

Online Auction

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

On the instructions of RF Simms Esq of FA Simms & Partners,
the Liquidator of ATMRC Limited

Piecemeal (Subject to General Conditions and Special Conditions unless previously sold)

Metal Fabrication Machinery & Equipment, approx. 300 Bays of Pallet Racking, Mezzanine Floors, Two Spray Bake Ovens, Warehouse Equipment, ATM Test/ Repair Workbenches, IT Equipment & Office Furniture, Fork Lift Trucks and Commercial Vehicles

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

Bidding: Closes from 11am on Wednesday 6 September 2023

View: From 10am to 4pm on Tuesday 5 September 2023

Any person wishing to access site must have full PPE
Failure to comply with the above is likely to result in refusal of access

At: Kings Works, Sir William Smith Road, Arbroath, Angus, DD11 3RD, UK

6th Floor, Central Square, 29 Wellington Street, Leeds, LS1 4DL Tel: 0113 221 6210
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 Instructions of RF Simms Esq of FA Simms & Partners, The Liquidator of ATMRC Ltd

Location:

Kings Works, Sir William Smith Road, Arbroath, Angus, DD11 3RD, UK

Directions:

<https://w3w.co/quit.movie.among>

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:

From 10am to 4pm Tuesday 5 September 2023 or by appointment with the Agents.

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 15% (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 15 SEPTEMBER 2023, 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	Description	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	12	Rolatruc Hydraulic Pallet Truck
		13	Two Bays of Galvanised Steel Rack, with assorted uprights and cross beams throughout building
		14	13 Steel Safety Barriers
		15	12 Fabric Upholstered Armchairs
		16	Two Printers & Two Flat Screen Monitors (excluding PC)
		17	Mountfield 1830M Ride-On Mower
1	Mercedes Axor 1824 Blue TEC5 4x2 Rigid Box Truck , registration no. PE60 SXV, date first registered: 12/2010, odometer reading 585,540 km (at time of listing), with StagTic tail lift, 1500kg SWL, body approx. 8m x 2.5m	18	Containerised Shot Blast Unit, including Hodge Clemco 1440 shot blast machine, hopper, extraction system and 20ft steel shipping container
			COMPRESSOR HOUSING
2	Mercedes Atego 815 4x2 Rigid 7.5 Tonne Curtainside Truck , registration no. SN56 GOX, date first registered: 11/2011, tested to 16/01/2024 odometer reading ____ (at time of listing), body approx. 6.2m x 2.5m wide, with Dhollandia tail lift	19	Abac Genesis 11 270 Receiver Mounted Package Air Compressor , serial no. CA1659419, year of manufacture 2013, with assorted filters throughout room
