



By order of James Hopkirk and Andrew Tate of Kreston Reeves LLP the Joint Liquidators of Everwood Limited

## WOODWORKING MACHINERY AND ASSOCIATED EQUIPMENT

(Subject to Availability)



**ONLINE AUCTION:**

To bid please go to [www.lsh.co.uk/assetadvisory/online-auctions](http://www.lsh.co.uk/assetadvisory/online-auctions) or

**BidSpotter**  
.co.uk

**AT:**

Emir Building, Wotton Road, Ashford, Kent, TN23 6JY

**ON VIEW:**

Mon 9<sup>th</sup> August 2021, 10.00am – 4.00pm

**BIDDING ENDS:**

Wed 11<sup>th</sup> August 2021 at 12.00 noon

**CLEARANCE:**

Mon 16<sup>th</sup> to Fri 20<sup>th</sup> August 2021, 8.00 am – 3.00pm only

**FURTHER INFO:**

Kevin Powell 07976 732244 [kpowell@lsh.co.uk](mailto:kpowell@lsh.co.uk),

Lewis McCarty 07591 953063 [lmccarty@lsh.co.uk](mailto:lmccarty@lsh.co.uk)

**BID ENQUIRIES:**

MBA Accounts 023 8046 1643 [AAAccounts@lsh.co.uk](mailto:AAAccounts@lsh.co.uk)

**OFFICE ADDRESS:**

UK House, 180 Oxford Street, London W1D 1NN

## Woodworking equipment (subject to availability)

**Plant and Machinery:** SCM Accord 20 CNC machining centre, SCM Olympic S 1000 edge banding machine, Celashi/SCM Superset NT automatic through feed moulding machine, Celashi TSA200 tenoner, Beta NC chisel morticer, Wadkin and Bursgreen spindle moulder, thicknesser, planer, circular saw, Minimax 600P band saw, Palamatic jib mounted panel vacuum lifter, Ramarch easy pack dupla twin clamp, various pedestal drills, Startrite band saw, Gibbs thermal bonding machine, warehouse racking, Ran Heat bio mass furnace + Motorised dust extraction system, fork lift truck, pallet trucks, woodworking benches, routers, pneumatic power tools and hand tools including clamps, steel storage boxes, pallets, packing and office furniture, etc.

**Stock:** To include various mallets, marking gauges, vices, screws, nails , fittings and more, etc.



SCM Olympic s 1000



Celashi Superset nt



Beta NC Chisel Morticer



Raymarch Easy pack twin clamp





Woodworking Machinery



Woodworking Machinery





Mini max 600P band saw



Vertical & Horizontal drilling station



Startrite Band saw



Omega Radial Arm saw



Gibbs Thermal Bonding Machine



Interwood double edge band sander



Wadkin Spindle Moulder



Wadkin Thicknesser



Pfeiffer pedulum circular saw



Whitehead junior Planer  
Thicknesser



Palmatic jib mounted vacuum lifter



Lathes





Paint Spray booth



Lifting Equipment



Heli Fork Lift truck



Pallet trucks



Ran Heat Biomass boiler



Storage Silo



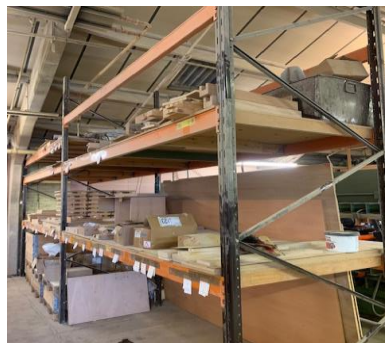
Particle extraction system



Weima chipper



Routers/trimmers and other power tools



Warehouse racking



Clamps



Woodworking tools

## **NOTICE TO PURCHASERS**

### **VIEWING:**

- The lots may be viewed as follows: **on Monday 9<sup>th</sup> August 2021 between 10.00am and 4.00pm.**
- Located at **Emir Building, Wotton Road, Ashford, TN23 6JY**
- Please bring your own face mask covering to the site and PPE.

### **BIDDING ENDS:**

- Bidding will end at: **Wednesday 11<sup>th</sup> August 2021 from 12.00pm noon** [subject to the normal 10 min extension] **AT WHICH TIME ALL HIGHEST BIDS WILL BE CONSIDERED.**

### **ACCEPTANCE OF FINAL HIGHEST BIDS – IMPORTANT NOTE:**

- **Acceptance of all final highest bids is subject to approval by our client.**
- Lambert Smith Hampton reserves the right to reject any bids which they feel does not reflect reasonable value
- Successful bidders will be notified by email by **4pm on Thursday 12<sup>th</sup> August 2021**

### **INSTRUCTIONS FOR BIDDING:**

- Access for bidding can be obtained through our website [www.lshmachinerysales.co.uk](http://www.lshmachinerysales.co.uk)
- Full details including valid email address must be provided in order to receive approval for bidding
- In the event of a bid being received within 10 minutes of the scheduled closing time, the bidding period on that lot will automatically extend by a further 10 minutes and for a further 10mins for any bid received thereafter.
- Staggered end times have been applied to the lots in this sale. Please check the lot you are bidding on for the end time.
- **MAXIMUM BIDS:** If more than one maximum bid is placed of the same amount, the maximum bid placed first will be considered the highest bid and a further bid will need to be to be placed to take the lead. Bidders are notified by an automated message which appears on their screen
- **IMPORTANT:** When bidding, do not forget to ‘REFRESH’ your screen to ensure you are aware of current bids.
- **MAILING:** All approved bidders will automatically have their details placed on our database for notification of futures sales undertaken by Lambert Smith Hampton only. In the event that you wish to have your details excluded from our database, please use the ‘unsubscribe’ feature within our website (as above) alternatively please notify our Sales Administration Team [aaaccounts@lsh.co.uk](mailto:aaaccounts@lsh.co.uk)

### **BUYERS PREMIUM:**

- The purchaser will pay a buyers premium of **16%** plus VAT, which will be charged on all lots.
- The premium is not negotiable and will be paid by all buyers

### **PAYMENT TERMS:**

- All purchases are to be paid in full, no later than **4.00pm on Friday 13<sup>th</sup> August 2021**
- All queries regarding payment should be directed to our Sales Accounts team, [aaaccounts@lsh.co.uk](mailto:aaaccounts@lsh.co.uk)
- Please note that we do not have the facility to accept debit or credit card payments (the details required when signing up are for name and address validation purposes only).

**Please refer to the page headed “PAYMENT DETAILS” for acceptable methods of payment**

**PURCHASERS WHO MAKE OVER THE COUNTER PAYMENTS AT THE BANK WILL HAVE THEIR COLLECTION STALLED UNTIL THE BANK HAVE CONFIRMED IT IS A LEGITIMATE CASH PAYMENT.**

### **VALUE ADDED TAX:**

- Purchasers will be charged Value Added Tax on all lots, where applicable, at the current rates

### **DEPOSITS:**

- Purchasers are required to pay a deposit on lots which will cause damage or leave a hole in the fabric of the building after removal. These lots will be specified in the sale catalogue. The deposit will be returned once the purchaser has made good in a satisfactory manner.

### **RISK:**

- The bidder / buyer is at risk once the buyer is notified of his successful purchases and is strongly advised to effect insurance at once, irrespective of whether title has passed. Title does not pass to the purchaser until payment has been received in full.

**RECORDED “USEAGE” READINGS:** The hour and odometer readings on machinery and vehicles in this sale cannot be warranted and should not be relied upon.

**COMPUTER SOFTWARE:** Due to the Data Protection Act, all software and data will be removed from computers prior to selling.

