

By Order of the Directors of Pennine Stone Ltd

## Assets of a Cast Stone Manufacturing Facility based in South Yorkshire

(Subject to availability)



\*Please be aware that this is a PPE site – visitors must wear adequate PPE at all times\*

**ONLINE AUCTION:**

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

**BidSpotter**  
.co.uk

**CATALOGUE**

The catalogue is currently in production – further details to follow

**AT:**

Pennine Stone Limited, Askern Road, Doncaster, DN6 8DE

**ON VIEW:**

Tuesday 30<sup>th</sup> November 2021 from 10am to 4pm, Strictly by Appointment Only

**BIDDING ENDS:**

Thursday 2<sup>nd</sup> December 2021 at 12pm

**CLEARANCE:**

Tuesday 7<sup>th</sup> December to Friday 10<sup>th</sup> December, Strictly by Appointment Only

**FURTHER INFO:**

James Hanson [jhanson@lsh.co.uk](mailto:jhanson@lsh.co.uk)

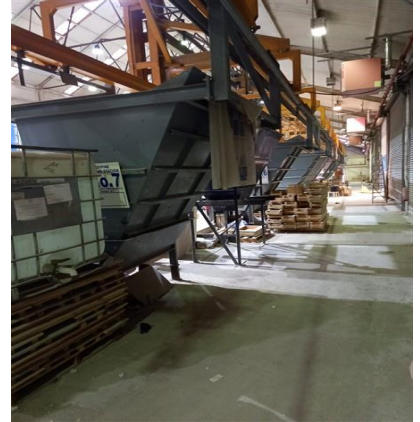
**BID ENQUIRIES:**

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

[www.lsh.co.uk/mba](http://www.lsh.co.uk/mba)

The property, plant and machinery specialist

## Skako batch mixing line



### Comprising;

- Two steel conical bottom silos with auger feed
- 3 x mixers, 300kg – 400kg capacity
- 20m multi position hopper fed elevating conveyor
- Three bin batching unit with three FCE056 load cells
- Two WAM 03F073NF002808 water units
- 10m Central PU belt conveyor to mixing unit
- 550kg bucket elevator
- Skako mixing unit with supporting steelwork and access steps
- Conflex bucket conveyor with 70m overhead rail
- Seven Galvanised steel mortar Drop stations
- Skako control units and power cabinets

## Vehicles Trailers & Forklifts



## Plant & Machinery



## **NOTICE TO PURCHASERS**

### **VIEWING:**

- The lots may be viewed as follows: **Tuesday 30 November 2021** between **10am** and **4pm**, **Strictly by Appointment Only – Please contact James Hanson at [jhanson@lsh.co.uk](mailto:jhanson@lsh.co.uk)**
- Located at Pennine Stone Limited, Askern Road, Doncaster DN6 8DE

### **BIDDING ENDS:**

- Bidding will end at: **12 noon** on **Thursday 2 December 2021** [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 **Friday 3 December 2021**

### **INSTRUCTIONS FOR BIDDING:**

- Access for bidding can be obtained through our website [www.lsh.co.uk/assetadvisory/online-auctions](http://www.lsh.co.uk/assetadvisory/online-auctions).
- 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 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 ‘unsubscribed’ 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 **4pm** on **Wednesday 8 December 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

**LAMBERT SMITH HAMPTON WILL NOT ACCEPT ANY CASH TRANSACTIONS WHICH EXCEED £7,000 UNDER ANY CIRCUMSTANCES.**

### **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 **Tuesday 7 December** and **Friday 10 December 2021**, **Strictly by Appointment Only. No further access will be available after this time.**
- The premises will be open from **9am** to **4pm**. **There are no lifting facilities on site.**
- 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.
- *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 The Health & Safety at Work etc. Act 1974 and, where and as applicable, The Construction (Design and Management) Regulations 2015 and all other summary legislation.

- **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 Andrew Jackson, [acjackson@lsh.co.uk](mailto:acjackson@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.

