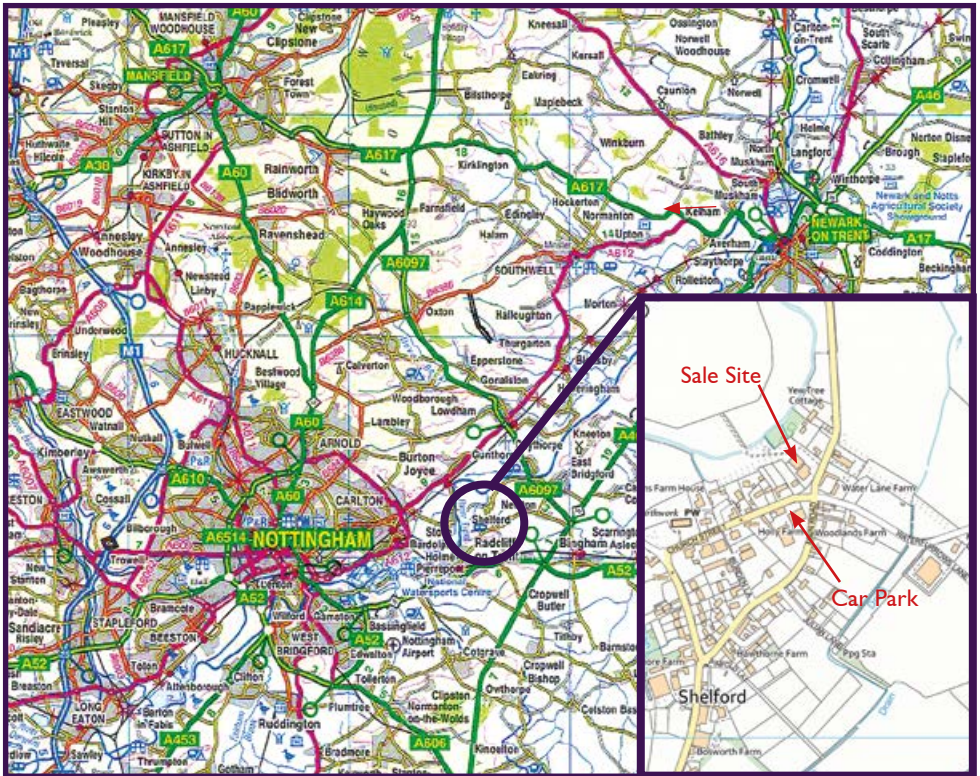
VAT will be payable on all lots in addition to the hammer price at the standard rate, unless notified on the lot ticket and lot list.

Conditions of Sale

All prospective Purchasers should ensure that they have read and understood the Conditions of Sale as printed in this catalogue. The act of bidding will be taken as acceptance of these conditions.

Liability

The Vendors will not accept any responsibility or liability for the loss of or damage to lots left on the sale ground and all Purchasers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer. Whilst every attempt is made to ensure that descriptions are accurate, no guarantees are either given or implied.



Export of Goods

Purchasers of all goods sold at JHWalter Auctions that are to be exported or removed from the United Kingdom will be required to pay a VAT deposit equivalent to the standard rate to UK VAT on all lots. Any Purchasers intending to export goods must advise the Auctioneers of this intention prior to the sale. Upon the following requirements being met in full, a refund of the VAT deposit will be made to the Purchaser. Failure to do so will result in the VAT deposit being paid over to HMRC as VAT.

