

# Land & Property Experts





### Brissenden Farm

Sand Lane, Frittenden, Cranbrook, Kent TN17 2BA

### Wednesday 2<sup>nd</sup> October 2024

Farm machinery dispersal sale by auction
Tractors and vehicles, general farm equipment and good quality
arable machinery from 600 acre farm including:

John Deere 7810 Tractor (2000), John Deere 7810 Tractor (1999) New Holland T4030 Tractor (2011), Ford Dexta Tractor, Unimog N1500 LWB unit with hiab, Kubota RT 900 Gator, Samsung SE130 13T excavator, Warwick 14 tonne and Marshall 10T grain trailers and other trailers incl HM 15T low loader.

Claydon 7.2m hydraulic straw rake, Will-Rich 6m cultivator, Simba 5m folding discs, Cousins contour 12.3m ring rolls, Rexius Twin 450 4.5m cultivator press John Deere 750A 4m direct drill, John Deere 732i 24m trailed sprayer, KRM 24m fertiliser spinner, Dowdeswell 4/F plough, cultivators, harrows and rolls, Votex, Perfect and Kuhn mowers, Spearhead hedge cutter and other field equipment.

Workshop tools, miscellaneous items and sundries etc.

at 10.30 a.m.

www.btfpartnership.co.uk

### SUMMARY OF TERMS AND CONDITIONS OF SALE

Any person attending the Sale is deemed to attend on the understanding that they have read and understood the Full Terms and Conditions of Sale, copies of which are readily available on request from the Auctioneers or can be viewed at our sales office. Below is a summary of the Full Terms and Conditions of Sale. This summary is intended to serve as a reminder and for ease of understanding only, it is not in any way intended to be exhaustive.

#### 1. Exclusion of Liability

Any person entering the Sale ground at any time does so entirely at their own risk. The Auctioneers shall not be liable for any expense loss claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including any Lot) nor in any respect of personal injury to or death of any person before or arising out of or in the course of or caused by the Sale.

### 2. Catalogues and Advertisements

- (i) The Auctioneers do not guarantee that any Lot described in any catalogue or advertisement will be offered for sale nor that any description therein can be relied upon as accurate. Any illustrations in catalogues are for general identification only.
- (ii) The Auctioneers will not be responsible for any costs incurred by any person in reliance on the description of a Lot in the catalogue and those attending the auction will have no claim against the Auctioneers for their costs should any advertised Lot not be offered at that Sale.

#### 3. Warranty and Inspection of Lots

- i) The Auctioneers' knowledge of the Lots is initially dependent on the information provided by the Seller. The Auctioneer does not carry out exhaustive due diligence on each Lot. The information supplied about Lots is not a representation of fact but a statement of opinion on the basis of the evidence reasonably available. Bidders acknowledge these points and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the Lots in which they may be interested. Tractor hours and vehicle mileage are as recorded and not warranted.
- ii) It will be for Bidders to satisfy themselves as to health and safety matters. Bidders including the Buyer acknowledge that Lots have generally been used and many are of an age and type which means that they are not in perfect condition. As such they may not comply with current health and safety legislation and may have faults not expressly referred to in the catalogue or the other information that may be available on individual Lots from the Auctioneers.
- iii) The Buyer must satisfy himself prior to bidding for a Lot as to its condition and should exercise and rely on his own judgement as to whether the Lot accords with its description. The Auctioneers shall have no liability for the accuracy of the description of any Lot. Unless otherwise stated no warranty is given by the Auctioneers to the Buyer in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law. It is the Buyer's responsibility to check the Lot and ensure that its subsequent use is compliant and that identified health and safety concerns are rectified.
- iv) If a Lot is described at the time of the Sale as in "working order" that Lot is understood to have no defect which renders it incapable of the reasonable work for which it is intended.
- v) Where electrical equipment is sold without specific instructions for its use it is the responsibility of the Buyer to seek independent advice as to its safe operation. The Auctioneers and the Seller shall have no liability for the safe operation of the item by the Buyer.