### **CLEARANCE TERMS AND ARRANGEMENTS**

- All lots must be removed **between Monday 16<sup>th</sup> August 2021 and Friday 20<sup>th</sup> August 2021, between 8.00am and 3.00pm only. No further access will be available after this time.**
- Please ensure you bring the required tools and manpower and arrive on site in sufficient time to allow for the safe dismantling and loading of your lots before the site closes.
- **Please note purchasers must bring their own lifting/loading equipment to site for collection, especially those items requiring RAMS for machines that require specialist moving. LSH staff will be unable to assist.**
- **Lambert Smith Hampton does not undertake packaging, postage, delivery or shipment of goods and the bidder must make his own arrangements to comply with the clearance terms.**
- Clearance of all lots must be undertaken in accordance with Health & Safety at Work Regulations and, where necessary, Construction Design and Management Regulations 1994.

- **Risk Assessments and Method Statements (RAMS):** If you purchase a lot that requires RAMS to be completed please be aware that you will not be permitted access to site to commence collection of ANY of your lots until the required RAMS has been completed and reviewed by an LSH representative. If you need access to site during the collection period to review equipment for RAMS purposes, or have any further questions please contact (**Kevin Powell, [kpowell@lsh.co.uk](mailto:kpowell@lsh.co.uk)**)
- Lambert Smith Hampton reserve the right to stop clearance if in their opinion, they believe it is being carried out in an unsafe manner or without the Method Statement and Risk Assessment.
- The purchaser should ensure that their contractors hold sufficient public liability insurance, copies of which should be made available to Lambert Smith Hampton if demanded.
- Any fluids remaining in any lots purchased **MUST** be removed from site in conformity with the Control of Substances Hazardous to Health (COSHH) Regulations.

### **CONDITIONS OF SALE**

All lots will be sold subject to the Conditions of Sale as printed on the catalogue cover. Bidders are strongly advised to read them carefully.

### **TRANSFER OF LOTS:**

Lambert Smith Hampton will only accept payment from and permit removal of lots purchased by the successful purchaser or their duly appointed agent.

### **OVERSEAS PURCHASERS:**

Overseas purchasers must, on acceptance of offers, advise of their intentions to export their good immediately and notify our Sales Co-ordinator, Elaine Allan [[eallan@lsh.co.uk](mailto:eallan@lsh.co.uk)]

Overseas purchasers will be required to provide details of :

- (a) Their passport(s)
- (b) One other method confirming their identity, ie drivers licence, name, address, UK agent (if any), telephone and fax numbers.
- (c) Full details of their national bank and their UK corresponding bank.
- (d) Details from their bank confirming method of payment, etc.

Please also ensure that:

- (e) Your country, or the country to which the items are destined, holds no import restrictions on the goods that you wish to purchase.
- (f) The country has no import licence restrictions or a restriction on currency allocation.
- (g) The country has no prolonged inspection procedure, which might cause excessive delay in allowing your goods to be imported.
- (h) You receive a fully descriptive invoice in order that you may arrange payment as soon as possible with our bank.
- (i) You employ a reputable freight-forwarding organisation. Please note that many of the machinery removal companies in this country are not necessarily freight forwarders. We will be pleased to advise accordingly.
- (j) You have read the Conditions of Sale.

#### **Please Note:**

- (a) We will not allow removal of any Lot from the Sale site until our Accounts Department has received notification from our bankers that your payment has been properly cleared in full. Monies must be transferred to ourselves within the time stated in the "Notice to Purchasers"
- (b) If there are any special arrangements that you wish to make with us, you must contact us at least three days before the Sale date.
- (c) Our terms regarding payment of VAT and subsequent refunds.

### **VAT on Goods Destined for Export:**

All purchasers intending to export their purchases will be charged a deposit equal to that of the VAT due on each lot purchased and the Buyer's Premium.

In order to qualify for a refund, the goods must be exported in accordance with regulations under "Indirect Export" and valid evidence of export received by Lambert Smith Hampton within one month of the date of export. Where satisfactory evidence is not provided, goods and services will be subject to UK VAT at the standard rate and the deposit will not be refunded.

Please ensure that the cashier has been notified of your intentions to export prior to removal of goods.

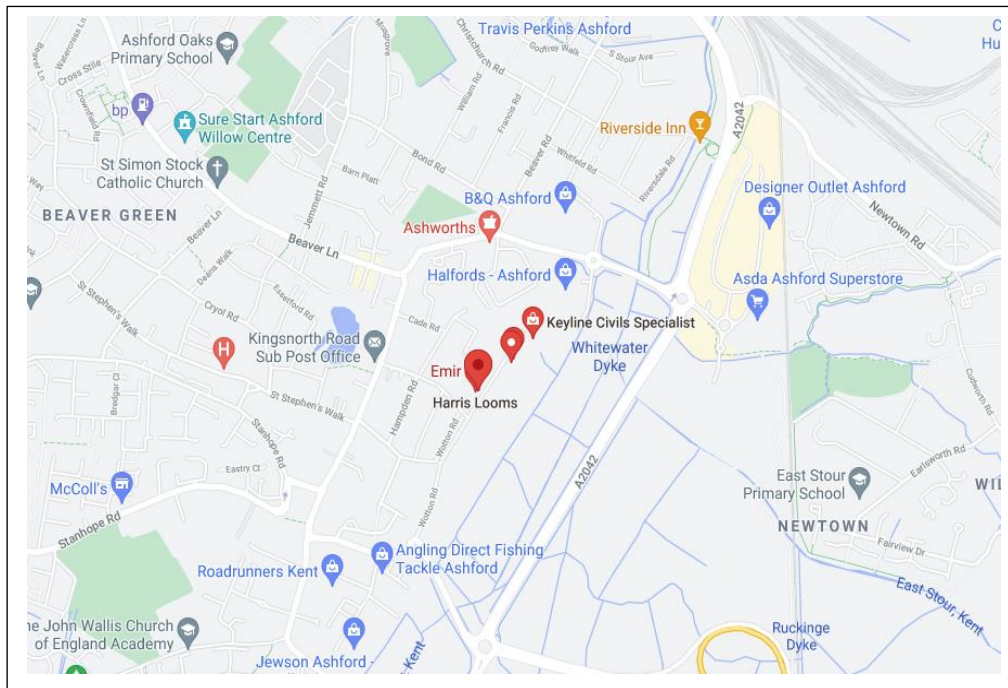
The above information must be supplied in writing to our Sales Co-ordinator, Mrs Elaine Allan, Lambert Smith Hampton, First Floor, 2 Manor Court, Barnes Wallis Road, Fareham, PO15 5TH, on your official company notepaper and signed by the contact name quoted.

If you intend to export your purchases using your own transport (either by sea, rail or air), then VAT will be levied and refunded upon receipt of satisfactory documentation, supporting removal of the goods purchased.

