

# Townend Clegg

AGRICULTURE

On instructions from J. Dixon & Son  
and J.T. Dixon & Sons Ltd  
(following the sale of the farm)  
**WOOD FARM, DONCASTER ROAD,  
WHITLEY, NR GOOLE, NORTH YORKSHIRE, DN14 0JF**



**COMBINE HARVESTER, 2 TRACTORS, SELF PROPELLED SPRAYER,  
TRAILERS, ATV, CULTIVATION EQUIPMENT AND GENERAL  
FARM MACHINERY & MISCELLANEOUS ITEMS.**

**FOR SALE BY ONLINE TIMED AUCTION  
AUCTION OPENS 12 NOON FRIDAY 22nd MARCH 2024**

**AUCTION CLOSURES FROM 12 NOON THURSDAY 28th MARCH 2024**

Townend Clegg Agriculture  
Bishops Manor, Market Place, Howden, DN14 7BL  
Tel: 01430 331333

[i-bidder.com](https://www.i-bidder.com)

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

Website: [www.townendcleggagriculture.co.uk](https://www.townendcleggagriculture.co.uk)  
Email: [enquiry@townendcleggagriculture.co.uk](mailto:enquiry@townendcleggagriculture.co.uk)

A subsidiary of





LOT 45



LOT 46

## AUCTIONEERS NOTES

LOCATION - Wood Farm is situated in the centre of the village of Whitley, near Goole. From Junction 34 of the M62 motorway take the A19 south towards Doncaster. After 0.9 miles Wood Farm will be found on the right hand side and will be identified on the viewing days by one of our Townend Clegg Agriculture distinctive 'TO THE SALE' signs.

The post code for Wood Farm is DN14 0JF

What 3 Words for the farm access from the A19 is ///decently.deflated.undulation

There is ample hard car parking areas within the farmyard on viewing days.

### BASIS OF SALE

The sale is to be an online timed auction via the i-bidder.com and bidspotter.co.uk portals. Bidding will open at 12 noon on Friday 22nd March 2024 and will close at 12 noon on Thursday 28th March 2024. Please see 'Bidders Information' below.

BUYERS PREMIUM - A Buyer's premium of 2% of the hammer price is payable on all lots. This is subject to VAT @ 20%. An addition online bidding premium applies in addition to the 2% Buyer's premium, see below for details.

ONLINE BIDDING - Online bidding is the only method available at this sale via i-bidder.com or bidspotter.co.uk. A 2½ % 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 as soon as possible and before the start of the closing day of the sale. Townend Clegg Agriculture accepts no liability whatsoever for any loss of

connectivity and the ability to bid on the day the sale closes to ensure that ability to bid is maintained.

PAYMENT - All payments must be made by either cheque, Bankers Draft, BACS or CHAPS. 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 do not accept debit or credit card payments.

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.

All lots become the sole risk of the Buyer at the fall of the hammer/closing of bidding.

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 one week of the sale date.

REMOVAL OF LOTS - No lots may be removed from site unless accompanied by a receipted invoice. Lots are to be removed from the site on the following days: Tuesday 2nd April 2024, Wednesday 3rd April 2024 or at alternative times by appointment with the Auctioneers. The collection and removal of lots is the sole responsibility of the Buyer.

Any arrangements in respect of the lots being collected by a courier and payments associated with this is for the Buyer to undertake and make. Any lots remaining after Saturday 6th April 2024 will be re-sold (see section 11 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 site and all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer/close of bidding.

LOADING FACILITIES - Loading facilities will be available at the farm on collection days by prior arrangement with the Auctioneers.