### 4. Bidding

- (i) No person may bid without warranting their identity to the Auctioneers. The advance in the biddings shall be regulated by the auctioneers and no person shall retract a bid.
- (ii) Bids shall be made exclusive of any VAT which may apply.
- (iii) The Auctioneers may refuse to accept the bidding of any person without giving any reason.
- (iv) The person who makes the highest bid acceptable to the Auctioneers shall be the Buyer on the fall of the hammer. Should any dispute arise between two or more approved bidders, or between the auctioneers and any approved bidder, the lot in dispute to be put up again, or not, at the discretion of the auctioneers.
- (v) A Bidder is deemed to have inspected any Lot for which he is bidding and if successful in that bidding agrees to take it with all faults and imperfections and to be responsible for ensuring its subsequent compliance with the law.
- (vi) The Buyer warrants that he is able to pay in accordance with these Conditions.

### **REMARKS & STIPULATIONS**

#### **DIRECTIONS**

Please see sale plan on the rear of this catalogue. "To the sale" signs will be erected on the day of the sale. Brissenden Farm is situated just to the south of Frittenden and about 4 miles to the north-east of Cranbrook with access from Sand Lane. The approximate postcode is **TN17 2BA.** Access is available from Sand Lane. What3word location /// ripen.stance.theme

#### VAT

VAT will be payable on all lots at the rate of 20% unless the lots are marked with an asterisk(\*).

### **PAYMENT**

Payment is to be made on the day of the sale at the Auctioneer's Pay Office, and should be made by bank transfer or debit card. The account for payment by bank transfer is 20-25-42 a/c no. 43608212. Purchasers unknown to the auctioneers who wish to pay by cheque should provide proof of identity and references prior to the sale (e.g. passport, driving licence, shotgun certificate etc). **Please note we do not accept credit card payments** and that there will be a 2% charge made on company debit card transactions. We can only accept cash payments up to a maximum of £100 from any individual purchaser at each sale.

#### **CLEARANCE**

All Lots are to be cleared immediately. Any Lot left after **Friday 4th October 2024** will be cleared and any costs charged against the purchaser. Please remember that the <u>Lot is at the purchaser's risk</u> following the fall of the hammer. A loadall will be available on the day of the sale only to help with loading and clearing the sale field.

### **HEALTH & SAFETY AT WORK ACT 1974 (AS AMENDED BY LATER LEGISLATION)**

It is expressly brought to the bidder's attention that at the time of the sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health & Safety at Work Act, 1974 or any other Acts or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Successful bidders of any such plant, machinery or equipment are hereby required to ensure that the use of any such items at a place of work within the United Kingdom do not contravene such relevant Act or Regulation. Please note that the lots are laid out in buildings and yard where space is restricted. Please be aware of moving machinery and vehicles at all times.

### **BIDDERS REGISTRATION**

All potential purchasers must register and obtain a bidder's registration number to be able to bid. No bid will be accepted from any person without a bidder's number. Bidder's numbers can be obtained from the sales office on the day of the sale. Please note that we require all persons registering to prove their identity

### **CLIENT'S MONIES**

Monies received on behalf of clients are deposited and held in an account maintained at Barclays Bank plc., Dartford, Kent

**REFRESHMENTS:** Light refreshments will be available.

#### **VIEWING**

Between 12 noon and 4pm on Tuesday 1st October 2024 and then from 8.30am on the morning of the sale.

SALE DAY TELEPHONE NUMBER: 07881 690182

### LOT NO. DESCRIPTION

### <u>Sundries – In Yard</u>

1	Scaffold Tower
2	Quantity of Kent Peg Tiles
3	Quantity of electric armoured cable
4	Rabbit Wire and Fencing Sundries
6	Quantity of electric fencing wire, posts and batteries
7	Portek scatter gun – Bird Scarer
8	Portek scatter gun – Bird Scarer
<b>*</b> 9	Table and chairs
10	Quantity of tree guards & pegs
11	Small shot blaster and sand
<b>*</b> 12	Acorn auto clay 65 clay pigeon trap
13	Pair of IBCs
14	Quantity of corrugated iron
15	Quantity of bricks
16	Pair of fan doors
17	Quantity of short section RSJs
18	Manhole cover
19	6 x concrete purlins
20	Quantity of railway sleepers
21	Quantity of gate posts
22	Quantity of breezeblocks
23	Ifor Williams trailer ramps
24	Qty ladders
25	Sundry chains – 3 lots
26	4 tie down chains and ratchet handles
27	Husquivana Pw 480 pressure washer
28	Cooper Peglar CR3 knapsack sprayer
29	Berthound knapsack sprayer
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### **Tyres and Wheels**