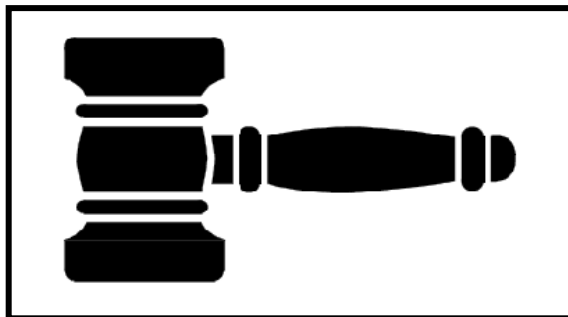
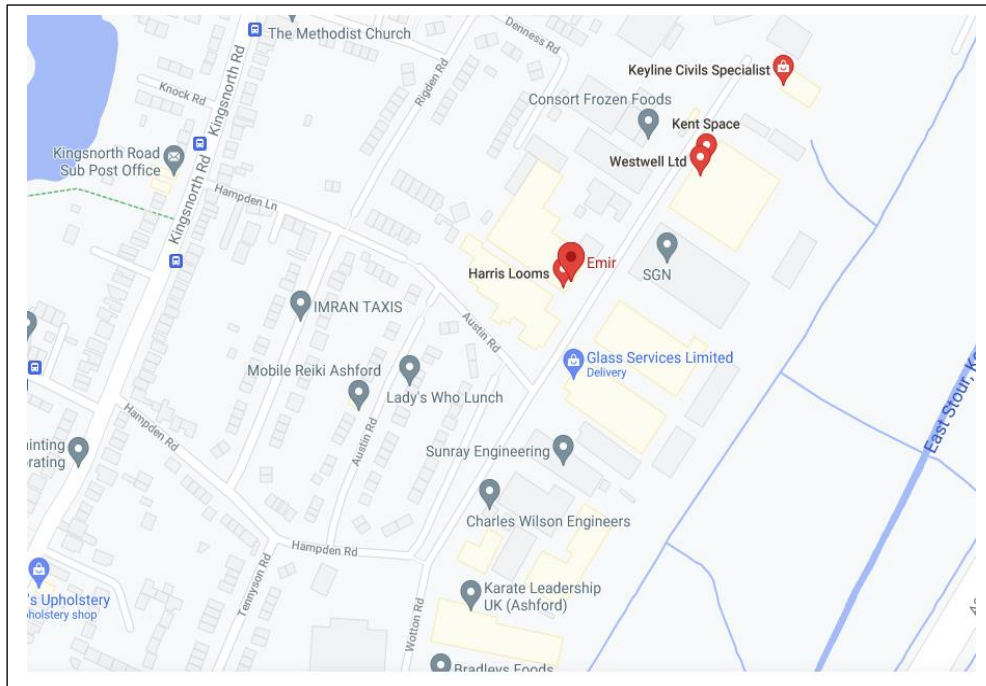
Lambert Smith Hampton reserve the right to refuse to accept the bid of any bidder should they be unable to satisfy Lambert Smith Hampton on any of the above.



**Emir Building, Wotton Road, Ashford, TN23 6JY**







## **NOTICE**

**ALL LOTS IN THIS  
SALE ARE SUBJECT  
TO A BUYERS  
PREMIUM OF 16%  
PLUS V.A.T AT THE  
PREVAILING RATE**

## **PAYMENT DETAILS**

- ◆ Purchasers should note that **GOODS MAY ONLY BE REMOVED FROM SITE UPON RECEIPT OF PAYMENT IN FULL IN CLEARED FUNDS**

- ◆ For the avoidance of doubt, CLEARED FUNDS is:

Telegraphic Transfer / BACS [see note 2]

**Credit / Debit cards / Cash / Bankers Drafts / Cheques **CANNOT** be accepted**

**PURCHASERS WHO MAKE OVER THE COUNTER PAYMENTS AT THE BANK WILL HAVE THEIR COLLECTION STALLED UNTIL THE BANK HAVE CONFIRMED IT IS A LEGITIMATE CASH PAYMENT.**

<b>(2) Telegraphic Transfers / BACS payments</b>	<p>Purchasers who wish to make direct payments into our bank account can obtain bank details from the office following notification of successful bids. Please note timescales for payment, as follows</p> <ul style="list-style-type: none"><li>◆ Telegraphic payments : up to 24hrs</li><li>◆ BACS payments : 3 day</li></ul> <p>Payments direct into our bank account will not be accepted by any other method. For the avoidance of doubt over the counter credits are not an acceptable method of payment and is in breach of Lambert Smith Hampton payment terms particularly those that relate to the Money Laundering Act 2017</p>
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## **MONEY LAUNDERING REGULATIONS**

Services provided by Lambert Smith Hampton in relation to the sale of assets fall under the Proceeds of Crime Act 2002. Accordingly we have put in place policies and procedures which are designed to prevent, forestall and identify acts of money laundering.

Lambert Smith Hampton will not accept transactions in cash which exceed £7,000 under any circumstances and Lambert Smith Hampton will take any action necessary to ensure that it does not contravene its obligations under the Money Laundering Regulations 2017. In the event that a purchaser entering into a business relationship with Lambert Smith Hampton, knowingly or unwittingly fails to comply with our policy Lambert Smith Hampton will have no choice than to treat this as a breach of the regulations. Where necessary ID will be sought by the company and consider a report to NCIS (National Criminal Intelligence Service)

**Should you have any queries on the above, please contact  
our AA Accounts Team on +44(0)2380 461643**



Lot No.	Description
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1	SCM Sandya 16S 54" wide belt sander (2008) s/n 102415 (3 Phase) c/w purpose built sanding disc cabinet & various sanding belts as lotted
2	Beta NC chisel mortiser with CNC Serial No. 16839 (2008) (3 Phase)
3	SCM Accord 20 multihead cutting system 4.25x2.25m table CNC control with power cabinet hand held operator unit + vision safety guards no hood s/n AA2/001239 (2010) (3 Phase) c/w tooling cupboard. * A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Additionally all lubricants contained within machine will need to be removed from site by the purchaser please include this within your risk assessment.
4	SCM Olympic S 1000 edge banding machine s/n AH/115561 (2011) (3 Phase) c/w qty of edge strips as lotted
5	Celaschi Superset nt automatic through feed moulder machine centre Serial No. AA2/001241 (2010) (3 Phase) c/w workbench & associated tooling
6	PB&E comet foil embossing machine Serial No. 292/1077745 240V c/w workbench & associated tooling
7	Wadkin & Bursgreen circular table saw 10AGS 7111571 (3 Phase)
8	Wadkin & Bursgreen spindle moulder s/n BER1-67552 complete with extraction funnel (3 Phase)
9	Shubert Carstens double ended 1m diameter disc sander machine no. 1021/12744 s/n 10/51 (3 Phase)
10	Unbranded belt sander and buffer (3 Phase)
11	Brookman chain mortice cutting machine Serial No. 6095 (3 Phase) c/w associated tooling as lotted
12	Buck & Hickman pillar drill slotted table type E100SL s/n 176250 (3 Phase)
13	Strands pedestal column drill S30 Aktiebolaget Serial No. 836689 c/w height adjustable table (3 Phase) & associated tooling as lotted
14	Aldolf Aldinger Himmerwerk table pillar drill Type 207/14/2 Serial No. 55817 (3 Phase) c/w associated tooling as lotted
15	Rye R28 rotary shaper centauro auto copy shaper m/c no 361 (3 Phase) c/w associated tooling & contents of three shelves of various jigs & attachments
16	Gulliet table single side spindle moulder type OPA s/n 21.49460561 (3 Phase) c/w spare cutters & blades as lotted and four drawer filing cabinet & contents
17	Rye triple vertical and triple horizontal drilling station (3 Phase) s/n 323/1819/1907
18	Schubert pneumatic clamping machine s/n 4358 (3 Phase)
19	Wadkin Bursgreen planer # 9BFT661383 (3 Phase)
20	Interwood / Kurt Ehemann double 10" edge band sander (1960) (Job width 44") (3 Phase) c/w sanding discs as lotted
21	Celaschi type TSA200 Tenoner (3 Phase) (approx. 2.8m wide) with power control unit c/w workbench, contents & sanding discs as lotted
22	Dominion Chain Morticer (3 Phase) with bespoke wood table
23	Omga radial arm saw 700/5 3000 415v Serial No. 182142 (3 Phase)
24	Gibbs thermal bonding machine s/n 2252with RF generator (3 Phase)