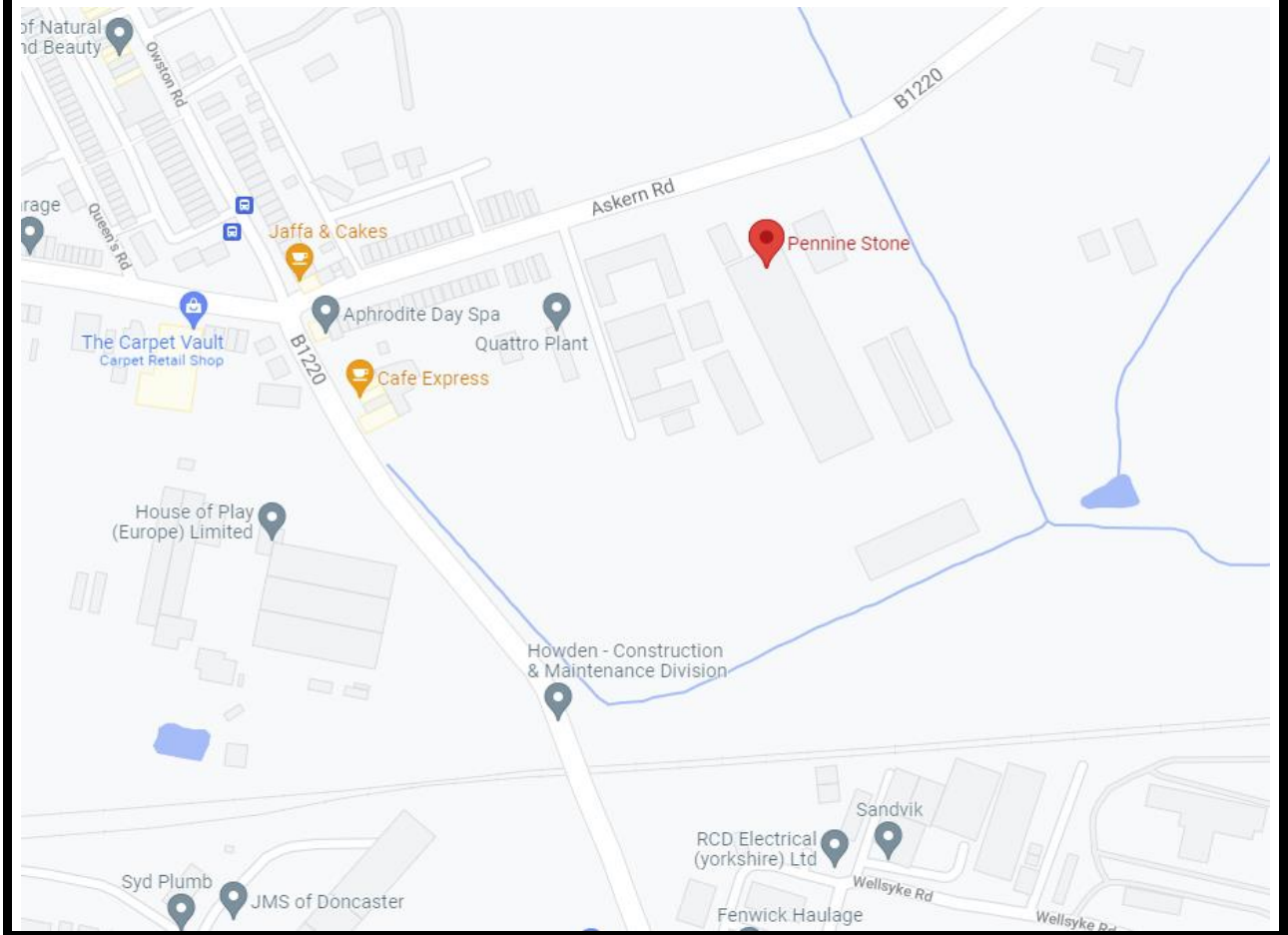
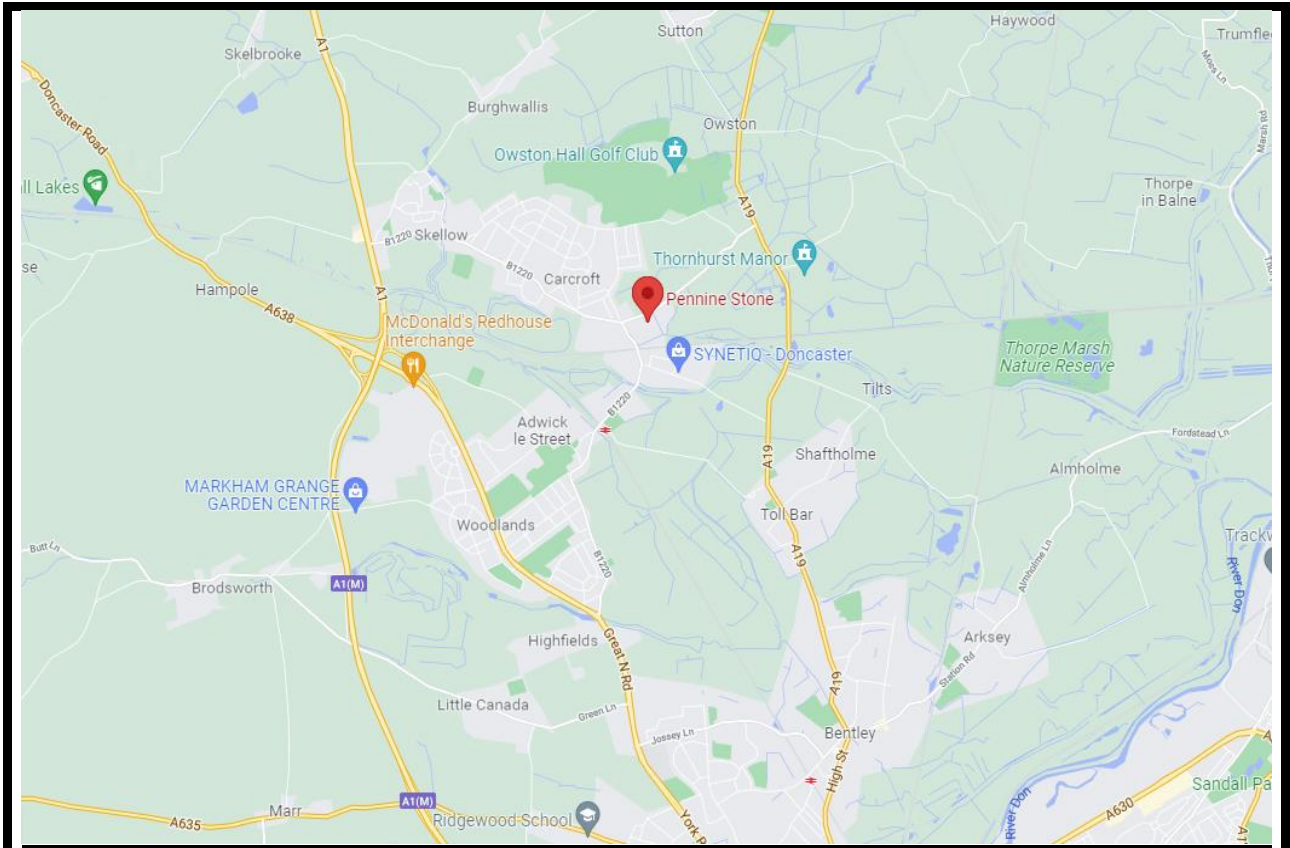
International Bank Charges: Please note LSH will look to recover charges incurred on the transfer of the VAT deposit refunded.