- a) The Purchaser must provide JHWalter with their VAT/ FISCAL NUMBER (which will be verified with HMRC) at the time of purchase.
- b) The goods must be removed from the United Kingdom within three months from the time of supply (the date of auction).
- c) The Purchaser must provide JHWalter with valid commercial documentary evidence that the goods have been removed from the United Kingdom. Please ask for a copy of JHWalter form "VAT Declaration for Zero Rating Goods for Export"

Tractors & Sprayer



JCB Fastrac 3230, 2011, FX61 HHS, 3545 hrs, P Tronic, 3 Electric spools, 540/65R30



VALTRA T121, 2007, FX57 HRJ , 3800 hrs, 130hp chipped to 160hp Front linkage, 3 spools, 18.4R38 rear, 14.9R28 fr



BATEMAN RB16, 2004, WA04 GUW, 9300hrs, 3,000lt, 24m, triplet bodies, inductor, fast fill pump, hydraulic track adjustment, JD light bar, 320/85R32

Trailers



HERRON GS14, 2012, 14 tonne grain trailer, Hydraulic tailgate, sprung drawbar.



IFOR WILLIAMS TA510G livestock trailer, twin deck, Ser no 174114

Cultivators Ploughs & Drills



WEAVING tine drill 4.8m, done 1100 acs



FRANDENT 3m Power Harrow Combi drill R303-19, 2015, GPS



FRANDENT R403.22 4m power harrow, 2004



TWOSE FR3-640 prem 6m rolls, 2015, front levelling boards ser no 640CB4L



SUMO Trio 3m, 2009, ser no 09223



SUMO VI pneumatic seeder, 2012, Radar controlled, hopper access steps



KONGSKILDE 4m Germinator trailed



TWB 3m subsoiler 3 tines, with cultivator tines



GUTTLER 5m Supermaxx springtine drag, ser no J450358



VOGEL & NOOT XMS-950 4 furrow plough, ser no 66636



NRH Engineering plough press, 2012, 27 in rings, 72in width, ser no FP746

- STANHAY 6 row front mounted inter row cultivator
- RANSOMES 4m pressure harrow

Spreaders



SULKY RECO DPX28 spreader, 2014, GPS controller, hopper extension and cover



BULLOCK T24 slug pellerter, 2017

Miscellaneous Equipment



AGRIMASTER KN 280 2.8m topper, 2013



Hydraulic muck grab 7ft JCB brackets



Grain pusher 10ft JCB bracket



SANDERSON 6ft digger bucket JCB brackets



Set wheels and tyres 11.2 R28



14 x 40kg tractor weights on A frame



FYSON rubber belt elevator, 24ft c/w 9ft extension



Diesel fired workshop heater ZB-K125, 37Kw

Miscellaneous Items

- Fuel tank 7000 lt, banded , 8x5x6 ft
- Water tank 4x4x8 ft
- Qty of above floor 4ft grain drying ducts
- Honda water pump 2in
- Kent 4in irrigation pipe meter
- Set Row crops wheels 300/195 R46
- Set Row crops wheels 540/65 R24
- Tiger Vac Industrial vacuum
- Ingersoll rand compressor 1994
- Protimeter moisture meter
- Wile moisture meter
- 3 Milk churns
- Qty workshop tools
- Qty nuts and bolts
- Qty of weights
- Qty IBC containers
- Qty of Oil drums
- Qty of Scrap

Entered Items By Kind Permission



PARMITER heavy single press with hydraulic end tow kit



Qty of plastic vegetable storage boxes 60x40x24cms - more available by request

- LISTER Grain drying fan, 4 cylinder, air cooled (spares or repairs)
- Qty galvanised workshop shelving
- UTAH 200 3m disc harrows
- KRM Soladrill799 6m drill
- Qty JD front weights
- Qty IH front weights
- Bale trailer 32 ft
- BROWNS flat 8 bale grab
- BOMFORD Superflow drag 10ft
- JCB front digger bucket
- Big bag handler attachment for forklift
- 600 gall diesel tank
- Springtime drag hydraulic folding 4m



JCB Q fit grain bucket 2m³



VOTEX Rolasport 2.2m wide mower rollers front and rear



Water Bowser on 4 wheel trailer, 4000lts Stainless steel, spray locker, lights



WHY SELL BY AUCTION?