BIDDERS INFORMATION - All registrations for this Online Timed Machinery Auction are provisional and subject to the approval of the Auctioneer. Your Highest Bid will be treated as a valid bid even if at the time of placing it the RESERVE IS NOT MET. Sellers may ask us to reduce the reserves in the closing hours and put items on sale. Remember when placing a bid you are bidding to buy. Details are provided in good faith. They should not be relied upon as fact and Buyers must make their own investigations where measurements, mileages, hours, condition or authenticity are critical. Buyers should make themselves satisfied they are happy with the lot before they bid as viewing is available on all lots on viewing days and by prior appointment, all bids are non-retractable. Potential Buyers who do not inspect lots prior to bidding do so at their own risk. The condition and function of an item should be confirmed by the bidder, prior to bidding as there will be NO refunds or allowance given after the closure of the bidding process. Your bid is your commitment to purchase. Transgression of these rules will be reported to i-bidder.com or bidspotter.co.uk and the

bidder will be blocked from taking part in any future i-bidder.com or bidspotter.co.uk sales. No warranty is offered or implied. Each lot is bought and sold as seen. Viewing is welcome and recommended. If a bid is placed during the last 10 minutes of a lot's closing time then the closing time is updated to end approximately 10 minutes from when the bid is placed.

VAT - VAT will be payable on all lots in addition to the hammer price, Buyer's premium and internet surcharge at the standard rate of 20%.

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.

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 the Auctioneers.

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.

VIEWING - All lots will be available to be viewed at Wood Farm between 9am – 4pm on Wednesday 20th March 2024 and Thursday 21st March or at other times by appointment with the Auctioneers. All persons attending the viewing 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 site should be reported immediately to the Auctioneers for details to be recorded.

EXPORT OF GOODS - All goods purchased at Townend Clegg Agriculture 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 - Goods exported from the United Kingdom from 1st January 2021
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
  - a) The Buyer provides Townend Clegg Agriculture with their VAT/FISCAL NUMBER (which will be verified with UK Customs & Excise) at the time of purchase.
  - b) The goods are removed from the United Kingdom within three months from the time of supply (the date of auction)
  - c) Townend Clegg Agriculture are provided with valid commercial documentary evidence that the goods have been removed from the United Kingdom within three months of the date of auction.

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.

FURTHER INFORMATION - Further information and enquiries may be made by contacting the Auctioneers on 01430 331333

Or Michael J. Townend on 07836 655354.  
Email:  
michael.townend@townendcleggagriculture.co.uk

Or Andrew Houlden on 07970 126303  
Email:  
andrew.houlden@townendcleggagriculture.co.uk



## MISCELLANEOUS ITEMS

- 1-10 10 no Portek Scatterbird Mark 3 gas bird scaring Guns
- 



- 11 Portek Scatterbird Mark 4 gas bird scaring Gun
- 



- 12 Agri Weld Quick Shift c/w 5 tonne capacity. Serial No 12390215
- 



- 13 TAC Farm Services Ltd hydraulic bale Spike c/w Matbro pin & cone brackets.
- 



- 14 Cherry Products big bag Lift c/w Matbro pin & cone brackets - 2019
- 



- 15 Agriweld 3m Grain Pusher. Serial No 13880715



- 16 Russells made 2 tonne steel drill filler Hopper c/w Matbro pin & cone brackets.



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**GENERAL FARM MACHINERY**

- 17 Haymaker HM300 Haybob - 2004



- 18 Maschio Giraffa XXL 230 folding flail Mower. Serial No NM91D0628 - 2023



- 19 McConnel PA5860 flail Hedgecutter c/w 1200mm cutter header - 2012



- 20 Master MRM200 20 tonne mobile Grain Drier c/w three phase electric motors & diesel burner - 200 hrs use (serviced by Master Dryers) - 2011



- 21 Sulky X 40 + Econov twin disc Fertiliser Spreader c/w 24-36m discs, section control, front mudguards, hydraulic hopper cover & ISOBUS plus computer screen - 2022
- 



- 22 3.5 metre heavy duty flat water filled ballast Roll.
- 



### **CULTIVATION EQUIPMENT**

- 23 Triple K manual folding cultivator
- 



- 24 Ransomes 9 tine C-tine Cultivator
- 



- 25 Vaderstad NZ 6.6 metre Triple K trailed hydraulic folding Cultivator. Serial No. 6050
- 