**Everwood Ltd**  
**Bidding Ends: Wednesday 11<sup>th</sup> August 2021 from 12.00pm noon**

Lot No.	Description
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25	Gibbs thermal bonding machine s/n 2259 with RF generator type 1-5/13 s/n 3221 (3 Phase)
26	Gibbs thermal bonding machine s/n 2695 with RF generator type 4.1/13 (3 Phase)
27	Unknown bespoke built thermal bonder with RF Generator type 1.5-13 s/n 3195 240V
28	Minimax 600P band saw Serial No. TR009975 (2011) (3 Phase)
29	Wigo Schubert double circular saw with adjustable bed (approx. 72") s/n 4470 (3 Phase)
30	Wadkin Bursgreen Spindle moulder type BER2 88450 c/w Holtz Herr type ET117 power feed (3 Phase)
31	Schubert 90° planer thicknesser with 2.5m bed with power feed (3 Phase)
32	Wadkin circular saw with height guide and table feed 415v Serial No. PU1415 (3 Phase)
33	Palamatic jib mounted panel vacuum lifter SWL 90kg tc-2006 (3 Phase). * A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
34	Palamatic jib mounted panel vacuum lifter SWL 100kg (3 Phase). * A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
35	A Crooksley & Co table planer type BB 400v s/n 34319 (3 Phase)
36	Wadkin 12BAO 691017 thicknesser 12" throat 7.5" depth (3 Phase)
37	Pfeiffer piccolo foot operated pendulum circular saw c/w entry & exit rollers (3 Phase) c/w spare blades as lotted
38	Union Jubilee mini wood lathe 32" bed (3 Phase)
39	Unnamed horizontal copy lathe (3 Phase)
40	Ramarch easy pack dupla 82 twin clamp system Serial No. 121202 (2008) (3 Phase)
41	Interwood FHU laminate press Serial No. 415 (1988) (3 Phase)
42	Whitehead Junior Planer thicknesser Serial No. 28123 (1954) 240V
43	Startrite band saw 352 415v Serial No. 125755 (3 Phase) c/w APTC single bag dust extractor
44	Norton Industries 12" double ended bench grinder Serial No. 42/985 (3 Phase)
44A	240v wall mounted angle poise lamp
45	FJ Edwards manual operated angle iron cropper & vice press (3 Phase)
45A	JB2000 Anvil c/w stand
46	Alfred Herbert 3-station pillar drill with height adjustable table (3 Phase)
47	Horizontal metal work donkey/band saw (3 Phase)
47A	Cantilever rack and contents of steel stock to include angle, rod, tube & flat steel as lotted
48	Unbranded vertical manual operated press c/w bench
49	Hogarth pedestal drilling machine 400v Serial No. 5381 (3 Phase)
50	Geprutte Sicherheit high lift 1000Kg hand pallet truck (2001) s/n 608260 *current LOLER till 7/7/22
51	Geprutte Sicherheit high lift 1000Kg hand pallet truck (2004) s/n 606866 *current LOLER till 7/7/22

**Everwood Ltd**  
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Lot No.	Description
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52	Geprutte Sicherheit high lift 1000Kg hand pallet truck s/n 606968 *current LOLER till 7/7/22
53	Climax high lift 1000Kg hand pallet truck type HIOM (2007) s/n 200707060613 *current LOLER till 7/7/22. NB: hydraulic oil top-up required as soon as possible
54	Coolie 2 ton Pallet Truck s/n 225440B-9
54A	Coolie 2 ton Pallet Truck s/n 154.225430A.406
55	Coolie 2000Kg Short Fork Pallet Truck s/n 223640NS13824
56	Coolie 2000Kg Short Fork Pallet Truck
57	Coolie 2000Kg Pallet Truck
57A	Coolie 2 ton long fork pallet truck
58	Numatic drum mobile wet & dry vacuum unit model NTD 2003 240V
58A	1200w vacuum cleaner
58B	Numatic NVD575 1600w vacuum industrial cleaner
59	Panelmate PB3 240Kg pump action mobile tilting work table (2003) s/n 037
60	<p>Contents of spray room to include Aerostyle galvanised steel dry back spray booth (3 Phase) (approx. 3100mm (H) x 2000mm (W) x 1600mm (D) ), three mobile expandable 11 tier drying trollies, Kremlin spray system, two workbenches, steel 2 door cabinet c/w Kremlin accessories as lotted.</p> <p>* A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Additionally all lubricants contained within machine will need to be removed from site by the purchaser please include this within your risk assessment.</p> <p>** NB. The purchaser is to ensure any damage incurred to the property is repaired after the removal of this lot from its current location. A refundable deposit of £500 will therefore be required by the purchaser prior to removal, of which this will be added to the successful bidder's invoice and refunded once the property has been checked and deemed damage free.</p>
61	Prem-i-air halogen garage heater 240v 3Kw
62	Thermo Quartz THE3000 IR panel heater 240V
63	Unbranded hydraulic scissor lift table 30" x 18" with current LOLER till 7/1/22
64	Sack Barrow/Stair Climber
65	Three mobile box trollies
66	Steel framed mobile box trolley
67	Set of mobile aircraft steps
68	<p>Montgomerie Fork Lift Truck MR-15 s/n 15-2370 (1976) Capacity 1680 Lbs c/w Westinghouse Charger 240V.</p> <p>NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.</p>
69	Lift Mate VVE 1000/2500 power pedestrian stacker max load 1000Kg (2002) with current LOLER till 7/1/22 - NB: Please see image of documentation regarding attention required
70	<p>Heli HFG25 2.5 Ton 3.3 meter Gas Operated Counterbalance Fork Lift Truck s/n E3794 (2010) SWL 2427 @ 500mm Load Centres *current LOLER till 7/7/22 - NB: Please see image of documentation regarding attention required.</p> <p>NB. Collection on last day of clearance</p>
71	Set of extendable forks * current LOLER till 7/1/22
72	Eonard fork lift truck barrel attachment * current LOLER till 7/1/22