- £4,400,000 of property and land sold in 2019 so far
- Secure and swift sale at best market value
- Legally binding contract on the hammer
- 4 or 8 weeks completion to suit you
- 20,000 registered buyers across the UK

ENTRIES INVITED

Call 01522 504360 or auctions@jhwalter.co.uk for a **FREE** market appraisal for our November 20th Auction

CONDITIONS OF SALE

- 1 Definitions: In these conditions reference to:-
 - a "The Auctioneers" means the firms of JHWalter or any Director, Partner or Employee thereof at the time of Sale, and to
 - b "The Auctioneer" means the person conducting the auction; the "Purchaser" shall have the meaning ascribed to it in condition 4 and Purchasers shall be deemed to be principals (for the purpose of these conditions), unless to the knowledge of the Auctioneers they are acting as agents on behalf of a named principal.
 - c The "Vendor" means the person owning or having the right to sell the lot.
 - d The Interpretation Act 1978 applies to the terms and expressions used in these conditions as if contained in the statute, and these conditions shall be governed by English Law.
- 2 General: The Auctioneers act only as agents for the Vendor (unless otherwise directly declared). Vendors are not paid until payment is received from the Purchaser. The Auctioneers are not necessarily in a position to know the history or assess the quality of lots sold on behalf of their principals. Furthermore, lots sold are likely to have been subject to wear and tear caused by use or the effects of age and may therefore have faults and imperfections. Purchasers are given opportunity at the viewing period to examine lots to be sold and will be assumed to have done so. Purchasers are deemed to have satisfied themselves as to the condition of any lots before bidding.
- 3 Third Party Liability: The Auctioneers will not be responsible for any injury, damage, or loss, howsoever caused to or sustained by any person on the Auctioneers' premises or any site where the auction is held unless the same shall be caused by the direct negligence of the Auctioneers.
- 4 Bidding: All bids made shall be treated as offers made upon these Conditions of Sale, and all persons present at the sale acknowledge that their attention has been drawn to these Conditions of Sale and that they are bound by them. Subject to these conditions, the highest bidder shall be the Purchaser.
- 5 Auctioneer's Discretion: The Auctioneer has the right to:-
 - a Refuse any bid;
 - b Advance the bidding at his own discretion;
 - c Decide whether there has been a dispute as to the bidding and, if so, immediately to re-offer that lot
 - d Divide, combine, and to withdraw any lots and
 - e Exclude any person from the Auction Room or site.
- 6 Vendors' Rights: Lots offered for sale are subject to:-
 - a Any reserve price placed by Vendors;
 - b The right of the Auctioneer to bid on behalf of the Vendor; and
 - c When a reserve price has been placed (but in no other case) for the Vendor to bid personally or through any one agent; any one agent;
 - d VAT at the currently applicable rate if so indicated in the catalogue.
- 7 Duties of Persons Present and Purchasers:
 - a All persons present at the sale agree to refrain from conduct which may cause a nuisance to others present or in the vicinity and, in particular, not to cut up implements for scrap on the sale site and to indemnify the Auctioneers against the consequences of any proceedings brought against them in respect of such conduct.
 - b At the fall of the hammer, or as soon as is reasonably possible after the sale of the relevant lot, the Purchaser shall:-
 - c Give the Auctioneers his number or, if required, his full name and address;
 - d Supply a Banker's reference unless prior arrangements have been made;
 - e Pay the full purchase price and the Auctioneers' premium thereon plus any chargeable VAT;
 - f On proof of payment clear any lot expeditiously and at the latest by the date and times specified in the Sale Notes;
 - g Pay a premium at the rate of 5% of the price realised for each lot, whether sold by auction or private treaty, plus VAT thereon (such premium to belong to the Auctioneers) unless the sale shall be notified as being subject to a different rate of premium or no premium.
- 8 Liability of the Auctioneers and Vendors:
 - a Lots are sold with all faults and defects and with all errors of description and neither the Vendor nor the Auctioneers are responsible for any defects whatsoever (subject, however, to condition 17). All implied conditions relating to description, fitness and quality are accordingly excluded;
 - b Subject to (c) below, the Vendor and the Auctioneers do not make or give, nor has any person in the employment of the Auctioneers any authority to make or give, any express representation or warranty with regard to any lot - except that the Vendor has the right to sell it;
 - c Where a lot bears a specific catalogue description indicating quality (for example, "good condition"), this description shall be taken to be made on the authority of the Vendor alone and in case of dispute about such express description the Purchaser agrees to follow the procedure specified in condition 17 and to be bound by the result thereof.

