

Online Auction

***** PLEASE SEE ***
** PAYMENT SECTION FOR **
** NEW BANK DETAILS ****

On the instruction of TRAC Engineering Ltd, equipment surplus to requirements (available for sale immediately by private treaty or long term hire)

Piecemeal (subject to General Conditions and Special Conditions unless previously sold – all lots subject to availability)

Road Rail Contractors Plant & Equipment, Road Rail Trucks (fitted cranes), Road Rail Welfare Vehicles & Unimogs and Beavertail Transporter

5% Buyers Premium

Photographs & online auction bidding via sw.co.uk/auctions

Bidding: Closes from 11am Wednesday 30 November 2022 (note revised date)

View: Strictly by appointment through the Auctioneers

Access to site is subject to current government & local guidelines. Any person wishing to access any site must have full PPE and an appropriate mask / face covering and must observe social distancing. Failure to comply with the above is likely to result in refusal of access.

At: Enterprise Drive, Holmewood, Chesterfield, S42 5BZ, UK

The Chancery, 58 Spring Gardens, Manchester, M2 1EW Tel: 0161 259 7050

auctions@sw.co.uk
sw.co.uk/auctions

Misrepresentation: Whilst every effort has been made to provide reliable information, Sanderson Weatherall LLP do not warrant the information contained herein and prospective purchasers must satisfy themselves by inspection as to its correctness.

GENERAL CONDITIONS OF SALE

1. Interpretation

1.1. In these General Conditions the following words and expressions shall have the meanings set opposite:

"Auction"	any auction (whether a Live Auction or an Online Auction and whether conducted independently or simultaneously) conducted pursuant to these General Conditions and the Special Conditions;
"Auctioneer"	the person conducting the Auction or to whom the conduct of the Auction is delegated under General Condition 4.10 below;
"Bidder"	any person who offers to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender;
"Bid"	an offer to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender, and "Bids" and "Bidding" shall be construed accordingly;
"Buyer"	any person who agrees to purchase any Lot whether at Auction or by private treaty or tender and as determined under General condition 4.13 below;
"Buyer's Premium"	a commission payable by the Buyer on the completion of a Sale the amount of which is set out in the Special Conditions; The Auctioneer, when acting as Agent for the Seller, may also receive commission from the Seller.
"Catalogue"	the catalogue incorporating these General Conditions and the Special Conditions;
"Clearance Date and Time"	the scheduled date and time on which all Lots must be removed by the Buyer from the Location as specified in the Special Conditions;
"The Company"	Sanderson Weatherall LLP (company number OC 344 770) whose registered office is at 6 th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL;
"Conditions of Sale"	the General Conditions and the Catalogue together with any Special Conditions;
"Consumer"	an individual Buyer who purchases any Lot wholly or mainly for their personal use (not for use in connection with their trade, business, craft or possession)
"Data Protection Law"	all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (and to the extent applicable) the GDPR, the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (EU Exit) Regulations 2019 (if applicable) and/ or any similar Legislation applicable to i) the Location of a Lot or ii) the Location of the Buyer's business activities;
"Deposit"	the sum payable by the Buyer to the Company as set out in the Special Conditions;
"GDPR"	European General Data Protection Regulation, name Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the process of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
"General Conditions"	these General Conditions which shall be applicable to all Auctions conducted by the Company;
"Legislation"	all laws, statutes, regulations, codes of practice, guidance, orders, rules and other requirements of any relevant government or governmental agency or authority (whether Parliamentary, statutory, parochial, regional or local) as amended or re-enacted from time to time;
"Live Auction"	any auction conducted at the Location or at such other location(s) as shall be notified by the Company in the Special Conditions or in the Catalogue;
"Location"	the premises at which the Lots are located, details of which are set out in the Special Conditions;
"Lot"	any Lot described in the Catalogue, on the Website or on the Company's invoice;
"Online Auction"	any auction conducted over the internet via the Website pursuant to these General Conditions and the Special Conditions;
"Personal Data"	has the meaning ascribed to it under the GDPR;
"Sale"	the sale of any Lot by Auction, private treaty or tender and as determined under General Condition 4.12 below;
"Seller"	the person upon whose instructions the Company is conducting the Sale, details of whom are set out in the Special Conditions;
"Special Conditions"	any additions to these General Conditions set out or referred to in the Catalogue, announced at Auction or otherwise specified by the Company;
"Websites"	the websites at: www.bidspotter.co.uk ; www.ibidder.com ; www.sw.co.uk ; and www.sw.atgportals.net ;

"VAT"

value added tax chargeable under English Law for the time being and/or any similar additional tax in an applicable jurisdiction.

2. Application of these General Conditions

- 2.1. These General Conditions apply to the Sale of assets (including but not limited to plant, machinery, vehicles, chattels and trade stocks) conducted by the Company.
- 2.2. These General Conditions, the Special Conditions and any terms set out in the Catalogue shall together comprise the "Conditions of Sale".
- 2.3. To the extent that these General Conditions are inconsistent with any Special Conditions, the General Conditions shall prevail.
- 2.4. Bidding for any Lot shall be deemed to be an acceptance by the Bidder of these General Conditions and the Special Conditions.
- 2.5. Unless there is a provision to the contrary in this document, the Conditions of Sale shall be governed construed and enforced in accordance with the laws of England and Wales unless the Location is in:-
 - 2.5.1 Scotland in which case the laws of Scotland shall apply; or
 - 2.5.2 Northern Ireland in which case the laws of Northern Ireland shall apply.
- 2.6. A reference to writing or written shall include e-mail.
- 2.7. Any word or phrase having a meaning defined in these General Conditions shall have the same meaning when used in the Special Conditions.