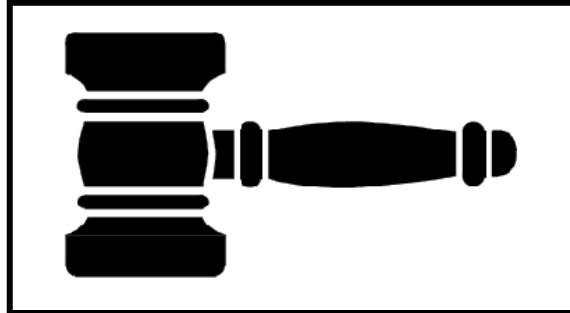
The above information must be supplied in writing to our Sales Co-ordinator, Mrs Elaine Allan, Lambert Smith Hampton, First Floor, 2 Manor Court, Barnes Wallis Road, Fareham, PO15 5TH, on your official company notepaper and signed by the contact name quoted.

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.

# Pennine Stone Limited, Askern Road, Doncaster DN6 8DE





**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]

Cash / Credit / Debit cards / Cheques / Bankers Drafts **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>	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 ◆ Telegraphic payments : up to 24hrs ◆ BACS payments : 3 day  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
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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 Asset Advisory Accounts Team on +44(0)2380 461643**

Lot No.	Description
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1	<p>Man TGX 26.500 6x2-4 LL curtainside rigid lorry, sleeper cab, Euro 6, auto transmission, 26,000kg. Registration number: NX19 NSU. Date of registration: 14/06/2019. Approx. odometer reading: 193,000kms.</p> <p>**Please note: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 1 to 3 being higher than the final highest bid on the all-inclusive lot 4. (Please note the all-inclusive lot will close from 1pm to allow bidders on lot 4 the opportunity to review the cumulative final bids for lots 1 to 3).</p>
2	<p>Micra Truck Bodies tri-axle curtainside double deck drawbar trailer. Serial no: SA936476419383001 (2019).</p> <p>**Please note: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 1 to 3 being higher than the final highest bid on the all-inclusive lot 4. (Please note the all-inclusive lot will close from 1pm to allow bidders on lot 4 the opportunity to review the cumulative final bids for lots 1 to 3).</p>
3	<p>Cargotec Moffet M5 25 3T 2500kg truck mounted diesel forklift. Serial no: R4105435 (2018) *Thorough Examination: TBC.</p> <p>**Please note: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 1 to 3 being higher than the final highest bid on the all-inclusive lot 4. (Please note the all-inclusive lot will close from 1pm to allow bidders on lot 4 the opportunity to review the cumulative final bids for lots 1 to 3).</p>
4	<p>Combination Lot of Lots 1 to 3 .</p> <p>*Acceptance of the final highest bid on this lot is subject to it being higher than the cumulative total of the final highest bids on the individual lots 1 to 3. Please note this all-inclusive lot will close from 1pm to allow bidders on lot 4 the opportunity to monitor the cumulative final highest bids for lots 1 to 3.</p>
5	<p>Man TGX 26.500 BLS 6x2/2 curtainside rigid lorry, mid lift, rear air, Euro 6, XLX sleeper cab, Tipmatic 6x2, manual transmission, 26,000kg. Registration no: NX18 UBY. Date of registration: 3 April 2018. Approx. odometer reading: 345,000kms.</p> <p>**Please note: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 5 to 7 being higher than the final highest bid on the all-inclusive lot 8. (Please note the all-inclusive lot will close from 1pm to allow bidders on lot 8 the opportunity to review the cumulative final bids for lots 5 to 7).</p>
6	<p>Micra Truck Bodies tri-axle curtainside double deck drawbar trailer Serial No SA936438818383001 (2018).</p> <p>**Please note: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 5 to 7 being higher than the final highest bid on the all-inclusive lot 8. (Please note the all-inclusive lot will close from 1pm to allow bidders on lot 8 the opportunity to review the cumulative final bids for lots 5 to 7).</p>
7	<p>Cargotec Moffet M5 25 3 2500kg truck mounted diesel forklift. Serial No Q150285A (2017) *Thorough Examination: TBC.</p> <p>**Please note: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 5 to 7 being higher than the final highest bid on the all-inclusive lot 8. (Please note the all-inclusive lot will close from 1pm to allow bidders on lot 8 the opportunity to review the cumulative final bids for lots 5 to 7).</p>