- 9 **Catalogue Descriptions:** The Auctioneers undertake that care has been taken to see that the catalogue descriptions and advertisements are accurate and reliable, but these are necessarily statements of opinion and must not be relied upon as statements of fact. Subject to condition 8, neither the Vendor nor the Auctioneers are responsible for errors of description, the genuineness, attribution or authenticity of any lot.
- 10 **Property in Lots and Risk:** The Purchaser shall not become the owner of any lot and the Auctioneers shall not have any lien thereon, until the lot has been paid for in full, but nevertheless each lot is at the sole risk of the Purchaser from the fall of the hammer.
- 11 Anything which may be found in, under or near any lots which is not mentioned in the catalogue, the Auctioneer reserves for the vendor:
- 12 **Default by the Purchaser:** If the Purchaser fails to pay for or remove any lots purchased by him, or in way fails to comply with these conditions, the Auctioneers shall have the right to:
- Resell the lots by Public Auction or otherwise without notice to the Purchaser; and if any loss arises from such a resale after deducting the Auctioneers' full costs and expenses, the Purchaser shall be responsible to the Auctioneers for that loss (any net surplus to be the Vendor's); and
 - Where a deposit is paid, to forfeit that deposit; and
 - To charge interest on any unpaid balance at the rate of 2% above base rate from time to time; and;
 - To charge for storage arising after the time for removal at the rate of 25% per annum of the sale price and to release the lots in question to the Purchaser only after payment in full of all storage and removal expenses incurred (as well as the full purchase price).
- 13 **Agency and Commissions:** The Auctioneers execute commissions received in writing up to one hour before the sale on condition that the relevant lots have been viewed by the bidder. No responsibility is accepted relating to commissions given to staff other than the Commissions Clerk.
- 14 **Safety of Machinery and Vehicles:**
- Purchasers are reminded that under the Agricultural Safety, Health and Welfare Act and Regulations affecting the safe use of machinery the Auctioneers cannot guarantee that all lots sold necessarily comply with the relevant safety legislation. Accordingly the Purchaser undertakes not to use any lot purchased until satisfied that it complies with the relevant Acts and Regulations relating to such machines and implements and to indemnify the Auctioneers against any failure to observe this undertaking;
 - In the case of the sale of vehicles, no vehicle is warranted or held out to be roadworthy and no lot is warranted or held out to be merchantable or safe for use or complying with statutory requirements for use, display or movement. The Auctioneers have no authority to make representations.
 - All goods sold are sold as used and are not supplied as new unless the catalogue description clearly so states.
- 15 **Removal of Fixtures:**
- Where lots are fixed to land the Purchaser is responsible for detaching such lot and undertakes to do so safely and lawfully without the use of flame-cutters, explosives or any other dangerous equipment or processes (without the previous written permission of the Auctioneers);
 - The Purchaser undertakes to indemnify the Auctioneers and, where appropriate, the Vendor; against any cost, damage, legal or other expenses in respect of any claim arising from the detachment of the lot or its removal. If the Auctioneer so requires, the Purchaser agrees to pay to the Auctioneers a sum to cover the likely damage caused by such removal in the amount so estimated by the Auctioneer.
- 16 **Damage:** In the case of a Purchaser causing damage not covered by Condition 14, the Auctioneers shall be entitled to exercise a lien in respect of any and all lots purchased by the Purchaser. The Auctioneers assessed sum shall be paid by the buyer upon receipt of invoice therefor and payment shall be made forthwith, time being of the essence.
- 17 **Insolvency and Death:** Where the Auctioneers conduct a sale on behalf of a Vendor who is an Administrative Receiver, the Administrator or Liquidator of a limited company, or Trustee in Bankruptcy of an individual:
- The Vendors shall only act as an agent on behalf of the company or bankrupt (as the case may be) and shall be under no personal liability whatsoever in respect of the contract for sale of any lots;
 - The Vendor and the Auctioneer on his behalf sell whatever right, title or interest the company or the bankrupt may have in the lot;
 - In the event of any third party proving to have a superior title or right to custody or possession of any lot the Vendor may rescind the contract of sale and upon return of any deposit and/or purchase price to the Purchaser, neither the Vendor nor the Auctioneers shall be under any further liability to the Purchaser;
 - If before title to any lot has passed to the Purchasers the Purchaser, being an individual, dies or enters into a composition or arrangement for the benefit of his creditors or has a Receiving Order in bankruptcy made against him, or being a body corporate, has a Receiver or a Receiver and Manager appointed or goes into Liquidation or enters into an arrangement for the benefit of its creditors, then in all such cases the contract for sale for such lot may be, at the Auctioneers discretion, rescinded without notice to the said Purchaser. Upon rescision, any deposit paid by the Purchaser shall be forfeited and the Auctioneers shall be entitled to exercise the rights set out in these conditions of sale on the basis of default by the Purchaser.