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73	Fork Lift personal lift cage 950mm x 950mm s/n WPA01* current LOLER till 7/1/22
74	<p>Furcell dust extraction system c/w control panel pumps valves collection unit &amp; steel ducting throughout (3 Phase).</p> <p>* A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Additionally all lubricants contained within machine will need to be removed from site by the purchaser please include this within your risk assessment.</p> <p>** NB. The purchaser is to ensure any damage incurred to the property is repaired after the removal of this lot from its current location. A refundable deposit of £1,000 will therefore be required by the purchaser prior to removal, of which this will be added to the successful bidder's invoice and refunded once the property has been checked and deemed damage free.</p>
74A	White RIP & X Rolling Tilting Cut Saw (3 Phase)
74B	Stehle Tool Grinding Machine Model WS1
74C	Wadkin Bursgreen Planer Thicknesser BAO/S with Power Brake s/n 845568 (3 Phase)
74D	Wadkin Bursgreen Table Saw s/n 20BSW711483 (3 Phase) suitable for spares & repairs
74E	<p>Crown 40WT Electric Pallet Stacker 4000Lb Capacity s/n W16189 c/w Westinghouse SV12/25 Charger &amp; an Eccles Pallet Stacker Capacity 10CWT. Both suitable for spares and repairs.</p> <p>NB: These items have no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.</p>
74F	Approx. 35 original style fire buckets c/w wall fixings
74G	Three Platform Trolleys c/w one lifting handle
74H	Two pallets of various packing crates as lotted
75	<p>RAN Heat Bio Mass Furnace s/n B600-03-01 (2008) (3 Phase) cap 600Kw 5000 litre c/w control station, pumps, pressure vessels, pipework, exterior hopper and conveyor feed system.</p> <p>* A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Additionally all lubricants contained within machine will need to be removed from site by the purchaser please include this within your risk assessment.</p> <p>** NB. The purchaser is to ensure any damage incurred to the property is repaired after the removal of this lot from its current location. A refundable deposit of £1,000 will therefore be required by the purchaser prior to removal, of which this will be added to the successful bidder's invoice and refunded once the property has been checked and deemed damage free.</p>
76	Weima WL4 Chipper s/n 500-9523 (2010) (3 Phase) c/w control system 3725 recorded hours
76A	Kaeser SK22 HPC Screw Compressor (2017) s/n 2389 11Kw Rated Power 2960/1/Min 1737 recorded hours (3 Phase) with Sigma Control & Brock & Wade welded (SWP 100lb) vertical Air Receiver
76B	Hankison HHDP 210 CR-G air dryer (2001) s/n G2301001204 (3 Phase)
77	Cooksley turret head tool grinder s/n 3370 (3 Phase)
77A	Two bays of heavy duty slot together pallet racking (3 shelves) approx. 3.1m (W) x 1.2m (D) x 1.8m (H) c/w various 8' x 4' wood panel stock as lotted
77B	<p>Two bays of heavy duty slot together pallet racking approx. 3.1m (W) x 1.2m (D) x 3.5m (H)</p> <p>*does not include stock NB Racking to be removed on last day of clearance</p>
77C	Various timber & wood stock as lotted
77D	Two bays of heavy duty slot together pallet racking 3m (H) x 2.9m (W) x 1.25m (D)

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Lot No.	Description
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78	Brevetto Circular grinder & stand (3 Phase)
79	Universal Horizontal Stone Tool Grinder (3 Phase)
80	FJ Edwards 36" gap bed lathe (3 Phase) c/w three jaw chuck
81	Grimston double ended pedestal grinder & stand (3 Phase)
82	Unbranded pillar drill on pedestal with table & Vice (3 Phase)
83	Contents of two shelving units, one rack, tambour fronted unit to include anchor bolts, conduit fittings, sealing kits, 'O' ring kits, drill pieces, electrical spares, milling cutters, die cutters etc., as lotted
84	Contents of three shelves to include 7 mini wooden tool chests, spares, mobile trolley, sockets, spanners etc. as lotted
85	Machinest Bench with two steel vices, filing cabinet & stool
86	Bosch Type 060 40 mm belt sander 1200W 240v Corded
87	Bosch Type 060 40 mm belt sander 1200W 240v Corded
88	Ryobi 601 Router s/n 15384 240v corded
89	Hitachi M65B router 240v corded
90	Hitachi M65B router 240v corded
91	Virutex FR156N Edge trimmer 240v corded, with carry case
92	CK Lektro LMT 18 rotary multi tool, serial number 00141
93	Ryobi Pendulum Fast Cut 13A jigsaw
94	Rotizip model REB230E 13A spiral saw
95	Hitachi WH12DMR cordless wrench tool with two batteries & charger c/w case
96	Unbranded adjustable hole cutter attachment and case
97	Unbranded metal cased 13A drill with RCD plus
98	Desoutter 4000 RPM pneumatic right angle drill
99	Four pneumatic drills
100	Desoutter SR6-P-880 pneumatic drill
101	Two unbranded pneumatic drills
102	Desoutter pneumatic wrench attachment and unbranded pneumatic wrench
103	Desoutter pneumatic wrench attachment and unbranded pneumatic wrench
104	Model 750541 brad nailer and Emir 147 brad nailer
105	Two Senco SLP20 brad nailers
106	Draper Air Tools air screwdriver kit with plastic case (missing attachments
107	Salter 50 x 0.1kg digital computer scale and Kern PCB 6000g capacity digital scales
108	Ten various size screw clamps and two Carver and one unbranded rack clamps
109	Axminster AS4481 benchtop belt sander
110	Two Axminster plain screw 175mm woodworkers vices
111	Two Axminster plain screw 175mm woodworkers vices
112	Two Axminster plain screw 175mm woodworkers vices
113	Four Axminster plain screw 175mm woodworkers vices
114	Four Axminster plain screw 175mm woodworkers vices
115	Three Eclipse EWWQR7 plain screw woodworking vices and a Irwin Record 175mm vice
116	Five Irwin Record 230mm quick release woodworking vices
117	Eight Record woodworking vices and three unbranded vices

**Everwood Ltd**

**Bidding Ends: Wednesday 11<sup>th</sup> August 2021 from 12.00pm noon**

Lot No.	Description
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118	Twelve unbranded woodworking vices
119	Bridges of London jig, two Irwin Record woodworking vices, three Record 3" woodworking vices and a 230mm unbranded vice with a Black & Decker and Record 4/4 benchtop spindle vices
120	Four Irwin Record woodcraft vices with 175mm jaw width
121	Two Irwin Record woodcraft vices with 175mm jaw width
122	Irwin Record woodworking vice with quick release and 175mm jaw width, with three Irwin Record 100mm pro entry vices
123	Three unbranded spindle vices
124	Twenty Quick-Grip mini bar clamps
125	Four large Quick-Grip bar clamps and an Irwin Quick-Grip clamp
126	Seven screw clamps
127	Seven Irwin screw clamps
128	Sixty-eight Emir 300mm/12" 50mm capacity mitre blocks
129	Fifty Emir 225mm/9" mitre boxes (packs of 10)
130	Forty Emir 225mm/9" mitre boxes (packs of 10)
131	Forty Emir 150mm/6" skirting board mitre blocks
132	Forty Emir 150mm/6" skirting board mitre blocks
133	Nineteen Emir beech 240mm cutting gauges and thirty dark wood 240mm mortice gauges
134	Sixty-seven Emir 240mm beech mortise gauges
135	Seventy Emir 225mm mitre blocks (10 per box)
136	Thirty-nine Emir 240mm marking gauges (10 per full box)
137	Eighty-seven Emir 200mm marking gauges (10 per full box)
138	Four Emir 125mm/5" cover mitre blocks
139	Twenty-seven Emir 100mm/4" cove mitre blocks
140	Forty-four Emir 100mm/4" cove mitre blocks
141	Forty-four Emir 100mm/4" cove mitre blocks
142	Forty-three Emir 100mm/4" cove mitre blocks
143	Forty-four Emir 100mm/4" cove mitre blocks
144	One pallet of one hundred and forty-four (four per box) Emir 225mm/9" board mitre blocks
145	One pallet of one hundred and eight (four per box) Emir 225mm/9" board mitre blocks
146	One pallet of two hundred and forty (five per box) Emir 150mm/6" skirting board mitre blocks
147	One pallet of three hundred and four (sixteen per box) Emir 125mm/5" cove mitre blocks
148	One pallet of two hundred and fifteen (ten per full box) Emir large non-suction floats
149	Thirty Emir 2500mm hardwood bench hooks
150	Twenty-four Emir 125mm/5" carpenters mallets with thirty-one spare handles and forty 100mm carpenters mallets
151	One hundred and thirty-one Emir 200x50x25mm hardwood oil stone boxes
152	Steel storage bin and thirty-nine Emir carvers' mallets
153	Steel storage bin and twenty-eight various wooden mallets
154	Steel storage bin with thirty-four Emir carvers' mallets