- 26 Ransomes C83B 2 leg Subsoiler





- 27 Sumo Sub 5 5 leg Subsoiler c/w heavy duty packer roller. Serial No. AD567
- 



- 28 Dowdeswell 145 Series MA 5 + 1 furrow hydraulic on land or in furrow, reversible Plough c/w DDS bodies, furrow wall breakers & furrow press arm. Serial No. 13MA36015 - 2013
- 



- 29 Lemken 14 ring furrow Press (to fit the above) Serial No. 01837
- 



- 30 Simba Series 1B trailed hydraulic folding heavy duty Discs c/w rear drawbar & 31 no. discs (all as new). Serial No. ODH/1B/31/FS 43379023 Cultivator
- 



- 31 Vaderstad CR 500 Carrier 5 metre combination Cultivator c/w crosscutter discs. Serial No. CR00012943 - 2014
- 



- 32 Kuhn HR6004 R 6 metre hydraulic folding Power Harrow c/w packer roller. Serial No. 1233940 K0554 - 2019



- 33 Sumo LDS/3 FAR 3 metre low disturbance system combination Cultivator c/w packer roller. Serial No. BA318 - 2021
- 



- 34 6 no. Sumo disc Coulter Units c/w toolbar (to fit the above)
- 



- 35 Dal-bo Compact 1230 x 55cm Powerroll Snowflake 5 gang horizontal hydraulic folding 12 metre notched ring Rolls c/w clod breaker rings. Serial No. 55647.- 2016
- 



- 36 Sulky Xeos 4 metre hydraulic folding Cultiline HRW 4000.28 Power Harrow combination Drill c/w twin disc coulters, packer roller & XEOS TF front mounted seed hopper. (still on original tines - drilled approximately 400 acres) - 2019
- 



- 37 Vaderstad Rapid A 400S 4 metre system disc Seed Drill c/w front drawbar wheels, seed eye and wheel eradicators (drilled approximately 500 acres) Serial No. RDA0018255 - 2022



## ALL TERRAIN VEHICLE AND ACCESSORIES

- 38 Honda Fourtrax ES 4 x 4 TRX420 petrol engine Quad Bike c/w towbar 2455kms. Reg No. YX19 CPO - First Registered - 01/03/2019



- 39 Stocks Ag Pro65 Fan Jet Plus slug pellet Applicator c/w electronic control & quad mounting kit (to fit the above) - 2022



- 40 2 wheel ATV Trailer



## TRAILERS

- 41 Portequip PT012 tandem axle steel bodied 24ft long flat bed Trailer c/w sprung drawbar, front & rear bale gormers, detachable ladder & ATC 500/45 - R22.5 tyres. Serial No. PQ280813 - 2013



- 42 Griffiths 10 tonnes steel monocoque sprung tandem axle tipping Trailer c/w automatic opening tailgate c/w grain chute & 445/45 R19.5 tyres - 1993



- 43 Richard Western RC14LX 14 tonnes steel monocoque sprung tandem axle tipping Trailer c/w sprung drawbar, hydraulic tailgate c/w grain chute, front window & ladder, 550/60 R22.5 tyres & brake balancer (painted classic Ford blue) - 2016



- 44 Richard Western SF14LX 14 tonnes steel monocoque sprung tandem axle tipping Trailer c/w sprung drawbar, hydraulic tailgate c/w grain chute, front window & ladder, 560/60 R22-5 tyres & brake balancer (painted classic Ford blue) - 2018



### **SELF PROPELLED SPRAYER**

- 45 Bateman RB26 c/w 24 metre booms, 3000 litres tank, Ag leader Controls, section control, auto shut off, triple nozzles, climate control cab, tank jack, auto switch off large screens & Michelin 600/60 R28 flotation tyres, set of 380/85/R34 rowcrop wheels & LED working lights. 560 hours. Reg No. WA70 CZX . First Registered - 24/11/2020