Lot No.	Description
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8	Combination Lot of Lots 5 to 7 *Acceptance of the final highest bid on this lot is subject to it being higher than the cumulative total of the final highest bids on the individual lots 5 to 7. Please note this all-inclusive lot will close from 1pm to allow bidders on lot 8 the opportunity to monitor the cumulative final highest bids for lots 5 to 7.
9	Man TGX 26 48 6x2 curtainside rigid lorry, 26000kg. Registration number NU64 ODR. Date of registration: 8 January 2015. Approx. odometer reading: 610,000kms. **Please note: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 9 to 11 being higher than the final highest bid on the all-inclusive lot 12. (Please note the all-inclusive lot will close from 1pm to allow bidders on lot 12 the opportunity to review the cumulative final bids for lots 9 to 11).
10	Truckmate tri-axle curtainside drawbar trailer, GW 21,000kg. Serial no: H04400015179. Ident. mark: C207266. VIN: 05165996 (2005). Date of registration: 01/06/2006. **Please note: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 9 to 11 being higher than the final highest bid on the all-inclusive lot 12. (Please note the all-inclusive lot will close from 1pm to allow bidders on lot 12 the opportunity to review the cumulative final bids for lots 9 to 11)
11	Cargotec Moffet M5 25 3 2500kg truck mounted diesel forklift. Serial no: P030665A (2016) *Thorough Examination: TBC. **Please note: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 9 to 11 being higher than the final highest bid on the all-inclusive lot 12. (Please note the all-inclusive lot will close from 1pm to allow bidders on lot 12 the opportunity to review the cumulative final bids for lots 9 to 11)
12	Combination Lot of Lots 9 to 11. *Acceptance of the final highest bid on this lot is subject to it being higher than the cumulative total of the final highest bids on the individual lots 9 to 11. Please note this all-inclusive lot will close from 1pm to allow bidders on lot 12 the opportunity to monitor the cumulative final highest bids for lots 9 to 11.
13	Scania G320 6x2 curtainside rigid lorry. Registration number: KY14 CWU. Date of registration: 27 March 2014. Approx. odometer reading: 560,000kms
14	Peugeot 508 Fastback hybrid GT 5dr e-EAT8 Auto. Registration number: KP70 TNE. Date of registration: 30 October 2020 Approx. odometer reading: 13,000 miles
15	Mercedes Benz A Class Hatchback A250e AMG Line 5dr Auto. Registration number: KU70 GKO. Date of registration: 25 September 2020. Approx. odometer reading: 14,573 miles
16	Mercedes Sprinter 314CDI MWB 3.5t panel van. Registration number: YJ16ABM. Date of registration: 30 June 2016. Approx. odometer reading: 51,000 miles.
17	Manitou MLT 629 telescopic handler with bucket attachment. Serial no. 144088 (1999). Approx. recorded hours 6,675 with bucket attachment *N.B. This lot 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.
18	Ifor Williams LM166G twin axle commercial trailer, 3,500kg Serial no. SCKD00000G5129273 (2007)

Lot No.	Description
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19	Toyota SAS 25 7FDF25 diesel counterbalanced forklift truck. Serial no: 030314784/00. Approx. indicated hours: 20,870 Please note: This lot will be retained until 12pm Friday 10 December 2021. (This lot does not have a current certificate of thorough examination or any previous service history. Equipment must be fully tested in accordance with the Regulations prior to being put into use.)
20	Hyundai 30BPI-9 battery forklift with side shift. Serial no: HHKHHU03AH0000347 (2012). Approx. indicated hours: 8,315 (Note: New battery installed in June 2021 at a cost of circa £5,000) . (This lot does not have a current certificate of thorough examination or any previous service history. Equipment must be fully tested in accordance with the Regulations prior to being put into use.)
21	TMC Model CPCD30T8 diesel forklift truck. Serial number 528170288 (2019). Approx. indicated hours: 1660. (This lot does not have a current certificate of thorough examination or any previous service history. Equipment must be fully tested in accordance with the Regulations prior to being put into use.)
22	Toyota Toner 25 SAS 02-BFDF25 diesel forklift truck, capacity 2,500kg, weight 3,790kg. Serial number: E60101 (2015). Approx. indicated hours: 4080 . (This lot does not have a current certificate of thorough examination or any previous service history. Equipment must be fully tested in accordance with the Regulations prior to being put into use.)
23	Kelvin FD30T diesel counterbalance forklift. Serial no: N31C.00059 (2013). NOTE: FAULTY - DOES NOT START. (This lot does not have a current certificate of thorough examination or any previous service history. Equipment must be fully tested in accordance with the Regulations prior to being put into use.)
25	Anhui TEU FD30T counterbalanced diesel forklift truck, capacity 3,000kg, weight 4,650kg. Serial no: N31S-00276 (2016). Approx. indicated hours: 6,400. (This lot does not have a current certificate of thorough examination or any previous service history. Equipment must be fully tested in accordance with the Regulations prior to being put into use.)
26	Toyota 62-7FDF20 diesel counterbalanced forklift with side shift attachment, capacity 2,000kg. Serial no: 607FDF2514437 (2002) Approx. indicated hours: 19,200. (This lot does not have a current certificate of thorough examination or any previous service history. Equipment must be fully tested in accordance with the Regulations prior to being put into use.)
27	Nexen FD25 diesel counterbalanced forklift, weight 4,280kg, load height 4,800mm. (This lot does not have a current certificate of thorough examination or any previous service history. Equipment must be fully tested in accordance with the Regulations prior to being put into use.)