3	Iveco Daily 35S14 High Roof Van , registration no. ED54 ATM, date first registered: 25/11/2011, tested to 16/01/2024, odometer reading: 186,425 miles (at time of listing), with side shutter door and Dhollandia tail lift	20	Kaeser SK 25 T HPC Sigma Package Screw Compressor , serial no. 1399, year of manufacture 2015
4	Mercedes Benz Vito 111CDi Van with ATM Cash Machine Conversion , registration no. KN59 UYF, date first registered: 01/2010, tested to 17/05/2024 odometer reading: 138,377 miles (at time of listing), with NCR fitted ATM machine (excluding generator)	21	OKS Vertical Welded Steel Air Receiver, year of manufacture 2016
5	Peugeot 207 Diesel Car Derived Van , registration no. SY59 XZD, date first registered: 12/2009, tested to 14/12/2023 odometer reading: 172,585 miles (at time of listing)	22	QualityAirSolutions OSC35 Water Oil Separator
6	Jefferson Olympus MacGen 6.9kVA Petrol Generator		PAINT STORAGE BUILDING
7	Linde E14 Battery Electric Fork Lift Truck , indicated hours unknown (at time of listing), mast 2.45m high, with Ecobat power plus battery charger (reserve removal until 12 noon Friday 15 September 2023)	23	Four Bays of Assorted Steel Racking (paint excluded)
8	Twin Axle Vehicle Trailer , body approx. 5.8m x 2m	24	Galvanised Steel Fan, with shot blasting hose
9	Bridgeport Textron Turret Head Milling Machine , serial no. 40 021 11 81, with two machine vice, Anilam Wizard 211 screen and machine tray, 440V	25	PIG Kit202 Spill Kit & Salvage Drum
10	Ajax 22887 Press Machine , serial no. B21324, 440V, bed approx. 500mm x 500mm		MAIN WAREHOUSE
11	1000kg cap. Hydraulic Pallet Truck	26	Linde R20 Active Battery Reach Truck, serial no. G1X115T51858, year of manufacture 2006, 2000kg cap., 6.7m max. lift height, 7748 indicated hours (at time of listing) (reserve removal until 12 noon Friday 15 September 2023)
		27	Linde 2000kg cap. Hydraulic Pallet Truck (reserve removal until 12 noon Friday 15 September 2023)
		28	Three Wire Mesh Stock Trolleys, each approx. 1.2m x 600mm x 1.8m high (contents excluded – reserve removal until contents cleared)
		29	Steel Framed Platform Trolley
		30	Three Workshop Trolleys, with assorted drills and hand tools, as set out
		31	Workshop Pedestal Desk, approx. 1.5m x 750mm (contents excluded)
		32	Milwaukee M18 Battery Site Radio, with battery and charger
		33	110V Transformer, with Makita angle grinder, 240V