<b>*</b> 37	Pair of Dextar 11 x 28 rear grass tyres and wheels
<b>*</b> 38	Pair 13.6 – 16 rear grass tyres for Kubota
<b>*</b> 39	Pair 25 x 8.5 – 14 front grass tyres
40	Set of 4 front and rear row crop wheels for John Deere 7810
41	
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43	
44	
45	

### Workshop Tools- In Barn

<b>*</b> 46	Blacksmiths anvil and stand
47	'Silent' portable 230 KVA Generator
48	Quantity of workshop tools and sundries
<b>*</b> 49	Quantity of top links and staybars
50	Sealey 3T vehicle jack
51	SIP jump start battery chargers
53	Electric spraypack for ATV with booms
54	Sealey 3T vehicle jack
55	Sealey pit jack
56	22T pneumatic tractor jack
57	Electric spraypack for ATV with booms
<b>*</b> 58	Monkey winch on wheels
59	Hydraulic pipe bender



61 Trac jack 62 Wheel remover 63 Qty strip lights 64 Hole saw kit 65 Makita reciprocating saw 66 Wolf power drill  *67 Electric kango hammer & 240 to 1 transformer 68 Quantity air hose and breaker  *69 Single to 3 phase invertor 70 5 Litre petrol can 71 3 jerry cans 72 Vice and clamp 73 Leg vice 74 Hydraulic jack hammer 75 Workshop racking 76 Electric Pedestal Grinder 77 Sinar grain spear 6300 78 Pair of harvest installation automatic constant humidity controllers on stand (for spares) 79 80 Rangemaster 4 oven electric cooker 81 82 83 84 85 86 87 88	<b>4</b> (0	Tirfor winch
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#67 Electric kango hammer & 240 to 1 transformer  68 Quantity air hose and breaker  *69 Single to 3 phase invertor  70 5 Litre petrol can  71 3 jerry cans  72 Vice and clamp  73 Leg vice  74 Hydraulic jack hammer  75 Workshop racking  76 Electric Pedestal Grinder  77 Sinar grain spear 6300  78 Pair of harvest installation automatic constant humidity controllers on stand (for spares)  79  80 Rangemaster 4 oven electric cooker  81  82  83  84  85  86  87  88	65	Makita reciprocating saw
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### **Tractor & Machinery Parts**

<b>*</b> 90	Massey Ferguson pressure control unit
<b>*</b> 91	Mechanical starter for Fordson Major
<b>*</b> 92	Fordson Major belt pully
<b>*</b> 93	Ford tractor spares
<b>*</b> 94	Ford 4000 pump & reservoir
95	Fordson Major type 4 cylinder engine from standby generator
<b>*</b> 96	Farm hand loader oil tank & pump
97	John Deere 7000 series front bolster
98	Set of 18 John Deere front weights on tractor
99	Set of 16 John Deere front weights

100	Quantity of Ford front weights
101	50 chafter dribble bars
102	46 BFS auto streamer fertiliser jets
103	
104	

# **General Farm Machinery**

105	PTO driven pressure washer
106	3 point linkage mounted PTO compressor
<b>*</b> 107	Fransguard tractor mounted double drum winch
108	Opico post hole borer and augers
109	Spalding slug pelletor for ATV
110	Stocks rotor meter micro seeder and hopper with GPS control
111	Farm Hand F12 oil tank and PTO pump
<b>*</b> 112	Fraser link box
<b>*</b> 113	Link box
114	Twiga Spearhead 4XR hedge cutter
115	Chapman 1.2m trailed flail mower with roadwheels and Honda
	petrol engine
<b>*</b> 116	Votex 3.5m offset topper with transport kit
117	Perfect 2.8m hydraulic offset mower
118	Kuhn BNE210 Flail Mower
119	Flemming 8ft topper
120	Pallet forks
121	4 in 1 Bucket – pin and cone
122	Dung grab – pin and cone
123	
124	