Lot No.	Description
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30	Skako batch mixing line (2003) comprising: 2 Steel conical bottom silos with auger feeds. 20m multi position hopper fed elevating conveyor. 3 bin batching unit with 3 x FCE056 load cells. 3 mixers, capacity 300kg - 400kg each. 2 WAM 03F073NF002808 water units. 10m Central PU belt conveyor to mixing unit. 550kg bucket elevator. Skako mixing unit with supporting steelwork and access steps. Conflex bucket conveyor with 70m overhead rail. 7 Galvanised steel mortar Drop stations. Skako control units and power cabinets. (Note: we are advised that one of the silo auger feeds was damaged when removing the cement and so will need a repair). ** NB. The purchaser is to ensure any damage incurred to the property is repaired to the landlord's satisfaction after the removal of this lot from its current location. (A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot)
31	Top fed mixing station with delivery chute. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
32	Static wet mixing batching plant with CompAir compressor, upright receiver and 3 standalone silos and conical bottom freed silo. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
33	SCR 15C-10 screw air compressor, 12 bar, weight 500kg (2017). (A Risk Assessment will be required for review and approval prior to the removal of this lot) . (The purchaser is responsible for the electrical disconnection of this lot)
34	Biesse Rover B FT 1536 cnc machining centre. Serial no. 1000016098 (2017). (A Risk Assessment will be required for review and approval prior to the removal of this lot) . (The purchaser is responsible for the electrical disconnection of this lot)
35	SCR20C-10 rotary screw air compressor, 12 bar, weight 550kg. Serial no: SW826390 (2016) . (A Risk Assessment will be required for review and approval prior to the removal of this lot) . (The purchaser is responsible for the electrical disconnection of this lot)
36	Altendorf F45 Evo Drive sliding panel sizing saw with Altendorf digital read out. Serial no. 18-01-12-057 (2018). (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
37	Sedgewick TA400 tilt arbour saw bench. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
38	Wadkin Bursgreen BT500 planer thicknesser. Serial no: 78696. (A Risk Assessment will be required for review and approval prior to the removal of this lot) . (The purchaser is responsible for the electrical disconnection of this lot)
39	Wadkin pullover cross cut saw with feed and delivery tables. (A Risk Assessment will be required for review and approval prior to the removal of this lot) . (The purchaser is responsible for the electrical disconnection of this lot)
40	Wadkin RZ4015 surface planer, s/n 55950. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
41	Sicar SF1000-TI spindle moulder. Serial no: G6000006 (2004). (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)

Lot No.	Description
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42	Trend router table with De-Walt DW plunge router. (A Risk Assessment will be required for review and approval prior to the removal of this lot) . (The purchaser is responsible for the electrical disconnection of this lot)
43	Wadkin 36" double disc sander. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
44	Phillipson DDS24 double 24" disc sander. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
45	Holroyd pedestal mounted 4-head grinder/polisher. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
46	Dewalt DWS 778-LX 250mm compact compound slide mitre saw, 110V, with feed tables. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
47	Wadkin Bursgreen BZB vertical band saw. Serial no: 61459. (A Risk Assessment will be required for review and approval prior to the removal of this lot) . (The purchaser is responsible for the electrical disconnection of this lot)
48	Phillipson BP vertical narrow belt sander. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
49	Phillipson RBS1 bobbin sander Serial no: Serial no: 951062. (A Risk Assessment will be required for review and approval prior to the removal of this lot). (The purchaser is responsible for the electrical disconnection of this lot)
50	DCE Nordfab single chamber triple bag dust collection unit (2003) ** NB. The purchaser is to ensure any damage incurred to the property is repaired to the landlord's satisfaction after the removal of this lot from its current location. (A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot)
51	Single chamber 4 bag dust collection unit (2017) ** NB. The purchaser is to ensure any damage incurred to the property is repaired to the landlord's satisfaction after the removal of this lot from its current location. (A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot)
52	Bosch Professional GAS 35 M AFC 110v dust collection unit (2016)
53	12 assorted Irwin clamps
54	13 assorted G-Clamps and 6 Bessey clamps
55	2 Propane fired heat shrink guns
57	2 Flex LW 802 VR 110v 130mm angle grinders
58	Hitachi G23SS 280mm 110v angle grinder and Makita 110v 130mm angle grinder
59	3 Hikoki DV16 110v 16mm impact drills with 1 carry case
60	2 Hitachi DV16 110v 16mm impact drills with 1 carry case
61	3 Hitachi DV16 110v 16mm impact drills
62	3 Hitachi DV16 110v 16mm impact drills
63	Metabo BS18Li 18v drill, 7 Metabo SC60 Plus battery chargers and 5 Metabo D-72662 18v Li-Ion batteries and 6 carry cases
64	2 Bosch GSB-13RE 110v drills