Lot	Description	Lot	Description
34	Eight Bays of Steel Stock Rack, each mainly 1.1m x 1m x 2m high (contents excluded – reserve removal until contents cleared)	51	SIP Fireball 100 XD Diesel Space Heater
35	Seven Bays of Assorted Stock Rack (contents excluded – reserve removal until contents cleared)	52	Four Assorted Bays of Steel Stock Rack (contents excluded – reserve removal until contents cleared)
36	Three Wire Mesh Stock Trolleys, each approx. 1.2m x 600mm x 1.8m high (contents excluded – reserve removal until contents cleared)	53	Seven Bays Two Tier Steel Rack, each bay approx. 2.5m x 900mm x 2.5m high (contents excluded – reserve removal until contents cleared)
37	Dexion Three Bay Two Tier Steel Rack, each bay approx. 2.5m x 900mm x 2.5m high (contents excluded – reserve removal until contents cleared)	54	Oxford MigMaker 330-1 Mig Welder, 240V
38	Five Mobile Spray Booth Trolleys/ Hangars	55	Steel Framed Barrel Stand
39	Alloy Step	56	Wire Mesh Steel Cage Stillage
40	Dalby FREESTANDING DOUBLE DOOR GAS FIRED SPRAY BAKE OVEN , approx. 7m x 4m, with integrated extraction, fans and lighting, 7057 indicated hours (at time of listing) (note – it is the purchasers responsibility to dismantle – circular to atmosphere to be left in building and secure. Purchaser to disconnect gas and electrics) (Contents excluded)	57	Six Rise Alloy Stepladder
41	Two Steel Framed Trolleys	58	Oxford i-Mig 410-3 Mig Welder, with welding gun, 440V
42	Steel Framed Mobile Roll Dispenser, approx. 900mm wide on roll	59	Two Tier Cantilever Steel Rack, with steel chequer plate
43	Five Steel Personnel Lockers, three to front and two to back of spray booths (no keys)	60	Steel Framed Trolley
44	Two Steel Stock Racks, each approx. 920mm x 600mm x 1.9m high (contents excluded – reserve removal until contents cleared)	61	Three Steel Trestles
45	SafetyKleen MK2 Paint/ Parts Washing Station, serial no, 21496	62	Two Wire Mesh Stock Trolleys, each approx. 1.2m x 600mm x 1.8m high (contents excluded – reserve removal until contents cleared), with steel framed bench
46	Furniture Contents of Paint Mixing Room, including steel framed bench, double door cabinets and paints contents	63	Mobile Tool Trolley, with assorted tools, as set out
47	Sectional Paint Mixing Room, approx. 4.1m x 4.1m x 2.45m high, with fitted lighting ((note – it is the purchasers responsibility to dismantle – circular to atmosphere to be left in building and secure. Purchaser to disconnect electrics) (Contents excluded)	64	Quantity of Aluminium Tops, as set out in two timber crates
48	Contents of Furniture, including two tier trolley, pedestal desk and alloy step (stock excluded)	65	Sifweld TSX1T200AC Tig Inverter, 240V, with welding mask
49	Assorted Pneumatic Hand Tools, as set out on bench	66	Six Assorted Spirit Levels
50	Colourbox FREESTANDING DOUBLE DOOR GAS FIRED SPRAY BAKE OVEN , approx. 7m x 4m, with integrated extraction, ducting, fans and lights, 24090 indicated hours (at time of listing) (note – it is the purchasers responsibility to dismantle – circular to atmosphere to be left in building and secure. Purchaser to disconnect gas and electrics) (Contents excluded)	67	Powercraft DP 1016B Benchtop Pillar Drill, 240V
		68	Draper Double Ended Bench Grinder, with steel workbench
		69	Two x Two Tier Steel Workbenches, approx. 1.3m x 870mm (contents excluded)
		70	Timber Top Pedestal Bench, with Record no 5 bench vice, bench approx. 2m x 750mm (contents excluded)
		71	Draper Double Ended Bench Grinder, with single drawer table
		72	Two Welding Screens, each approx. 1.85m wide
		73	Steel Workbench, approx. 1.8m x 900mm
		74	Dexion Single Bay Three Tier Rack, with contents including mainly wheels, fastenings and fittings
		75	Eight Plastic Stacking Crates
		76	RMD M150-AS-CE Pipe Bender, serial no. 20-01569, year of manufacture 2015, 240kg weight, 240V
		77	Titan Magnesium SDS Hammer Drill, 110V, with carry case
		78	Evolution Bora 2800 Magnetic Drill, 110V