**Everwood Ltd**  
**Bidding Ends: Wednesday 11<sup>th</sup> August 2021 from 12.00pm noon**



Lot No.	Description
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155	Steel storage bin with fifty-nine setting in sticks, forty bossing sticks, four bending sticks and thirty grey plastic strips (1220 x 125 x 1.6mm) for caulkers
156	Seventy-three Emir 250mm caulkers, one hundred and twelve Emir 200mm caulkers, ten float cards and approximately two thousand plastic thumb screws
157	Approximately two hundred and forty three Emir 250mm bench hooks
158	Chestnut tool bench and various bespoke made chisel planes, thread vice, mallets etc.
159	Pallet of approximately sixty Emir 50mm web stretchers, five skirting board mitre blocks, five mortice gauges, twenty-four 150mm caulkers
160	Part pallet of boxed soft roller 12 Ken 280-450 furniture drawer rails
161	Pallet of thirty-seven coloured plastic storage crates
162	Twenty-nine Emir magnetic mitre jigs
163	Seventeen Emir bench hooks with adjustable screw vice
164	Box of various mallets and wooden pins
165	Contents of racking to include wood stock, components and boxed Hafele fittings, screws etc.
166	Contents of wood shelving to include a large quantity of wood screws, coach screws, hexagon coach screws, roofing bolts, counter sunk screws etc.
166A	Contents of 4 bays of Racking to include sundry sheets of wood stock, hydraulic arms, plastic storage boxes, door fixings, various work bench vices as lotted
166B	Four Bays of Heavy Duty Racking 6 uprights 4 x 3.75m 2 x 3m width 90cm. NB Collection on last day of clearance
167	Twelve Wurth Superspanner 1600mm sash clamps
168	Twelve Wurth Superspanner 1200mm sash clamps
169	Twenty-two various size unbranded sash clamps
170	Climax 1000kg pallet truck (spares or repair)
171	Seventeen steel bins
172	Fifteen steel bins
173	Five steel bins
174	Approximately eighty-five wood pallets
175	Twenty double wood pallets
176	5m aluminium scaffold tower 5m x 2.4m x .70m
177	Hargreaves 5cwt ornate platform scale (platform size 700mm x 600mm)
178	Clarke BC520 Start/Charge mobile battery charger
179	Emir bespoke workbench 5' x 2' c/w Irwin Record 52½ vice & vice clamp
180	Emir illuminated glass fronted dresser 6' x 4' c/w with display tooling as lotted
181	Mobile collapsible table 3000mm x 650mm (open) Bisley steel 4 drawer filing cabinet, tambour fronted steel cupboard, steel 2 door cupboard, mobile halogen light, qty of cardboard & workbench off cut vinyl bench tops
182	Two Emir workbench bases & an Emir mobile workbench base 2x 820mm (H) x 1220mm (W) x1220mm (D) & 820mm (H) x 1500mm (W) x 870mm (D)
183	Emir mobile height adjustable workbench c/w shelving & drawer 1800mm (H) x1200mm (W)
184	Emir workbench with drawer 4' x 4'
185	Emir workbench with four cupboards 4' x 4'
186	Pallet of cardboard packaging 654 x 317 x 317mm, Pallet of 9" Mitre box cardboard packaging

**Everwood Ltd**

**Bidding Ends: Wednesday 11<sup>th</sup> August 2021 from 12.00pm noon**

Lot No.	Description
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187	Two pallets of Action Point SP8952-1 standard carton cardboard packaging 355 x 355 x 350mm & two pallets of various cardboard packaging as lotted
188	Two pallets of various cardboard packaging & four rolls of bubble wrap (700mm wide)
189	Two Carton Staplers on stands, Strapping machine, flat bed platform trolley, pallet of various packaging materials & a set of steps as lotted
190	Plastic storage cupboard & contents to include ratchet straps, ratchet tighteners & skates c/w wooden box & contents of furniture blankets etc., as lotted 1900mm (H) x 1340mm (W) x 560mm (D) & the box 700mm (H) x 1120mm (W) x 750mm (D)
191	Zarges EN131 2.08m set of aluminium 8 rung A frame ladders
192	Various rolls of workbench vinyl topping & bespoke dispenser
193	Five various aluminium ladders as lotted
194	Two height adjustable roller trestles
195	Four canteen tables 6' x 2' & four wooden form benches 6' x 1'
196	Time Precision T-P 200Di automatic time recorder
197	Mobile 6 legged work bench 83cm (H) x 250cm (L) x 150cm (W). NB last day of collection only
198	Workbench c/w contents & vice 880mm (H) x 1850mm (W) x 700mm (D)
199	Purpose built tool chest
200	Three workbenches, one with vice 5 drawer chest Tambour fronted bookcase all complete with contents to include tools sundry belts and screws
201	Wood table 760mm (H) x 1200mm (W) x 600mm (D)
202	Work bench c/w lockable top & vice & a wooden table 870mm (H) x 1210mm (W) x 750mm (D) & 760mm (H) x 1050mm (W) x 700mm (D)
203	Purpose built prototype loom
204	Contents of 5 bays of racking 2 metal 2 door cupboards plus purpose built shelf to include large quantity of loom spares as lotted * please see list for guide purposes only
205	Clarke Weld 101E 240v welder
206	Clarke Weld 230TE turbo welder 230v-400v
207	Two part used Grabfast sprayable contact adhesive c/w spraygun
208	Hepa Victor vacuum cleaner
209	Twelve metal bins & contents to include various size mallet head blanks ready for turning
210	Contents of two boxes of various size ash mallet heads
211	Rapid-Ex portable display system
212	Wood Waste Control Extraction Unit model WWC/14.5 s/n 2433 415v (3 Phase)
213	Approx 35 used Euro Pallets as lotted
214	Approx 35 used Euro Pallets as lotted
215	Approx 50 various sized used pallets as lotted
216	Approx 100 used 1 tonne silo bags as lotted
300	Solid wood multilevel bench with height adjustable left/h side top 238cm W x 55cm D x 86cm H
301	Wooden L shaped Desk with office chair and 3 drawer pedestal 194cmx 154cm x 75cm H x86cm D
302	Solid wood meeting table and 4 fabric covered meeting chairs - 200cm W x 80cm D x 75cm H

**Everwood Ltd**  
**Bidding Ends: Wednesday 11<sup>th</sup> August 2021 from 12.00pm noon**

Lot No.	Description
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303	Tambour fronted woodworkers tool cabinet c/w tools as lotted 195cm H x 120cm W x 40cm D
304	Mobile multi draw unit with 16 plastic drawers 102cm H x 70cm W x 45cm D
305	Wall mounted wood tool store with doors c/w qty of tools as lotted 75cm x 57 cm x 20cm D
306	Small laminated topped table 90cm W x 20cm D x 57cm H
307	A set of 3 multiple draw units 300mm (H) x 360mm (W) x 230mm (D) & two x 300mm (H) x 480mm (W) x 300mm (D)
308	A wooden tool cabinet on wheels with lockable top lid and 2 door storage 83cm H x 60cm W x 40cm D
309	A wooden multi function storage unit on wheels, stay supported lid with drawers 83cm H x 70cm W x 40cm D
310	Seven various size Dell monitors VGA input only
311	Datamax I class DMX-1-14308 label printer s/n 80428059
312	Two desktop printers a Samsung ML-2250 and Kyocera FS-1120D
313	Fellows Saturn A4 laminator
314	A wooden coat stand
315	M3 Mobile barcode reader and charger
316	Red Tambour fronted cabinet with key 200cm H x 90cm W x 50cm D
317	Yellow Tambour fronted cabinet NO key 200cm H x 90cm W x 50cm D
318	Blue Tambour fronted cabinet with key 200cm H x 90cm W x 50cm D
319	Two Steel 4 draw pedestals with keys each 550mm (H) x 420mm (W) x 570mm (D)
320	Two Steel 4 draw pedestals with keys each 550mm (H) x 420mm (W) x 570mm (D)
321	Two steel 2 draw cabinets with one key each 700mm (H) x 900mm (W) x 470mm (D)
322	Two steel 2 draw cabinets NO keys each 700mm (H) x 900mm (W) x 470mm (D)
323	A steel 2 drawer unit NO key 700mm (H) x 900mm (W) x 470mm (D)
324	Wooden L shaped Desk 200cm x 230cm x 60cm x 75cm c/w office chair and 3 drawer pedestal
325	Wooden L shaped Desk 200cm x 180cm x 60cm x 75cm c/w office chair and 3 drawer pedestal
326	Wooden rectangular table 150cm x 75cm x 75cm
327	A set of two laminated desks - One with L shape return and one curved both 170cm x 60cm x 75cm
328	Contents of the office as lotted to include L shaped desk 180cm x 180cm x 75cm x 75cm, 3 chairs, 2 steel pedestals, bookcase & 2M open front storage unit
329	Steel safe cupboard with inner shelves and lock box 195cm H x 70cm W x 50 cm D
330	4x four Bisley four drawer file cabinets