Lot No.	Description
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65	Dewalt 16GA 18V XR brushless nail gun with DCB115 charger, 18v 5 AH battery and 2.0AH battery
66	Dewalt 16GA 18V XR brushless nail gun with DCB115 charger, 18v 5 AH battery and 2.0AH battery
67	Dewalt DW682 110v biscuit jointer
68	Dewalt DW625 110v router with carry case
69	Makita 5704R 110v 190mm circular saw with carry case
70	Hitachi SB 102V 110v belt sander
71	Makita DA312D 12v 90 degree drill with single battery, charger and carry case
72	2 Makita 9031 110v power files
73	3 Makita BO5031 110v palm sanders
74	3 Makita BO5031 110v palm sanders
75	3 Makita BO5031 110v palm sanders
76	2 Makita BO5031 110v palm sanders
77	Wesco WS2302 18v palm sander with single battery and charger
78	Bosch GEX150 AC 110v orbital sander and Hitachi SV13YA palm sander
79	Makita UB1103 110v blower
80	2 Makita UB1101 110v blowers
81	2 Hikoki RB40VA 110v blowers
82	2 Polygun 150watt 120VAC 60CPS 110v hot glue guns and a quantity of glue sticks
83	Makita LW1401 110v 355mm chop saw
84	Evolution RAGE 4 110v 185mm x 20mm bore chop saw (2020)
85	Bosch GCO20003601117270 110V chop saw
86	Titan 8Kg SDS Plus 110v rotary hammer drill
87	2 Flex LW 802 VR 110v 130mm angle grinders and flex LW1503 110v angle grinder
88	Ryobi RBC30SBT petrol driven brush cutter
89	3 Faithful 3.3Kva 240v/110v twin outlet stepdown transformers and SO33002 3.3Kva 240v/110v twin outlet stepdown transformer
90	Kango 900KV 21mm hex 110v breaker
91	MOD 880 12v rebar tying machine, 8-34mm with carry case
92	2 Faithful 3.3Kva 240v/110v twin outlet stepdown transformers and 1 Carroll & Meynell 1.5 Kva 240v/110v twin outlet stepdown transformer
93	3 Faithful 3.3Kva 240v/110v twin outlet stepdown transformers
94	3 Defender 3.0Kva 240v/110v twin outlet stepdown transformers and 1 Carroll & Meynell 1.6 Kva continious 240v/110v twin outlet stepdown transformer
95	17 assorted 110v extension cables
96	Quantity of steel assorted fixings and fasteners
97	Quantity of battery and mains faulty power tools
98	Quantity of battery and mains faulty power tools
99	Axminster AWC25 240v portable air compressor
100	Metabo ASR 25 LSC portable 110v dust collection unit
101	7, 8' x 4' wooden joiners benches
102	7, 8' x 4' wooden joiners benches

Lot No.	Description
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103	14 high back joiners benches (8 with fitted joiners vices). (The purchaser is responsible for the electrical disconnection of this lot)
104	12 Steel single door personnel lockers
105	Steel double door cupboard and contents mainly Siarexx abrasives
106	Steel double door cupboard and contents mainly wood screws and low steel double door cupboard and contents, mainly steel fasteners
107	3 Steel double door flammables cabinets and contents mainly assorted sealers and release agents
108	5, 8' x 4' wooden joiners benches
109	4 single bays assorted pallet racking
110	Racking to mezzanine floor comprising, 3 Single bays 5 tier boltless racking, 1 Single bay 4 tier boltless rack and 1 Single bay 3 tier boltless rack (A Risk Assessment will be required for review and approval prior to the removal of this lot)
111	Unbranded 2,500kg hand hydraulic pallet truck
112	Esta Dustomat-63 dust extraction unit (2007) (A Risk Assessment will be required for review and approval prior to the removal of this lot)
113	94 lengths, 70mm x 45mm x 2400mm PSE softwood lengths
114	Quantity of sawn softwood, average size 260mm x 55mm x 5000mm
115	13 lengths sawn softwood 300mm x 80mm x 3600mm
116	8 lengths 250mm x 80mm x 4700mm sawn hardwood and 6 lengths 250mm x 60 x 4250mm average dimensions
117	Auger fed bag shredder/crumber (advised as faulty)
118	Nilfisk MH 5M portable hot water pressure washer
119	Galvanised vertical sheet storage rack, 1980mm x11500mmm x 2750mm
120	Fiac Air-Main AM75/272 horizontal receiver mounted air compressor (2003), serial number EP6976 with Atlas CopCo FD16 air dryer. (A Risk Assessment will be required for review and approval prior to the removal of this lot) . (The purchaser is responsible for the electrical disconnection of this lot)
121	Plastic four tread steps with metal rail
122	Bush wall mounted screen and wooden surround
123	15 forklift compatible and stackable steel casting plates, 268cm x 200cm . ** Please note the second image is to demonstrate the casting plate with its legs extended and this plate is not included as part of the fifteen casting plates within this lot
124	15 forklift compatible and stackable steel casting plates, 268cm x 200cm . ** Please note the second image is to demonstrate the casting plate with its legs extended and this plate is not included as part of the fifteen casting plates within this lot
125	15 forklift compatible and stackable steel casting plates, 268cm x 200cm . ** Please note the second image is to demonstrate the casting plate with its legs extended and this plate is not included as part of the fifteen casting plates within this lot
126	15 forklift compatible and stackable steel casting plates, 268cm x 200cm . ** Please note the second image is to demonstrate the casting plate with its legs extended and this plate is not included as part of the fifteen casting plates within this lot