3. Identity of the Parties

- 3.1. The Company offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.
- 3.2. The Auctioneer offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.
- 3.3. The identity of the Seller is set out in the Special Conditions.
- 3.4. Unless the Company has previously acknowledged in writing that the Bidder Bids as agent on behalf of a named principal, every Bidder shall be taken to Bid on his own behalf as principal.
- 3.5. Any Bidder acting as agent on behalf of a named principal shall remain liable to the Seller and the Company for all obligations and liabilities of his principal jointly and severally with the principal. The Bidder warrants that he has the authority of his principal to make each Bid made.
- 3.6. Every Bidder is required to give his name and address and provide satisfactory proof of identity and such other information and documentation as is required to the Company before making any Bid and in the case of:
 - 3.6.1 a Live Auction by the completion of a registration form;
 - 3.6.2 an Online Auction by online registration at the Website; and
 - 3.6.3 a private treaty or tender by prior registration or notification of details, as and when requested by the Company.
- 3.7. The Company reserves the right at any time to reject the registration of any persons and refuse access to the Auction at its sole discretion.
- 3.8. On registration for an Online Auction Bidders will be added to the Company's mailing list for the purposes of notification of future sales by email. If a Bidder wishes to stop receiving such notifications they can unsubscribe at any time by clicking on the link provided at the bottom of each email.
- 3.9. On registration in accordance with General Condition 3.6 the Bidder acknowledges that only adults aged 18 years and over are entitled to enter into a legally binding contract and as a result they are the only people entitled to register for the Auction. By registering the Bidder warrants that he is aged 18 years or older and is capable of forming a legally binding contract.

4. Conduct of Auctions

4.1 Physical Inspection of Lots

- 4.1.1 The Buyer will be provided with the opportunity to attend all Auctions (including Live Auctions and Online Auctions) in person with a view to inspecting the Lot.
 - 4.1.1.1 Where the Auction is a Live Auction, the Buyer will be given the opportunity to inspect the Lot immediately prior to the opening of Bids in respect of the relevant Lot; and
 - 4.1.1.2 Where the Auction is an Online Auction, the Seller will inform the Buyer of the date, time and venue of the physical inspection of the relevant Lot.
- 4.2. Any Lot may be subject to a minimum bid or reserve price. The Seller is entitled to change these at any time before the conclusion of the Sale.
- 4.3. The Seller, Auctioneer or any representative, agent or person acting on behalf of the Seller may Bid for any Lot. Persons entitled to Bid pursuant to this condition 4.2 shall be entitled to place Bids on any Lot up to the reserve price including by placing Bids in response to other Bidders.
- 4.4. Lot descriptions will be amended as appropriate as and when information becomes available to the Company. Prospective Bidders must read Lot descriptions before making a Bid so that they are fully aware of any amendments to the description appearing in the Special Conditions and/or on the Website or in the Catalogue in relation to a particular Lot.
- 4.5. The Auctioneer may at any time before the conclusion of the Sale withdraw or divide any Lot or combine any Lots.
- 4.6. The Company may sell any Lot by private treaty or tender before or after the Auction. The Auctioneer may reject any Bid at his sole discretion and without being required to give a reason.
- 4.7. No Bid shall be retracted without the consent of the Auctioneer.
- 4.8. The Auctioneer may where there is a dispute between Bidders, summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.
- 4.9. The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