**Everwood Ltd**

**Bidding Ends: Wednesday 11<sup>th</sup> August 2021 from 12.00pm noon**

## 1: Conditions

These conditions, together with any 'Special Conditions' or 'Notices to Purchasers', are the only terms and conditions subject to which Lambert Smith Hampton (LSH) (the "Auctioneer") acting as agents for the Vendor (the "Vendor") will contract with buyers (the "Buyer"). Bidding for any lot shall be deemed to be an acceptance of these conditions and any conditions in the Notices to Purchasers. If there is any inconsistency between any of these conditions and anything in the Notices to Purchasers, then those in the Notices to Purchasers shall prevail.

## 2: Inspection and Description

- 2.1 Buyers have a responsibility to make their own inspection and investigation of the lots at the time(s) and at the premises specified, and to satisfy themselves on all matters affecting the lots, and to inspect and satisfy themselves prior to the sale, as to the condition and description of a lot, its fitness and suitability for purpose.
- 2.2 Goods are believed to be correctly described but all goods are sold with faults, imperfections and errors of description.
- 2.3 Neither the Vendor nor the Auctioneers, their servants or agents makes or gives, nor has any person in the employment of the Auctioneers any authority to make or give, any representation or warranty in relation to any lots.

## 3: Limitation of Liability

- 3.1 Neither the Vendor nor the Auctioneers, their servants or agents shall be liable for any loss or damage suffered by the Buyer arising out of or in connection with any defects or deficiencies in any lots purchased, errors of description in the auction catalogue, any mis-statements as to any matter affecting the lots or the failure of the lots to fulfill the functions for which they were intended
- 3.2 The Auctioneer's and the Vendor's total liability for breach of contract or negligence is limited to the Bid Price.
- 3.3 Neither the Auctioneers nor the Vendor shall be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise) incurred by the Buyer whatsoever.
- 3.4 Nothing in these conditions excludes or limits the liability of the Auctioneers or Vendor for death or personal injury caused by their negligence or fraudulent misrepresentation.
- 3.5 Nothing in these conditions shall prejudice the statutory rights of a consumer who shall be bound by these conditions only insofar as they are consistent with such statutory rights.

## 4: Conduct of Sale

- 4.1 The Auctioneers reserve the right in their absolute discretion to refuse admission to the premises and grounds to any person.
- 4.2 The conduct of the sale shall be at the Auctioneer's sole discretion and the Auctioneers reserve the right to refuse any bids without giving any reason. If any dispute of whatsoever nature relating to a bid shall arise, such dispute shall be determined by the Auctioneers in their absolute discretion and whose decision shall be final and binding on all parties.
- 4.3 Each bidder must register prior to submitting any bids in Online Sales. The Auctioneer reserves the right to reject any registration at its sole discretion.
- 4.4 The Vendor and the Auctioneers reserve the right to fix a reserve price for any lot.
- 4.5 No bid may be withdrawn after the close of bidding.
- 4.6 The Vendor or the Auctioneers have absolute discretion to withdraw consolidate or divide at any time any lot.
- 4.7 The highest bidder for each lot at the close of bidding shall be the Buyer, subject to approval by the Auctioneers and the Vendor. The Sale Price is exclusive of the buyer's premium and VAT. The highest bid at the close of bidding subject to approval by the Auctioneers and Vendor also marks a conclusion of a contract of sale between the Vendor and the Buyer.
- 4.8 In making a bid for any lots, the Buyer does so as principal. The Buyer will be held personally and solely liable for a bid unless the Auctioneers have previously agreed in writing with the Buyer that the bidder will do so on behalf of an identified third party acceptable to the Auctioneers. In circumstances where the Auctioneers have so agreed, the Buyer and the third party will jointly and severally be liable for all obligations arising from the bid where a third party shall be bound by these conditions by the individual bidding as his agent in the same way as if he were bidding personally.

## 5: Price

The price payable by the Buyer for the purchase of the lots secured shall be the sale price, being the highest bid and accepted by the Auctioneer in accordance with condition plus the buyers premium and any other associated costs (if any) and VAT applicable at the prevailing rate.

## 6: VAT

The price of the goods purchased is exclusive of Value Added Tax (VAT), which where applicable, the Buyer shall be additionally liable to pay to the Auctioneer

## 7: Risk and Title

- 7.1 Insurance: As from the date and time the Buyer is declared, all risks in and relating to the Goods purchased, shall pass to the Buyer and the Buyer is strongly advised to effect insurance for these risks at once. In no circumstances will the Auctioneers or the Vendor be responsible if any Goods or part thereof be lost, stolen, damaged or destroyed after the Buyer is declared.
- 7.2 Title: The Vendor shall only sell such title to the Goods as he may have. Neither the Auctioneers nor the Vendor warrants the Vendor's good title to any of the Goods and if it is found that the Vendor does not have title or unencumbered title to any of the Goods purported to be sold under these conditions the Buyer expressly agrees that it shall have no right either to rescind the contract or to claim damages or a reduction in the consideration paid or payable under the contract.
- 7.3 Title to each of the Goods will not pass until:-
  - (a) all debts owed by the Buyer to the Auctioneers (whether part-paid secured or otherwise) are settled, for the avoidance of doubt the debts shall not be settled until (where payment or part payment is made by cheque) all cheque(s) in question have been cleared; and
  - (b) such Goods have been removed from the premises at which the sale is held or where the Goods are being stored in their entirety.

## 8: Removal

- 8.1 No lot or part thereof can be removed until payment in cleared funds (cash, approved Bankers Draft, BACS or Chaps) has been made in full or (where any part of the payment was made by cheque) the cheque has cleared in the Auctioneer's account. No lot shall be removed without the authority of the Auctioneer and unless under the supervision of the Auctioneer's servants or agents.
- 8.2 Removal shall take place only up to 5.00 pm and must be completed no later than the dates and times specified and published within the Notice to Purchasers or any date and time specifically declared thereafter, in writing, by the Auctioneer or written authority is obtained from the Auctioneers for clearance after that time.
- 8.3 The Buyer has no right to anything not described in the auction catalogue.
- 8.4 Delivery of lots sold will be made only to the declared Buyer and no transfer of any lot or part of a lot to any other person will be recognised.
- 8.5 Prior to the removal of any lot the Vendor may rescind the contract for the sale of that lot and refund to the Buyer any money paid by the Buyer for the lot should any third party claim title to or possession of any part of the lot.
- 8.6 The Buyer will be responsible for removal of lots at his own expense and must provide his own labour, and equipment.
- 8.7 The Auctioneers require that in pursuit of safe working practice all equipment used for lifting and transportation should be covered by appropriate insurance, safety documentation set out by current Health & Safety legislation at the time and registration documents (in particular, but not limited to, cranes, lifting equipment, tackle and fork lift trucks). Such documentation shall be produced to the Auctioneers and if the Buyer fails to produce such documentation on request for inspection the Auctioneers reserve the right to refuse to release the lot and/or rescind the sale in which event the provisions of condition 8 will apply. Equipment may only be used by operatives who have the valid and appropriate licences to use such equipment
- 8.8 Appropriate Personal Protective Equipment (PPE) must be worn during these activities and due regard paid to safe material handling practices.