Lot No.	Description
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127	15 forklift compatible and stackable steel casting plates, 268cm x 200cm . ** Please note the second image is to demonstrate the casting plate with its legs extended and this plate is not included as part of the fifteen casting plates within this lot
128	15 forklift compatible and stackable steel casting plates, 268cm x 200cm . ** Please note the second image is to demonstrate the casting plate with its legs extended and this plate is not included as part of the fifteen casting plates within this lot
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136	15 forklift compatible and stackable steel casting plates, 268cm x 200cm . ** Please note the second image is to demonstrate the casting plate with its legs extended and this plate is not included as part of the fifteen casting plates within this lot
137	15 forklift compatible and stackable steel casting plates, 268cm x 200cm . ** Please note the second image is to demonstrate the casting plate with its legs extended and this plate is not included as part of the fifteen casting plates within this lot
138	Bunded fuel tank
139	Quantity of 1250mm x 3mm RockBar composite rebar in 2.5m lengths and wooden storage bins
140	Rexon Vario 20F pillar drill
141	Hitachi CC 14SF cut off saw with custom table

Lot No.	Description
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142	Comtest Impact model CT950 cylinder compression machine, serial number 863
143	SNOL 13/1100 muffle furnace (2009)
144	Capco 120cmx 100cm curing tank
145	Quantity of wooden turnover boards in various sizes; 190cm x 40cm, 190cm x 30cm, 122cm x 42cm, 46cm x 30cm, 80cm x 60cm
146	Quantity of wooden turnover boards, 120cm x 30cm
147	Quantity of wooden turnover boards, 153cm x 30cm
148	2 pallets of softwood lengths, approximately 115cm x 4.5cm x 2cm
149	2 pallets of softwood lengths, approximately 115cm x 3cm x 2.5cm
150	One and a part pallet of softwood lengths, approximately 115cm x 5cm x 2.5cm
151	Thirteen custom steel frame welding protective screens
152	Lockable steel storage unit 151cm (W) x 177cm (H) x 30cm (D)
153	Steel platform with vertical safety ladder
154	Boltless pallet racking to include 12 approximately 7ft end frames with 60 various size cross members and assorted boards. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
155	Boltless pallet racking to include five approximately 8ft end frames and 24 cross members. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
156	A large quantity of assorted polystyrene sheet packing materials and polystyrene edge protectors
158	GYS Multiweld 320T multiprocess inverter MIG welding set
159	GYS Multiweld 320T multiprocess inverter MIG welding set
160	Kende AC Welder BX1 250C stick welder
161	Impax IM-MIG150 MIG welder
162	Makita LC1230 110v chop saw
163	Makita LW1401 110v chop saw (2017)
164	TJEP Ultragrip 40mm 18v rebar binder with charger, spare battery and carry case
165	Reactive welding helmet and assorted welding consumables to one pallet
166	Nilfisk MC 6P -180/1300 FA 400v cold water portable pressure washer. Serial no: 3520212507294/21/25
167	Nilfisk MC 6P 415v cold water portable pressure washer
168	2 welded mild steel benches, 2500 x 1260mm X 900mm
169	4 tier single side steel stock rack and contents mainly steel and stainless steel rebar
170	12 pallets of mild steel pre formed rebar and 1 IBC container of pre formed rebar
171	Unbranded banding tool with SGP12 crimping tool and reel trolley
172	Purpose built manual pedestal mounted rebar bender
173	240v poker drive and poker, 110v poker drive and poker
174	Quantity of steel cutting discs, air hose and general purpose silicone sealant.
175	Stock of straight length mild steel rebar, 6m average length
176	Vapormini direct fired vapour generator with Honeywell control. (Note: some dismantling required for removal through doorway). (A Risk Assessment will be required for review and approval prior to the removal of this lot) . (The purchaser is responsible for the electrical disconnection of this lot)