Lot	Description	Lot	Description
79	Single Bay Steel Stock Rack, with contents including site light, cutting disc and electrical extension cables (excluding PC)	103	Linde 1000kg cap. High Reach Hydraulic Pallet Truck
80	Double Door Steel Cabinet, with heat gun, rivet inserters, face masks, welding wire and sash clamp	104	Linde 2000kg cap. Hydraulic Pallet Truck
81	Sealey Space Heater, 240V	105	Steel Framed Sack Truck
82	Pearson 2440mm x 6.5mm Hydraulic Guillotine, machine no. 5886/1, with two gravity roller conveyors and extending gravity roller conveyor	106	Four Bays Dexion Two Tier Steel Rack, each bay approx. 2.5m x 900mm x 2.5m high (contents excluded – reserve removal until contents cleared)
83	Murex Tradesmig 235 Mig Welder (no plug)	107	Six Bays Dexion Mainly Two Tier Steel Rack, each bay approx. 2.5m x 900mm x 2.5m high (contents excluded – reserve removal until contents cleared)
84	Bosch Professional SWS 22-230H Angle Grinder, 110V	108	MEZZANINE ONE SECTIONAL STEEL GIRDER FRAMED MEZZANINE FLOOR STRUCTURE , approx. 16m x 5.6m x 3.9m high overall on safety barriers, with fabricated steel access ladder, steel safety barriers, timber partition walls, welded steel bridge to mezzanine two and fitted lighting (contents of room under mezzanine and on top of mezzanine excluded. Reserved removal until contents cleared) (note – purchaser responsible for dismantling mezzanine floor structure, a qualified electrician must disconnect from mains, purchaser must take all partition walls when leaving site)
85	Three Angle Grinders, 110V/ 240V	109	Eight Bays of Caddie Steel Stock Rack, each approx. 1.3m x 600mm x 1.6m high (contents excluded – reserve removal until contents cleared)
86	Makita HR2610T SDS Hammer Drill, 110V	110	Instapacker Bench Top Packing System, serial no. IT-03724, year of manufacture 2004, 240V
87	Bosch Professional GSB 19-2 RE Hammer Drill	111	ATM Test/ Repairs Bench, with associated ATM test equipment (hard disk from PC removed), bench approx. 1.8m x 900mm x 1.9m high (purchaser must provide appropriate documentation prior to the invoicing of this lot)
88	Quantity of Assorted Electrical Extension Cables, as set out on top and under bench	112	ATM Test/ Repairs Bench, with associated ATM test equipment (hard disk from PC removed), bench approx. 1.8m x 900mm x 1.9m high (purchaser must provide appropriate documentation prior to the invoicing of this lot)
89	PAG2200A 2200 W Angle Grinder, 240V	113	ATM Test/ Repairs pairs Bench, with associated ATM test equipment (hard disk from PC removed), bench approx. 1.8m x 900mm x 1.9m high (purchaser must provide appropriate documentation prior to the invoicing of this lot)
90	Makita HR2470 SDS Hammer Drill, 110V	114	ATM Test/ Repairs Bench, with associated ATM test equipment (hard disk from PC removed), bench approx. 1.8m x 900mm x 1.9m high (purchaser must provide appropriate documentation prior to the invoicing of this lot)
91	DeWalt D21570-LX Hammer Drill, 110V		
92	Assorted Hand Tools, as set out on wall, including clamps, drill, saws, angle grinder, pneumatic tool and spirit level		
93	Dexion Three Bay Two Tier Steel Rack, each bay approx. 2.5m x 900mm x 2.5m high (contents excluded – reserve removal until contents cleared)		
94	Three Bays of Steel Stock Rack, each bay approx. 950mm x 630mm x 1.6m high, with hand tool contents, including rivet inserter, vacuum and transformer (excluding stock – reserve removal until contents cleared)		
95	Hand Hydraulic Pallet Truck		
96	Six Bays of Steel Stock Rack, each bay approx. 1.35m x 600mm x 1.6m high (contents excluded – reserve removal until contents cleared)		
97	Two Bays of Steel Stock Rack, each bay approx. 950mm x 630mm x 1.6m high, (excluding stock – reserve removal until contents cleared)		
98	Three Wire Mesh Stock Trolleys, each approx. 1.2m x 600mm x 1.8m high (contents excluded – reserve removal until contents cleared)		
99	Hyster 2500kg cap. Digital Read Out Hydraulic Pallet Truck		
100	Hydraulic Pallet Truck		
101	Linde 2000kg cap. Hydraulic Pallet Truck		
102	1000kg cap. Hydraulic Pallet Truck		