**9: Damage to Premises**

The Buyer shall be responsible for the removal of all goods purchased at his own expense and risk and such removal must be carried out safely and lawfully and in accordance with any conditions of sale of which the Buyer is notified. For the avoidance of doubt removal includes where applicable disconnection from the mains electricity supply and the detachment of any lots which are fixed. All electrical installations must be carried out by a Certified electrician and left in a safe condition during and after the removal and the use of explosives or flame cutting equipment or any other potentially hazardous or inflammatory process shall not be permissible on the site without the express written consent of the Auctioneers. The Buyer shall be responsible to insure against and to make good any injury or damage to persons or property caused by the Buyer, their carriers, servants or agents detaching, disconnecting or removing any goods purchased by the Buyer. The Buyer shall produce his insurance documentation to the Auctioneers on request and if the Buyer fails to produce such documentation the Auctioneers reserve the right to refuse to clear the lot and/or rescind the sale. The Buyer shall indemnify the Auctioneers for any damage or loss which the Auctioneers may suffer in respect of loss, damage or injury suffered by the Buyer's agents or employees or any third party arising from the removal. At its discretion the Auctioneers may require the payment of a deposit to the Auctioneers prior to and/or during the removal which will be refunded on the removal being completed to the Auctioneer's satisfaction. If the Buyer refuses to deposit such monies, the Vendor or the Auctioneers may refuse the Buyer access to the premises for the purposes of removing the lot purchased by them and/or rescind the sale in which event the provisions of condition 8 will apply. The Auctioneers reserve the right to stop the removal of a lot by a Buyer, his agents or employees, if it appears to the Auctioneers or its agents or employees that the removal is being carried out in an unsafe or unsatisfactory way.

**10: Default by Buyer**

Upon failure by the Buyer for whatsoever reason:-

- (i) to pay a deposit in full if required under the Conditions of Sale or special notices; or
- (ii) to pay the purchase price in full on the due date; or
- (iii) to provide any documentation required under these conditions; or
- (iv) to remove the goods in a safe or satisfactory way; or
- (v) to remove any lot from the premises on or before the date specified for removal,

The Vendor will be entitled to rescind the contract forthwith without incurring any liabilities to the Buyer and, without prejudice to any claims of the Vendor and/or the Auctioneers against the Buyer arising from breach of contract or otherwise, upon rescission as aforesaid the following provisions apply:

- (a) all monies deposited in part payment will be forfeited and used to pay the Vendor's and/or Auctioneer's expenses referred to in paragraph (d) below;
- (b) if the lots have been removed in breach of these conditions, the Vendor and/or the Auctioneers, their servants or agents may enter the premises of the Buyer to recover such lots;
- (c) lots may be re-sold or otherwise disposed of by the Auctioneers in the manner they feel appropriate at their sole discretion and any deficiency arising upon the resale together with the expenses of it shall be due as a debt from the Buyer in default upon the first sale. The Buyer consents to such a resale on the Auctioneer's conditions of business applicable at the time of resale. Neither the Auctioneers nor the Vendor shall be liable to account to the Buyer in the event of a re-sale at a higher price than the price contracted to be paid by the Buyer. The Buyer waives any claim in such a case that he may have title to the lot and agreed that any re-sale price shall be deemed commercially reasonable;
- (d) the Buyer will be responsible from the specified time for final removal for all losses and expense incurred by the Vendor and/or the Auctioneers including storage, security and removal expenses, the costs of re-selling or disposing of lots and Auctioneer's commission.

**11: Auctioneer as Agent**

The Auctioneers act only as Agents for and on behalf of the Vendor and shall not be held responsible for any action or default on the part of either the Vendor, bidders or the Buyer. Any concluded contract of sale is made directly between the Vendor and the Buyer.

**12: Accident or Damage**

Neither the Auctioneers nor the Vendor will accept any responsibility for any accident, (except for that arising out of its negligence, or the

negligence of its agents or employees, resulting in death or personal injury) howsoever caused to any person which may occur whilst on the Auctioneer's premises, the Vendor's premises or such other premises used to hold the auction or to store the lots before during or after the sale and any person entering the premises does so at his own risk and is deemed to have notice of the condition of the premises and their contents.

**13: The Consumer Protection Act 1987**

No lots are sold as new.

**14: Health & Safety At Work**

It is expressly brought to the Buyer's attention and that of potential buyers, at the time of sale, any item of plant, machinery or equipment contained in the goods may not necessarily comply with the Health and Safety at Work Act 1974; the Environmental Protection Act 1990; Construction Design and Management Regulations 2015 or any other Act of Parliament or regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Buyers of any such plant, machinery or equipment are hereby required to ensure so far as reasonably practicable that such item will be safe and without risk to health and that the use of any such items at a place of work within the EEC & the United Kingdom does not contravene any such Act of Parliament or regulation applicable to such use.

**15: Dangerous Substances**

It is expressly brought to the attention of Buyers (and potential buyers) that certain types of plant or main service installations could contain blue and white asbestos, dangerous chemicals and hazardous waste which if not handled correctly during their removal from the premises could be in breach of the Health and Safety at Work Act 1974, Sections 2-13 Control of Substances Hazardous to Health Regulations 2002 (COSHH) or other current legislation regulating the use of such substances in a working environment. The Buyer shall ensure so far as is reasonably practicable that they comply with the Health and Safety at Work Act 1974, COSHH and other current legislation in connection with the removal, handling and transport of such dangerous substances and or hazardous waste or shall employ a specialist contractor to remove them. The Buyer shall, on request, satisfy the Auctioneers in relation to its removal procedures, and the removal of waste materials must be undertaken by an approved and licensed contractor. The Buyer will indemnify the Vendor, their servants or agents against any loss, damages or expenses suffered by them as a result of the Buyer's or a sub-contractor's failure to comply with this legislation.

**16: Notices**

Any notices or other communications shall be in writing and, if sent by post, shall be deemed to have been received by the addressee on the second working day after posting or, if the addressee is outside the United Kingdom, on the fifth working day after posting. If any written notice is delivered by hand, it shall be treated as having been received at that time. Any notice sent to the Auctioneers shall be sent to the Auctioneer's address as set out in the auction catalogue, or displayed on the auctioneer's web site on the notice specific to that sale. Any notice which the Auctioneers send to the Buyer may be sent to the Buyer's last address known to the Auctioneer.

**17: Third Party Rights**

Save as expressly provided in these conditions, no term of these conditions shall be enforceable under The Contracts (Rights of Third Parties) Act 2001 by a third party.

**18: Governing Law**

These Conditions and any Conditions contained in the Notices to Purchasers, along with all associated transactions and all connected matters shall be governed and construed in accordance with English Law

**19: Severability**

In the event that any provisions of these conditions shall be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.