- 18 Warranties and Guarantees: In the event of any article failing to comply with any warranty or guarantee specified in the catalogue (such as that any particular lot is in working order) the Auctioneers may elect that the following procedure applies:-
- a The Purchaser shall produce within one week of the date of the sale a qualified engineer's certificate stating the failure in question whereupon the sale may at the option of the Purchaser be rescinded provided the lot in question is returned (in the same condition as when bought) to the Vendor by the Purchaser;
 - b The Vendor undertakes to take the article back and refund, or authorise the Auctioneers to refund, the purchase money and, if demanded, pay the Purchaser's costs of the articles transport from the sale ground to the Purchaser's destination and back to the Vendor's destination and the cost of the engineers certificate not exceeding £30;
 - c Alternatively, by agreement between the parties the Purchaser may keep the lot and the Vendor pay compensation by making good the fault. The amount of such compensation shall be that specified by the relevant qualified engineer;
 - d Notwithstanding the rescission of the sale, if that occurs, the Vendor shall be liable to the Auctioneers for the sum representing the commission;
 - e In the case of dispute arising out of the qualified engineer's report or other dispute arising out of the application of this Condition, the Auctioneers may refer the matter to an expert (including but without limitation any Partners in the Auctioneers and any person in their employ) whose decision shall be final and binding on the parties.
- 19 Auctioneers' Responsibilities for the Catalogue Descriptions: Bidder and Purchasers shall be deemed to have accepted that warranties or guarantees appearing in the catalogue have been specifically authorised by the Vendors and the Auctioneers disclaim all personal liability arising therefrom.

PROPERTY	BUSINESS	PLANNING	ENERGY
Agency Residential Property Commercial Property Farms & Farmland The County Property Auction	Rural Landlord and Tenant Tenancy Succession Surrender & Purchase Dispute Resolution Contract Farm Management Budgeting & Forecasting Feasibility Study Grant Funding CAP & Environmental Policy Business Succession Planning Farm Stock Valuation	Residential / Rural / Commercial Pre-Planning Advice Planning Application Section 106/278 Negotiation Appeal / Public Inquiry Enforcement Action Lawful Development Certificate Strategic Master Planning Development Appraisal Environmental Impact Assessment Flood Risk & Drainage Archaeology / Heritage Service Architectural Design Service Low Carbon Building	Wind Generation Anaerobic Digestion Biomass Ground & Air Source Heat Pump Solar Energy from PV Solar Thermal Hydro Electric Renewable Heat Incentive Energy Saving
Valuation RICS Home Survey Compulsory Purchase Compensation Expert Witness			
Landlord & Tenant Rent Review & Lease Renewal	Machinery Valuation & Auction		

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