- 4.10 The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent with the conduct of the Auction in accordance with these General Conditions.
- 4.11 The Auctioneer may from time to time act jointly with an associated Auctioneer who will be named in the Catalogue and/or in the Special Conditions.
- 4.12 A Sale is concluded (constituting acceptance of the Bidder's offer, subject to General Condition 4.12 below) when:
- 4.12.1 in the case of a Live Auction, on the fall of the Auctioneer's hammer; and/or,
- 4.12.2 in the case of an Online Auction, at the close of the timed Online Auction Sale as specified on the Website and as defined by General Condition 4.18.3 below or;
- 4.12.3 in the case of a private treaty or tender, when the Bidders Bid is accepted by the Company, such acceptance to be communicated to the Bidder in writing by way of receipt of the Company's invoice.
- 4.13 The Buyer shall be the person who made the highest Bid before the conclusion of the Sale pursuant to General Condition 4.12 above subject to approval and acceptance by the Company, the Auctioneers and the Seller or such other Bidder as the Auctioneer and/ or the Company may declare to be the Buyer without being required to give a reason. The Auctioneer and/ or the Company and/ or the Seller is not bound to accept the highest Bid or any other Bid placed in the course of the Auction.
- 4.14 In the case of an Online Auction the Buyer, as determined under General Condition 4.13 above, shall within a reasonable time after the conclusion of the Sale receive by email an invoice in respect of the monies due for the Lot(s) purchased.
- 4.15 In the event that the reserve price is not met, the Company may consider the Bids received below the reserve price with the Seller who at its sole discretion may accept, reject or place a counteroffer.
- 4.16 On conclusion of the Sale and acceptance of the Bidders Bid pursuant to General Conditions 4.12 and 4.13 above, the Buyer acknowledges and agrees that he has entered into a contract with the Seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.
- 4.17 The Buyer may not remove any Lot he has bought until after the end of the Auction.
- 4.18 In relation to an Online Auction:
- 4.18.1 the Company cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of the Online Auction and the Bidders ability to Bid online. The Company shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur during the Online Auction;
- 4.18.2 the Auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond the published closing time (including extension of the timed Online Auction in accordance with General Condition 4.18.3 below);
- 4.18.3 the timed Online Auction Sale is auto bid extension enabled meaning that where a Bid is placed within ten minutes of the original scheduled close of the timed Online Auction the scheduled close of the timed Online Auction will automatically be extended by an additional ten minutes. This continues with a new scheduled close time each time a Bid is placed until no-one places a Bid before the last scheduled close of the timed Online Auction. Every time a Bid is placed within ten minutes or less left in the Online Auction an additional ten minutes Bidding time is added until there are no more Bids. Such time shall then be deemed to be the close of the timed Online Auction.
- 4.19 In the event that the Auctioneer unknowingly sells a Lot that was not eligible for Sale (i.e. there is a third party interest that comes to light) then the Auctioneer shall be entitled to immediately rescind that Sale without any further liability to the Auctioneer and/or Company or the Seller.
- 4.20 Copies of the Auctions (Bidding Agreements) Act 1927 and 1969 are held at the Company's and/or the Auctioneer's principal place of business.
- 5. Sale and Payment**
- 5.1 The Buyer shall pay the following sums to the Company in full and without set off: -
- 5.1.1 immediately upon the Sale of any Lot the Deposit, if requested by the Company; and
- 5.1.2 the balance of the price of the Lot purchased, together with the Buyer's Premium by no later than 48 hours after conclusion of the Sale or, in the case of an Online Auction, after receipt of an invoice in respect of the purchased Lot(s) pursuant to General Condition 4.13 above, or such other time and date as may be specified in the Special Conditions; and
- 5.1.3 any other payment or amount due to the Seller and/or the Company pursuant to these General Conditions or the Special Conditions on demand.
- 5.2 In every case time for payment shall be of the essence.
- 5.3 In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,500 will not, in any circumstances, be accepted.
- 5.4 If the Buyer fails to make any payment on the due date for payment then, without limiting any other right or remedy available to the Seller, the Buyer shall pay to the Company interest (both before and after any judgment) on the amount unpaid at the rate of 1.5% above the bank base rate of Barclays Bank Plc per month or any part thereof until payment in full is made.
- 5.5 Until the Buyer has fully complied with its obligations in this General Condition 5: -
- 5.5.1 title to any Lot bought shall not pass to the Buyer;
- 5.5.2 the Seller shall have a lien over any Lot bought by the Buyer in the Auction;
- 5.5.3 if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Seller.
- 5.6 All sums payable under these General Conditions and the Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company. On written request by the Buyer the Company will provide a VAT invoice.
- 5.7 The Company will only accept payment under this General Condition 5 from the Buyer or its authorised agents.
- 6. Removal of Lots**
- 6.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately upon the conclusion of the Sale.
- 6.2 The removal of Lots from the Location shall be undertaken by the Buyer entirely at its own risk and without any liability whatsoever to the Company.
- 6.3 Buyers are responsible for any and all costs and expenses incurred in relation to the removal of Lots and any other applicable charges, taxes and insurance costs including but not limited to:
- 6.3.1 costs and expenses associated with clean-up, repair of damage and/ or personal injury or death caused by or associated with the removal of Lots; and
- 6.3.2 any applicable import or export tariffs.
- 6.4 The Buyer may not remove any Lot until the Buyer has:-
- 6.4.1 paid by cleared funds all amounts payable pursuant to General Condition 5 above in full; and
- 6.4.2 if requested by the Company produced satisfactory evidence to the Company that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 8 below and/or deposited with the Company, by way of security for the costs of making good any damage likely to occur, such sum as the Company may stipulate.
- 6.5 The Company will only permit the removal of Lots purchased by the Buyer or its authorised agents.
- 6.6 The Buyer must remove each Lot purchased by the Clearance Date and Time for which time shall be of the essence. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions. No clearance on Bank or Public Holidays. In the absence of co-operation the Company and/or the Auctioneer reserves the right to insist on the order of the removal of Lots or parts thereof.
- 6.7 Buyers should co-operate regarding order of removal of Lots in order to comply with the Clearance Date and Time. If it transpires that a Buyer makes no effort to commence dismantling and the particular Lot is preventing other buyers from removing purchased Lots, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the specified Clearance Date and Time. In the event the Buyer does not comply with its obligations under this General Condition 6.7, then the Auctioneer reserves the right to arrange for the removal and/or storage of the Lot and charge any attendant costs to the Buyer.
- 6.8 If any Lot is unsold and has to be dismantled & lowered to allow the removal of any other lot, then such dismantling & lowering shall be the responsibility of the Buyer of the relevant Lot(s).
- 6.9 Title to computer software sold pursuant to the Sale of a Lot is not transferred under any Sale to the Buyer and use is subject to any licence or copyright restrictions and user conditions. The Sellers, Company and/or Auctioneers reserve the right to erase any private or sensitive information prior to the Sale or at any later date.
- 6.10 Prior to commencing dismantling/removal of a Lot from the Location, the Buyer and/or his removal contractor must:
- 6.10.1 liaise with the Company's site representative; and
- 6.10.2 carry out a full assessment of the Lot, the Location and the land or buildings to which the Lots is fixed to:
- 6.10.2.1 assess the risks associated with detaching/ removing the Lot; and
- 6.10.2.2 fully satisfy themselves that they will be able to detach/ remove the Lots in compliance with any requirements imposed by all relevant legislation in accordance with General Condition 7.
- 6.11 The Buyer shall be required to repair holes or voids exposed by the removal of Lots and any other damage caused as a result of that removal. The Buyer shall replace any cladding taken off buildings during the removal of plant & equipment, unless otherwise specified by the Company;
- 6.12 The Buyer must ensure that it safely and lawfully detaches any Lot fixed to land or buildings and may not use flame cutters, explosives or any other dangerous equipment or process without first obtaining written consent of the Company.
- 6.13 The Company shall be entitled to halt the clearance of any Lot if in its absolute discretion the removal of a Lot is being carried out in an unsatisfactory manner. Where the clearance is halted by the Company, the Buyer must liaise with the Company's site representative as to how the Lot should be removed from the Location provided that the Buyer shall at all times ensure that it complies with its obligations under General Condition 7 and the Company shall have no liability in this regard.
- 6.14 Electric, gas, water, steam and waste disconnections are the responsibility of the Buyer and **MUST** be carried out by an approved contractor following consultation with the site representative.
- 6.15 Any fluids, gases and/ or waste remaining in plant and machinery are the responsibility of the Buyer and **MUST** be removed from the Location strictly in accordance with any applicable statutory requirements.