## TRACTORS

- 46 New Holland T7.270 “Blue Power”  
Auto Command four wheel drive c/w  
climate control cab, 50 kph gearbox,  
cab & front suspension, clear roof  
panel, Michelin 710/60 R42 XEO Bib  
rear & 600/60/R30 front tyres, LED  
working lights, mid mount with  
joystick hydraulics, air & oil brakes &  
full Auto Steer RTK c/w front three  
point linkage. 681 hours (still under  
manufacturers major component  
warranty until August 2024).  
Reg No. YW21 LCE  
First Registered - 12/08/2021
- 



- 47 Sumo 1000kgs front mounted Weight  
Block c/w tool box (to fit the above).



- 48 New Holland T7.315 “Blue Power”  
Auto Command four wheel drive, c/w  
climate control cab, 50 kph gearbox,  
cab & front suspension, 710/70 R42  
rear & 600/70 R30 front tyres, LED  
working lights, mid mount with  
joystick hydraulics, air & oil brakes &  
full Auto Steer RTX c/w front three  
point linkage. 646 hours (still under  
manufacturers major component  
warranty until September 2024)  
Reg No. YX71 VOD  
First Registered - 03/09/2021



- 49 Set of Mitas 380/90 R50 rear & 380/85 R34 front rowcrop Wheels (to fit the above)



- 50 Sumo 1500kgs front mounted Weight Block c/w tool box (to fit the above) - 2019



## **COMBINE HARVESTER**

- 51 New Holland CX7.90 c/w 25ft Varifeed header c/w 2 no OSR side knives & Shelbourne Reynolds C7500 tandem axle header trailer, climate control cab, 800/70 R38 front & 500/80 R28 rear tyres, straw chopper, chaff spreader, LED working lights, moisture meter, electric adjustable mirrors reversing camera, fridge, & Auto Steer ready (bought as an ex demonstration machine) 254 threshing hours, 296 engine hours. Reg No. YY21 NMO First Registered - 26/07/2021



## CONDITIONS OF SALE FOR LIVE ONLINE MACHINERY AUCTIONS

### 1. DEFINITIONS

- (i) In these conditions the following terms have the following meanings unless inconsistent with the context;
- “Auctioneers” means Townend Clegg Limited trading as Townend Clegg Agriculture whose registered address is Eastfield, Albert Street, Brigg, North Lincolnshire, UK, DN20 8HS;
- “Host” means iBidder.com or Bidspotter.co.uk – The host website portal for this auction;
- “Internet Surcharge” means the surcharge charged to the Purchaser on purchased Lots charged by the host;
- “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 organised by the Auctioneers;
- “Sale Site” means the venue at which the sale takes place;
- “Sale Price” means the price at which a Lot is sold to the winning Purchaser; and
- “Reserve Price” means the minimum price fixed by either the Auctioneer 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 registered to bid at the Sale in any capacity are deemed to bid 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, any such special conditions will be noted within the descriptions of specific lots.
- (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 viewing a lot do so at their own risk and with notice of the condition of the premises and their contents.
- (ii) All persons viewing a lot are hereby made aware that there may be significant risks on the Sale including moving machinery and equipment;
- (iii) Caution should be exercised at all times and children and animals/pets must be fully supervised at all times.
- (iii) All persons viewing a lot must take notice of all specific health and safety notices on display. If in doubt, please consult the Auctioneers in charge.
- (v) Any accidents or incidents that occur on the Sale site must be immediately reported to the Auctioneers and details recorded in the appropriate accident book, No powered machinery or equipment should be started without the prior approval of the Auctioneers.
- (v) Any vehicles brought onto the Sale site to collect Lots should be operated with extreme caution and within a 5mph speed limit. Loading using machinery should only be undertaken by suitably qualified and experienced operators.
- (vi) The Auctioneers shall have the right at their discretion to refuse admission to their premises or those of their clients by any person.

### 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 clauses 5(ii) or 5(iii), the Auctioneers 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 or 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(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 15(v).

### 7. RESERVATIONS

The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.