Lot No.	Description
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177	40' shipping container. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
178	20' shipping container. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
179	40' shipping container. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
180	Quantity of Semi-dry, Wetcast and Teclitecast cills, heads, vents and string course of varying profiles.
181	A quantity of mild steel welded mesh rebar, mild steel straight rebar and mild steel pre formed rebar
193	Dewalt DWS778-LX bench mounted pulldown compound mitre saw with twin outlet stepdown transformer and Sealey PC200SD110V Powerclean dust collector
194	Titan TTB705BDS 350w bench mounted bandsaw
195	Remaining furniture to room mainly timber bench with vice, timber trolleys and bolted racking
196	JET JDS-12 12' disc sander with Axminster single bag dust collection unit
197	6100mm x 6100mm two section secure internal workshop with side door access and full width roller shutter access to front. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
198	Cyclone PV300 110v 380w ventilation fan with 4m flexible ducting
200	17 bays Dexion pallet racking comprising 18 x 4m uprights and 90 pairs of 3.4m beams. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
201	9 bays pallet racking comprising 10 x 3.66m uprights and 53 pairs of 3.4m beams. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
202	31 bays pallet racking comprising 36x 2.4mm uprights and 148 pairs of 3.4m beams
203	26 bays pallet racking comprising 36x 2.4mm uprights and 91 pairs of 3.4m beams and 20 pairs 2.2m beams. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
210	Quantity of assorted steel and stainless steel fixings and fasteners on 6 pallets and 2 crates
211	Quantity of assorted steel and stainless steel fixings and fasteners on 8 pallets and one crate
213	Quantity of assorted steel and stainless steel fixings and fasteners as lying on roller conveyors
214	Quantity of assorted steel and stainless steel fixings, and consumables on 7 pallets
215	5 pallets of mild steel pre formed rebar
216	Quantity of Magmatech Rockbar BGS-3-2500 reinforcing
217	Telehandler fork attachment, model fitment unknown.
218	20 sections 1080mm wide gravity fed roller conveyor, approximately 55m total length
219	3 bays 4 tier 2.44mm high x 3400mm boltless racking and single bay 5 tier 2.44mm high x 3400mm boltless racking

Lot No.	Description
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220	Power Spray Limited spray & mixing system with spiral mixing unit, pump unit, Power Sprays system control panel, raised platform/IBC stand, spray head, hose and Power Sprays spray unit. (A Risk Assessment will be required for review and approval prior to the removal of this lot)
221	Quantity of assorted Timco & Timbermate wood screws on one pallet
222	Quantity of assorted wood screws and abrasives on one pallet
223	Quantity of stainless steel fastenings on 1 pallet
224	Quantity of release agent and wood adhesive etc. on one pallet
225	Quantity of levelling shims and assorted fixings on 1pallet
226	Quantity of plastic bags and latex gloves etc.
227	Assorted consumables on 1 pallet
228	Quantity of assorted abrasives, Mammoth tape and bandsaw blades
229	Assorted electric heaters, sealing caps and extension leads on 3 pallets
230	Quantity of assorted sawblades, cutting discs and G-Clamps on 1 pallet
231	Quantity of assorted hand tools, hose etc. on 1 pallet
232	Quantity of assorted unused PPE and cleaning equipment on 1 pallet
233	Approximately 14,000 Unicare Unigloves single use gloves on 1 pallet
234	8 assorted commercial vehicle and plant tyres
235	Quantity of assorted hand tools, tool boxes etc. on 1 pallet
236	7 rolls of Jushi glass fibre emulsion chopped strand mat and a quantity of assorted dowel
237	Quantity of Gel Cote acetone, Crestafix etc. on 1 pallet
238	Quantity of assorted hand tools, shovels etc. on 1 pallet
239	Quantity of load binders and semi trailer power lines
240	4 assorted bottle trolleys
241	Quantity of used and unused clipboards and flexible contour sanding pads
242	Steel fabricated gas bottle storage cage
243	Shot/bead blasting mediapot with controls
244	7 bays boltless racking to mezzanine floor and 4 bays boltless racking to below mezzanine
245	Quantity of assorted pre cut polystyrene packing
246	Quantity of Granifal and Restauro Fix Active dilution product and undercoat on 1 pallet
253	Scale House AFWD 300 150kg digital platform scale
254	Clipper CM501 stone cutting saw
255	3 bays 2 tier pallet racking (contents not included)
256	Quantity of assorted pre-cut polystyrene packing
257	Quantity of office furniture and equipment as located within the ground and first floor offices. (Please note that all PC's, laptops server equipment, monitors and keyboards are excluded).
260	Quantity of composite rebar lengths
261	Approximately 70 single bay lockers
262	15 boxes of Lithofin Stain-Stop, 2 x 5 litre tins per box
263	15 boxes of Lithofin Stain-Stop, 2 x 5 litre tins per box
264	Quantity of two door metal cabinets

<b>Lot No.</b>	<b>Description</b>
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265	Quantity of assorted plastic tubes
266	Drum spill pallet
267	Part pallet of Aquasol salt tablets

**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 for 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.