- 6.16 Unless otherwise agreed, all Lots are sold on the understanding that the Seller does not represent that the Lot is in a condition which makes that Lot suitable for domestic use.
- 6.17 It is the Buyers or their removal contractors responsibility (i.e. Police, Ministry of Transport, Local Authority) to transport off site long/ wide loads, within sufficient time prior to the commencement of clearance period as stated in the Special Notes & Conditions.
- 6.18 The Buyer must ensure that:
- 6.18.1 It undertakes any waste removal by use of an approved and licensed contractor who must dispose of such waste at an approved waste management site; and
- 6.18.2 If required by the Company, it satisfies the Company's waste removal procedures.
- 7. Removal of Lots – Statutory Compliance**
- 7.1 When removing any Lot from the Location the Buyer shall ensure that it and its removal contractors:
- 7.1.1 Complies at all times with all Legislation applicable to the Location, including, but not limited to, all relevant health & safety, waste disposal, hazardous substances and environmental Legislation, in particular where Lots are composed of or incorporate any asbestos-containing materials ("ACM"), and/or other dangerous chemicals or material which could cause harm if not handled correctly during the Lot removal;
- 7.1.2 Obtains all relevant permits, permissions, consents and/ or licenses required in the Location;
- 7.2 In addition, where the Location is within the United Kingdom, the Buyer shall:
- 7.2.1 Comply with all relevant Legislation including, but not limited to, (without limitation) the Health & Safety at Work Act 1974, the Environmental Protection Act 1990, the Construction (Design and Management) Regulations 2015, the Control of Asbestos at Work Regulations 2002, the Control of Asbestos at Work Regulations 2002, the Asbestos (Licensing) Regulations, the Control of Substances Hazardous to Health Regulations 2002 (COSHH), the Road Vehicle (Construction and Use) Regulations 1986 and all other health and safety and environmental Legislation in existence at the time of the Sale;
- 7.2.2 provide a written undertaking pursuant to section 6(8) of the Health & Safety at Work Act 1974 when required to do so.
- 7.2.3 Provide to the Company a Risk Assessment & Method Statement complying with The Construction (Design & Management) Regulations 2015, COSHH or with any subsequent amendments thereof or such other legislation as shall from time to time be in force; and
- 7.2.4 If necessary, comply with the requirements of the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and any subsequent amendments thereof or such other relevant statutory requirements or regulations as shall from time to time be in force.
- 7.3 Where Legislation is advisory in nature, rather than mandatory, the Buyer must comply with such advisory Legislation in accordance with best industry practice.
- 7.4 In all cases arising under General Condition 7, the costs of compliance shall be borne by the Buyer and the Buyer hereby indemnifies the Company and the Seller against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Company and/or the Seller may incur arising directly or indirectly out of any breach by the Buyer to the provisions of this General Condition 7 and the Buyer shall make good any damage caused to (without limitation) other lots, the Location or to any property belonging to third parties, in removing any Lot under this General Condition 7.
- 8. Insurance and Indemnity**
- 8.1 The Buyer shall indemnify the Company and the Seller against any loss, damages, expenses, claims or liabilities arising directly or indirectly from the possession or use of any Lot;
- 8.1.1 After title to such Lot has passed to the Buyer but before it is removed from the Location; and
- 8.1.2 During the removal of any Lot.
- 8.2 The Buyer shall maintain adequate insurance at all times and shall provide written evidence as and when requested by the Company of the Buyer's insurance policies in respect of the following insurances and at a minimum level of:
- 8.2.1 Public Liability Cover – limit Two Million Pounds (£2,000,000); and
- 8.2.2 Employers Liability Cover – limit Ten Million Pounds (£10,000,000)
- 8.3 The Company reserves the right to vary the level of insurance cover stated above at any time, as and when required.
- 9. Liability**
- 9.1 Nothing in the Conditions of Sale will limit or exclude liability for:
- 9.1.1 Death or personal injury caused by negligence, or the negligence of a party's employees, agents or subcontractors;
- 9.1.2 Fraud or fraudulent misrepresentation; or
- 9.1.3 Any other liability which cannot be limited or excluded by applicable law.
- 9.2 The Company will not be liable to the Buyer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Conditions of Sale for:
- 9.2.1 Loss of profits;
- 9.2.2 Loss of sales or business;
- 9.2.3 Loss of agreements or contracts;
- 9.2.4 Loss of anticipated savings;
- 9.2.5 Loss of use or corruption of software, data or information;
- 9.2.6 Loss of or damage to goodwill; or
- 9.2.7 Any indirect or consequential loss.
- 9.3 Subject to Condition 9.1, the Company's total liability to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Conditions of Sale will be limited to the Buyer's Premium paid to the Company.
- 9.4 Where applicable, the terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Conditions of Sale.
- 10. Data Protection**
- Where the Buyer processes, receives or obtains any Personal Data in relation to the activity contemplated by the Conditions of Sale, the Buyer undertakes to comply with:
- 10.1 the provisions of all applicable Legislation pertaining to the security, confidentiality, processing, protection or privacy of Personal Data, including the Data Protection Law; and
- 10.2 any data-related policies placed on the Company's website or provided by the Company from time to time.
- 11. Default by the Buyer**
- 11.1 If at any time the Buyer has failed to pay the sums specified in General Condition 5 above in full by the due date for payment, or to remove any Lot purchased by the Clearance Date and Time specified in the Special Conditions the Seller may rescind the Sale of that Lot, in which case any Deposit shall be forfeit, and that Lot may be resold.
- 11.2 If the Seller has rescinded the Sale but the Buyer has removed the Lot purchased, the Seller shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it
- 11.3 If the Seller has rescinded the Sale and the Lot has been resold by the Auctioneer and/or the Company or by the Seller, the Buyer shall reimburse the Seller with any shortfall where: - the resale price less the Sale price; and
- 11.3.2 the costs incurred by the Seller incidental to the resale.
- 11.4 If the Buyer fails to remove any Lot by the Clearance Date and Time specified: -
- 11.4.1 the Seller may remove the Lot from the Location and leave it outside at the Buyer's risk in all respects;
- 11.4.2 the Seller may charge the Buyer for the reasonable costs of storage;
- 11.4.3 the Seller may charge the Buyer rent, taxes, men's wages and expenses incurred as a result of the Lot(s) remaining at the Location; and
- 11.4.4 the Buyer shall indemnify the Seller against any loss, damages, expenses, claims or liabilities incurred by the Seller arising from the Buyer's failure to remove the Lot from the Location.
- 12. Acknowledgements and Exclusion of Warranties**
- 12.1 The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Company or any of their employee's agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and without limitation any warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by law.
- 12.2 The Buyer further acknowledges that neither the Sellers nor the Company shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the Sale or reject any Lot for an error omission or misstatement contained in the Catalogue and/or in the Special Conditions.
- 12.3 The Buyer also acknowledges that: -
- 12.3.1 On purchase, the Lots may be subject to encumbrances including claims, liens, distraint, writs of execution, leases, hire agreements, hire purchase agreements and reservation of title claims;
- 12.3.2 if it shall be found that the Seller does not have title to all or any of the Lots, the Buyer shall have no right to rescind, avoid or vary these Conditions of Sale or to claim damages or a reduction in the price paid or payable;
- 12.3.3 anything found in, under, near or in any Lot which is not specifically included in the description of the Lot remains the property of the Seller;
- 12.3.4 any intellectual property rights or software subsisting in a Lot may be third party property and as such the Seller and/or the Company may be unable to effect transfer. The Buyer will not be authorised to use intellectual property rights or software and any such use or transfer shall be at the Buyers sole risk.
- 12.4 The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant regulations as shall from time to time be in force before using it on a public road. It is the Buyer's responsibility to remove Company logos and lettering from vehicles. Odometer readings are not warranted.
- 12.5 The Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment in their working environment. Neither the Seller nor the Company shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any health and safety and environmental legislation in existence at the time of the Sale.
- 12.6 The Buyer acknowledges and agrees that the Company is acting only as agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall

- fall on the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency Practitioner(s), including Administrative Receiver(s), Administrator(s) and Liquidator(s) act as agent(s) for the Seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto.
- 12.7 The Buyer acknowledges and agrees that the Auctioneer does not represent any lot as being in a condition which makes it suitable for domestic use.
- 12.8 The Buyer acknowledges and agrees that the Auctioneer does not have nor professes to have any expert or other knowledge of any Lots sold.
- 12.9 The Buyer acknowledges and agrees that the Auctioneer is hereby excluded from any liability the Auctioneer might otherwise incur.
- 12.10 The Buyer acknowledges and agrees that no liability shall attach to the Auctioneer either in contract or in tort for loss of injury or damage legal or otherwise sustained by the Seller, any bidder, the Buyer or any other person by reason of any defect in any Lot sold, latent or otherwise, or any defect or danger of the premises where the Auction is held.
- 12.11 The Buyer agrees that the General Conditions and the exclusions which they contain are fair and reasonable bearing in mind that:-
- 12.11.1 the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the quality, state, condition, performance and functionality of the Lots any right, title or interest which is sold under the terms of these General Conditions, their fitness and suitability for any particular or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the Buyer may not acquire title and the fact that the Buyer would have no remedy under this Agreement should that happen;
- 12.11.2 the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in these General Conditions would be recognised as being fully effective by the Courts and the Seller making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;
- 12.11.3 the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lots.
- 12.12 Notwithstanding anything else in these General Conditions, the Seller's and the Company's total liability under or in connection with the Sale of any Lot, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, including consequential loss, shall be limited in aggregate to the price paid for the Lot or if no price has been paid then the higher of the market value or reserve price for the Lot. This General Condition 12.12 does not apply to liability for death or personal injury.
- 13. Consumer Protection – this applies only where the Buyer is a Consumer**
- 13.1 The Buyer acknowledges that a Sale by Auction of second-hand goods is not a consumer sale for the purposes of Part 1 of the Consumer Rights Act 2015, except as set out in Section 2 of the Act and the Buyer shall not seek to rely upon any conditions or warranties implied thereby or by any other Legislation.
- 13.2 The Buyer acknowledges that there are no cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 (the "Consumer Contracts Regulations") in respect of goods sold at a Sale by Auction where the individual is provided with an opportunity to attend and inspect the goods in person as set out in clause 14.1.
- 13.3 Should it be the case that the Seller is not able to provide the Buyer with an opportunity to attend in person as set out in clause 14.1, the Buyer may exercise its rights in terms of the Consumer Contracts Regulations. For more information on how to exercise rights under Consumer Contracts Regulations, the Buyer may refer to the Company's Compliance with Consumer Legislation Policy found at ([Sanderson Weatherall Compliance Policy](#))
- 14. Entire Agreement**
- 14.1 The parties agree that these General Conditions, the Special Conditions and the Catalogue constitute the entire agreement between them and supersedes all previous drafts agreements arrangements and understandings between them, whether oral or written.
- 15. Jurisdiction**
- 15.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these General Conditions or its subject matter or formation (including non-contractual disputes or claim).