## **8 CATALOGUES AND ADVERTISEMENTS**

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement 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) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers.
- (iii) 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.
- (iv) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.
- (v) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any Lot.

## **10 PAYMENT**

- (i) All Purchasers must register their names addresses before they are permitted to bid in an online sale. The Auctioneers reserve the right to reject or terminate any registration at its sole discretion.
- (ii) On conclusion of the Auction period, we will notify the Purchaser by email to confirm:
  - (a) that the Purchaser is the winning bidder; and
  - (b) the amount of the successful bid
- (iii) Attached to the notification email will be an invoice for the amount of the winning bid plus any relevant commission and VAT.
- (iv) All lots must be paid for within 5 working days of the conclusion of the Auction period.
- (v) The Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.
- (vi) All payments must be made by either Cheque, Bankers Draft, BACS or CHAPS, payments will not be accepted by Debit or Credit Card.

## **11 RESERVATION OF TITLE**

- (i) If not paid for on demand, the Lot shall be returned to the Sale site 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 11(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.

## **12 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.

## **13 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 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 judgment 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 13(v) to clause 13(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 entered into the sale 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 them.
- (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 & 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 & 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 has passed to the Purchaser at the fall of the hammer.

## **14 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 authorisation necessary before such vehicle or trailer can be used on the road,



## **15 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 (such period of time may be extended at the Auctioneers sole discretion) 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 Sale Site (or other such location as notified to the Purchaser by the Auctioneers) within 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 16 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 price 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 directors of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

## **16 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 any 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.

## **17 AUCTIONEERS' RIGHT TO ANNUAL SALES**

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

## **18 REMOVAL OF LOTS FROM THE SALE SITE**

- (i) All Lots whether sold or unsold may not be removed from the Sale site 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) The Purchaser has no right to anything not described in the catalogue.
- (iii) The Purchaser will be responsible for removal of Lots at his own expense and must provide his own labour and equipment. Such removal must be carried out safely and lawfully in accordance with any conditions of sale of which the Purchaser is notified.
- (iv) All Lots purchased must be cleared from the Sale site within seven days of the date of the Sale in which they were purchased.
- (v) 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 Sale site for longer than the times specified in clause 18(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 Sale site.

## **19 BUYER'S PREMIUM**

The Auctioneers will charge Purchasers a Buyer's Premium of 2% (plus VAT) on the Hammer Price of each and every Lot purchased.

## **20 INTERNET SURCHARGE**

The Auctioneers will charge Purchasers an internet surcharge of 2 ½ % (plus VAT) on the Hammer Price of each and every Lot purchased online.

## **21 THIRD PARTY RIGHTS**

- (i) A person who is not a party to the contractual relationship 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 & JURISDICTION**

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

# JH Pickup & Co

On instructions from SJ Sleath Agricultural Contractors  
(following a change in farming policy)

**WARREN HALL FARM, MARSH HILL LANE,  
SYKEHOUSE, GOOLE, DN14 9AH**

**FOR SALE BY PUBLIC AUCTION**

(ONSITE & ONLINE)

**11.00 AM WEDNESDAY 24 APRIL 2024**

**COMBINE HARVESTER, 3 TRACTORS, 2 TELESCOPIC HANDLERS,  
LORRY, BIG SQUARE BALER, GANDINI WOOD CHIPPER, HAYTIME  
EQUIPMENT, CULTIVATION EQUIPMENT, TRAILERS, GENERAL FARM  
MACHINERY, LIVESTOCK REQUISITES & MISCELLANEOUS ITEMS**

**Contact Andrew Houlden of JH Pickup & Co  
2 Doncaster Road, Bawtry, Doncaster, DN10 6NF**

**Office Phone No: 01302 714399**

**Mobile Phone No: 07970 126303**

**E-mail: [andrew.houlden@jhpickup.co.uk](mailto:andrew.houlden@jhpickup.co.uk)**



LOT 48



LOT 51





**Townend  
Clegg**  
**AGRICULTURE**