### **Arable Equipment**

125	Claydon 7.2m hydraulic folding straw rake (16mm tines)
126	Michael Moore single leg mole plough
127	Bamford 4m subsoiler with 5 tilso low disturbance legs and crumble bar
128	Parmiter 7' mounted discs
129	Simba 5m hydraulic folding discs with depth wheels and draw bar
130	Opico 3m sward lifter frame with 5 tilso legs
131	Dowdeswell DP8 4 furrow reversible plough
132	Philip Watkins 1.3 tonne 3m front press with leading tines
133	Vaderstad Rexius Twin 450 trailed hydraulic folding 4.5m cultivator press with 3 bank conversation
134	Will-Rich 6m hydraulic folding cultivator
135	Vogel and Noot 3m power harrow with crumble bar
136	Cousins Contour 12.3m hydraulic folding ring rolls with road wheels and adaption for small seed broadcasting
137	Carrow 600 litre mounted sprayer with 10m boom
138	John Deere 750A 4m direct drill with depth wheels and tickle bar
139	Jordan 'Super Sow Lite' 2m trailed drill
140	John Deere 732i trailed 24m sprayer with quad jets, auto track, auto level and auto selection. LPG wheels and set of row crop wheels.
141	KRM Bogball M2 24m fertiliser spinner with 3 tonne hopper extension
142	Greenstar 1800 screen 3000 receivers on SFI
143	Greenstar 2630 screen 6000 receivers on RTK
144	
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## <u>Trailers</u>

<b>*</b> 146	Warwick 3 tonne HT trailer
	Warwick 14 tonne twin axle grain trailer with flotation tyres,
147	hydraulic tailgate and airbrakes
148	10 tonne drop side twin axle trailer
149	HM low loader trailer 15 tonne steel floor and hydraulic ramps
150	

# <u>Tractors</u>

	New Performance Dexta Tractor (3193 KP) 3440 hours approx. KES
151	narrow conversion with pickup hitch. Serial number 09D910167
152	New Holland 4WD T4030 Tractor (2011) 1628 hours approx.
	John Deere 4WD 7810 Tractor (W833 RFH) 9500 hours approx. with
153	front linkage, front PTO and auto steer
	John Deere 4WD 7810 Tractor (T832 KHK) 10500 hours approx. with
154	auto steer, front linkage

### Farm Vehicles

155	Benford forward facing articulated 9 tonne dumper truck
156	Samsung SE130 13 tonne track excavator with 3 buckets
	Unimog 1500 long wheelbase Tractor unit, registered as agricultural vehicle. Right hand drive with bed mounted 144 hiab
157	lift (in test)
158	Kubota RTV900 (GX08 BYN) 2112 hours approx.

In situ lots to end the sale will include a quantity of telegraph poles & other sundry items.



#### 5. Payment by Buyers

- (i) The Buyer shall pay the Auctioneers in full on the day of the Sale for the Lot purchased together with any charges or other payment due under the Full Terms and Conditions of Sale before removing that Lot from the Saleground.
- (ii) Payment is to be by a means approved by the Auctioneers.
- (iii) Where a Buyer defaults on a payment the Auctioneers reserve the right to re-sell the Lot and to charge the Buyer for any expenses and loss incurred by reason of the failure of the Buyer to complete his purchase and to retain any profit that may arise from that resale.
- (iv) The Auctioneers reserve the right to charge the Buyer interest on any payment outstanding from five Working Days after the day of the Sale together with any reasonable debt recovery charges such rates and charges for all transactions to be those prescribed for commercial debts by the Late Payment of Commercial Debts (Interest) Act 1998 as amended.
- (v) If the Auctioneers have paid the Seller the Sale Proceeds due for a Lot before the Buyer has paid the Auctioneers in full for the Lot then the Auctioneers shall have a lien on the Lot until the outstanding amount is paid by the Buyer to the Auctioneers.
- (vi) In the event of any sale by the Buyer of a Lot before full payment has been made the Buyer shall hold the proceeds of such sale on trust for the Auctioneers to discharge the lien referred to at Clause 5(v).

#### 6. Responsibility for Lots

From the fall of the hammer for a Lot that Lot is the liability of the Buyer who is responsible for its safe use any damage to it and for complying with all legal requirements.

#### 7. Removal of Lots from the Saleground

- (i) No Lot whether sold or unsold may be removed from the Saleground without the written authority of the Auctioneers. Passes for such removal must be obtained from the Auctioneers' on site office and each Lot will be checked out by the Auctioneers or their duly authorised representative. The Auctioneers accept no liability for Lots while on the Saleground whether sold or unsold.
- (ii) The Auctioneers are entitled to dispose of any Lot which (without express written consent of the Auctioneers) has not been collected within three days from the day on which it was sold or last offered for sale or such period as shall have been announced in the special conditions. For the avoidance of doubt any monies arising from such a disposal will be paid to and retained by the Auctioneers.

### IMPORTANT NOTE

No lots are to be cleared from the yard & buildings until selling has finished in that area – this is for safety reasons.

### Brissenden Farm Location Plan