SPECIAL CONDITIONS OF SALE

Seller:

On the instruction of TRAC Engineering Ltd, equipment surplus to requirements

Location:

Strictly by appointment through the Auctioneers

Directions:

<https://w3w.co/outbursts.butlers.notices>

This 3 word address refers to an exact 3m x 3m location. Tap the link or enter the 3 words into the free what3words app to find it.

Viewing:

Strictly by appointment through the Auctioneers

Access to the Location is allowed on the understanding that all persons attend the Location entirely at their own risk and are responsible for and will indemnify the Seller and the Company against any losses damage or claims occasioned by their presence at the Location.

Children under the age of 16 will not be allowed access to the Location.

Registration:

All bidders must register their details with the Company and provide identification where required. In the case of Live Auctions by way of the registration form provided at the Live Auction or in the Catalogue and in the case of Online Auctions, online at the Website www.bidspotter.co.uk and sw.co.uk/auctions

Administration Fee:

We reserve the right to charge a fee of £25.00 plus VAT to change name and address details on invoices. To avoid this fee please ensure that the information is correct at point of registration on Bidspotter.

Bidding:

The General Conditions and the Special Conditions apply to all Sales by way of Auction, private treaty and tender and in the case of any Bids placed by way of an Online Auction stress that all Bidders must read and understand Bidspotter's terms and conditions of registration at www.bidspotter.co.uk and sw.co.uk/auctions.

At the close of the timed Online Auction Sale final Bid figures will be submitted to the Seller for its approval and any Bid shall be subject to approval and acceptance by the Company and/or the Seller. No Bid may be withdrawn and the Company/Seller does not bind himself to accept the highest Bid or any other Bid placed in the course of the Online Auction Sale.

All lots are sold as seen and where lying. It is assumed that all bidders have viewed lots to their satisfaction prior to bidding. No allowance of any kinds whatsoever will be made as a result of failure to view. We strongly advise bidders not to bid on any lot if they have not viewed to their satisfaction first. Our descriptions, dimensions and photographs are not sufficient to wholly rely upon for the purposes of bidding.

Buyer's Premium:

Buyers will pay a Buyer's premium of 5% (plus VAT) of the purchase price for each Lot purchased whether by Auction or, private treaty or tender. The Buyer's Premium is payable by the Buyer to the Company in accordance with the General Conditions and, for the avoidance of doubt is payable in addition to the purchase price for the Lot. The Buyer's Premium is not negotiable and is payable by all Buyers.

Deposit:

Buyers shall pay a deposit of 25% (plus VAT) of the purchase price for each Lot purchased as requested by the Company pursuant to the General Conditions and these Special Conditions.

Payment:

All Lots shall be paid for in full within **48 hours (two working days) of the invoice date** and shall be at the Buyer's risk immediately upon the conclusion of the sale.

***** PLEASE NOTE NEW BANK DETAILS BELOW *****

Telegraphic Transfer - Bank details for telegraphic transfer:

Account: Sanderson Weatherall LLP P & M Clients Account

Bank: Barclays Bank, Albion Street, Leeds

Sort Code: 20-48-46

Account Number: 10931950

SWIFTCODE – BARCGB22

IBANGB84BARC20484610931950

Cash - In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,500 will not, in any circumstances, be accepted.

Bankers Draft/ Cheques: (made payable to Sanderson Weatherall LLP) will only be accepted on the basis that any Lots are not removed until cleared funds are in the Company's client account.

Debit Cards: The Company accepts debit cards for payment of invoices (maximum £2,500). The Company does not accept credit cards for payment of invoices.

All sums payable under the General Conditions and these Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company.

Registrations / Licenses / Transfer Fees:

Purchaser is responsible for ongoing / transfer costs.

Clearance:

All lots must be cleared without fail by 4pm FRIDAY 9 DECEMBER 2022 such date and time being the Clearance Date and Time as referred to in the General Conditions, REMOVAL OF ALL LOTS WILL BE STRICTLY BY APPOINTMENT, please see the Company's invoice for contact details.

Collection from site is the Buyer's responsibility, the Company/Seller do not provide a packing/ delivery service.

Reserve Removal:

Lots sold subject to a reserve removal will either be indicated in the Catalogue with the date of availability or will be identified by the Auctioneer at the point of Sale. A Deposit will be payable as with other lots but in this instance payment in full can be left until five (5) working days prior to availability. Unless specified to the contrary such Lots must be removed from the Location not later than the Clearance Date and Time specified for final removal in these Special Conditions.

Fire Alarm:

In case of a fire alarm all visitors and contractors are to exit buildings and report to the Muster Point.

Smoking:

No smoking on site. Food and Drink is only to be consumed in designated areas.

Safety:

All persons including Buyers, their employees, agents, representatives and contractors are reminded that they are responsible for their own safety on site and enter at their own risk and should take the precaution of wearing protective clothing as appropriate.

Finance:

If Buyers wish to purchase Lots with the help of a finance company they should make arrangements well in advance of the Sale to ensure that they are able to make payment in accordance with the General Conditions.

Overseas Buyers:

Overseas Buyers should ensure that the country to which the items are destined: -

- holds no import restrictions on the goods to be purchased;
- has no import licence restrictions or a restriction on currency allocation;
- has no prolonged inspection procedure which might cause excess delay or refusal in allowing your goods to be imported.

Overseas Buyers will receive a fully descriptive invoice in order that they may arrange payment as soon as possible with the Company's bank, Barclays Bank, Albion Street, Leeds.

Overseas Buyers should employ a suitable freight forwarding organisation. Please note that many of the machinery removal companies in the United Kingdom are not necessarily freight forwarders. The [Seller and/or Company] will be pleased to advise accordingly.

The Company makes no representation and accepts no liability whatsoever to any Buyer in respect of the issuance or validity of any exportation or importation permits or the existence and exercise of exportation or importation regulations or any compulsory purchasing regimes.

VAT Payments and Returns:

All overseas Buyers (EU and non-EU) will be charged VAT at the current rate on each Lot purchased. This will be refunded to the overseas Buyer as soon as the Seller receives a copy of the bill of lading or certificate of shipment (showing descriptive detailed information of goods exported) as proof of export, providing this documentation is received within 3 months of the sale date. The Seller is unable to refund the VAT on the Buyer's Premium. Buyers are responsible for the payment of any export or import duties or tariffs that may apply.

SW LLP Economic Operator Registration and Identification (EORI) GB945674483000 - XI945674483000.

All lots are sold Ex Works (EXW) from collection address stated on invoice & / or collection note.

Neither Sanderson Weatherall LLP or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent. All overseas buyers are advised to engage the services of a freight forwarding agent, who should arrange and effect the appropriate export documentation.

Any phytosanitary certification and other documentation that may be required to export lots overseas are strictly the sole responsibility of the purchaser.

Access to site is subject to current government & local guidelines. Any person wishing to access any site must have full PPE and an appropriate mask / face covering. Failure to comply with the above is likely to result in refusal of access.

V.14.09.22

Lot Number	Lot Description	Lot Number	Lot Description
	All lots are sold as seen and where lying. It is assumed that all bidders have viewed lots to their satisfaction prior to bidding. No allowance of any kind whatsoever will be made as a result of failure to view. We strongly advise bidders not to bid on any lot if they have not viewed to their satisfaction first. Our descriptions and photographs are not sufficient to wholly rely upon for the purposes of bidding	7	Mercedes UNIMOG ROAD RAIL RHD 4X4 UTILITY VEHICLE/ CHIPPER , registration no. P399 ERP (SV060) chipper SV061, date first registered 10/10/1996, odometer reading 98,871km (at time of listing), EAC expiry 28/08/2022, 11,300kg gross revenue weight, 5958cc, with side tipper body, rear mounted Jensen Holzhackmaschinen A141Z chipper, serial no. 110506412, year of manufacture 2005, 1800kg, (please note – this lot is subject to 5% Buyers Premium + VAT)
1	Mercedes Benz Actros 3344 Bluetec 5 6x4 LHD DIESEL ROAD RAIL TRUCK FITTED CRANE , registration no. T321 TRC (cherished plate excluded from sale), date first registered October 2013, date of first registration with DVLA July 2019, odometer reading 16,746 (at time of listing), EAC expiry 20/02/2027, revenue weight 26,000kg, 11946cc, with demountable body, PM 38.5 hydraulic crane with bluetooth Scanreco remote (SV405)	8	Mercedes 815D ROAD RAIL LHD 4X2 DIESEL WELFARE VEHICLE , registration no. SA03 KFB (SV303), EAC expiry 13/11/2024, date first registered 26/08/2003, date first registered in UK 01/04/18, odometer reading 376,796 (at time of listing), 7490kg gross revenue weight, 4200cc, with two toilets & hand wash, eight fitted rear seats and steps to rear (please note – this lot is subject to 5% Buyers Premium + VAT)
2	DAF CF75.310 ROAD RAIL 6x4 FLAT TRUCK FITTED CRANE , registration no. FJ54 PWU, date first registered 01/09/04, EAC expired 23/12/21, odometer reading 81,986 (at time of listing), (SV201), 26,000kg gross vehicle weight, with demountable body, rear mounted Palfinger PK27002 hydraulic crane, serial no. 100005493, year of manufacture 2004, crane remote control, chequer plate intermediate flat 4m long, exterior rear 1.7m long (please note – this lot is subject to 5% Buyers Premium + VAT)	9	Mercedes 815D ROAD RAIL LHD 4X2 DIESEL WELFARE VEHICLE , registration no. SA03 KDC (SV304), EAC expiry 27/10/2024, date first registered 26/08/2003, date first registered in UK 01/06/18, odometer reading 3,980km (new odometer fitted) (at time of listing), 7490kg gross revenue weight, 4200cc, with two toilets & hand wash, eight fitted rear seats and steps to rear (please note – this lot is subject to 5% Buyers Premium + VAT)
3	Blank Lot	10	DAF CF 85.430 RHD 8x2 CHEESE WEDGE BEAVERTAIL PLANT TRANSPORTER FITTED CRANE , registration no. T600 TRC (cherished plate excluded from sale)(SV361), date first registered 04/01/2006, tested to 30/11/22, odometer reading 648,358km (at time of listing), 32,000kg gross revenue weight, 12,500cc with rear lift axle, PM 45SP crane, serial no. GA510324, year of manufacture 2008 (understood to be 16T cap @ 1m) any lifting chains excluded vendors comments – this vehicle has been prepared for MOT test (please note – this lot is subject to 5% Buyers Premium + VAT)
4	Blank Lot	11	Mercedes Actros 950-16 ROAD RAIL LHD 6X4 TRUCK FITTED CRANE , registration no. SE52 LMY (SV322), EAC expiry 22/12/2024, date first registered 27/09/2002, tested to 09/23, odometer reading 90,618km (at time of listing), 35,000kg gross revenue weight, 11,940cc, with eps gearbox, demountable body (contents excluded), fitted PM 50.5SP crane, serial no. G162007119Z7, year of manufacture 2019 with remote, any lifting chains excluded (please note – this lot is subject to 5% Buyers Premium + VAT)
5	Blank Lot		
5A	Komatsu PW160ES-7K Rexquote Megarailer ROAD RAIL WHEELED EXCAVATOR (SV416) , serial no. K40299, year of manufacture 2005, indicated hours 13,760 (at time of listing) (please note – this lot is subject to 5% Buyers Premium + VAT) note standard hitch will be fitted to this excavator and not unit as currently fitted (excluded from sale)		
5B	Volvo EW140 ROAD RAIL WHEELED EXCAVATOR (SV208) , EAC expiry 24/12/2022, indicated hours 4,321 (at time of listing) (please note – this lot is subject to 5% Buyers Premium + VAT)		
6	Mercedes UNIMOG U400 ROAD RAIL RHD 4X4 UTILITY VEHICLE/ CHIPPER , registration no. SN51 OVA (SV149), date first registered 08/01/2002, odometer reading 17,032km (at time of listing), EAC expiry 12/10/2025, 11,990kg gross revenue weight, 4249cc, with side & rear tip body, front mounted Gerhard Ducker Holzhaokar HF250 chipper, serial no. 141655, year of manufacture 2014 (please note – this lot is subject to 5% Buyers Premium + VAT)		

Lot Number	Lot Description	Lot Number	Lot Description
12	Volvo FL220 ROAD RAIL RHD 4X2 FLAT TRUCK FITTED CRANE , registration no. BN52 ETZ (SV200), date first registered 11/11/2002, EAC expiry 05/07/2026, odometer reading 369,740km (at time of listing), tested to 30/11/22, 18,000kg gross revenue weight, 5480cc, with boarded flat, fitted PM 18SP crane, serial no. G10403922008, year of manufacture 2020 with remote control (please note – this lot is subject to 5% Buyers Premium + VAT)	16	Predator 4m Rail Trailer (SV247) , EAC expiry 05/02/23, (please note – this lot is subject to 5% Buyers Premium + VAT)
13	Svabo FTR 13000 Road Rail Dropside Trailer (SV168) , EAC expiry 23/10/2022, approx. 4m long, 13,000kg gross vehicle weight (any contents excluded) (please note – this lot is subject to 5% Buyers Premium + VAT)	17	Predator 4m Rail Trailer (SV244) , EAC expiry 05/02/23, (please note – this lot is subject to 5% Buyers Premium + VAT)
14	Predator Rail Trailer (SV250) , EAC expiry 29/01/2023, approx. 5m long, 25,000kg MGW, with ballast box (contents excluded) (please note – this lot is subject to 5% Buyers Premium + VAT)	18	Mercedes ACTROS 950-16 6X4 ROAD RAIL LHD TRUCK (SV321) , registration no. SE52 LMX, EAC expiry 22/12/2024, date first registered 27/09/2002, odometer reading 82,336km (at time of listing), tested to 09/23, 35,000kg gross revenue weight, 11,940cc, with eps gearbox, demountable body, fitted PM 50.525SP crane, serial no. G16200701926, year of manufacture 2019, any lifting chains excluded with remote (please note – this lot is subject to 5% Buyers Premium + VAT)
15	Predator Rail Trailer (SV251) , EAC expiry 22/01/2023, approx. 5m long, 25,000kg MGW, with ballast box (contents excluded) (please note – this lot is subject to 5% Buyers Premium + VAT)	19	Greenmech TRACK MOUNTED CHIPPER (SV263) , with lighting (please note – this lot is subject to 5% Buyers Premium + VAT)
		20	TANDEM AXLE MOBILE EXHIBITION UNIT/ TRAILER (SV360) , approx. 6.25m from towbar to the back, 3500kg weight (lot located in Chesterfield) (please note – this lot is subject to 5% Buyers Premium + VAT)