Lot	Description	Lot	Description
	<u>MEZZANINE TWO</u>		
115	SECTIONAL STEEL GIRDER FRAMED MEZZANINE FLOOR STRUCTURE , approx. 16m x 11m x 3.9m high overall on safety barriers, with fabricated steel staircase and pallet lifter, steel safety barriers, timber partition walls, fitted lighting (contents of room under mezzanine and on top of mezzanine excluded. Reserved removal until contents cleared) (note – purchaser responsible for dismantling mezzanine floor structure, a qualified electrician must disconnect from mains, purchaser must take all partition walls when leaving site) (bridge excluded)	131	Ten Bays of Steel Stock Rack, each 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)
116	Six Assorted Steel Stock Racks (contents excluded – reserve removal until contents cleared)	132	11 Bays of Steel Stock Rack, each 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)
117	Four Wire Mesh Stock Trolleys, each approx. 1.2m x 600mm x 1.8m high (contents excluded – reserve removal until contents cleared)	133	Eight Bays of Steel Stock Rack, each 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)
118	Six Assorted Benches, as set out throughout under mezzanine (contents excluded – reserve removal until contents cleared)		<u>MAIN WAREHOUSE</u>
119	Clare 0881104 Electrical Tester, serial no. 94011A1, with trolley	134	Six Bays Dexion Two Tier Steel Rack, each bay approx. 2.5m x 900mm x 2.5m high (contents excluded – reserve removal until contents cleared)
120	Two ATM Test/ Repairs Benches, with associated ATM test equipment (purchaser must provide appropriate documentation prior to the invoicing of this lot)	135	Eight Bays Dexion Two Tier Steel Rack, each bay approx. 2.5m x 900mm x 2.5m high (contents excluded – reserve removal until contents cleared)
121	Nine Two Door Steel Personnel Lockers (no keys)		<u>TESTING ROOM</u>
122	13 Two Door Steel Personnel Lockers (no keys)	136	Steel Rack Throughout Testing Area, including approx. 28 bays of multi-tier steel stock rack, each mainly 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)
123	Two Steel Framed Changing Benches & Five Assorted Stand Chairs	137	Steel Testing Bench, with fitted lights, fastenings and fittings (purchaser must provide qualified electrician to disconnect from mains) (excluding ATM stock)
	<u>ON MEZZANINE</u>	138	Steel Framed Testing Bench (excluding ATM stock)
124	Ten Bays of Steel Stock Rack, each approx. 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)	139	Steel Testing Bench, with fitted lights, fastenings and fittings (purchaser must provide qualified electrician to disconnect from mains) (excluding ATM stock)
125	Eight Bays of Steel Stock Rack, each 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)	140	ATM Test/ Repairs Bench, with associated ATM test equipment (purchaser must provide appropriate documentation prior to the invoicing of this lot)
126	Eight Bays of Steel Stock Rack, each 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)	141	Two Frame Plan Boards, each approx. 2.4m wide
127	Ten Bays of Steel Stock Rack, each 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)	142	ATM Test/ Repairs Bench, with associated ATM test equipment and fitted lights (purchaser must provide appropriate documentation prior to the invoicing of this lot)
128	Hydraulic Pallet Truck	143	ATM Test/ Repairs Bench, with associated ATM test equipment (purchaser must provide appropriate documentation prior to the invoicing of this lot)
129	Ten Bays of Steel Stock Rack, each 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)	144	Two Steel Framed Wire Mesh Stock Trolleys (contents excluded – reserve removal until contents cleared)
130	13 Bays of Steel Stock Rack, each 1.2m x 600mm x 1.7m high (contents excluded – reserve removal until contents cleared)	145	Steel Framed Testing Bench
		146	Steel Framed Testing Bench
		147	Steel Framed Testing Bench
		148	Steel Framed Testing Bench

Lot	Description	Lot	Description
149	ATM Test/ Repairs Bench, with associated ATM test equipment (purchaser must provide appropriate documentation prior to the invoicing of this lot)	168	Link51 TEN BAY THREE TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 6.05m high, with end barriers (contents excluded – reserve removal until contents cleared)
150	ATM Test/ Repairs Bench, with associated ATM test equipment (purchaser must provide appropriate documentation prior to the invoicing of this lot)	169	Link51 20 BAY THREE TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 6.05m high, with end barriers (contents excluded – reserve removal until contents cleared)
151	Three x Two Tier Steel Repair Trolleys, with fastenings and fittings	170	Link51 20 BAY TWO TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 4.05m high, with end barriers (contents excluded – reserve removal until contents cleared)
152	Clare A433R/230/J/SP Electrical Tester, serial no. 006512A1, 230V, with trolley	171	Link51 20 BAY TWO TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 4.05m high, with end barriers (contents excluded – reserve removal until contents cleared)
153	Hydraulic High Reach Platform Trolley	172	Link51 22 BAYS FOUR TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 7.5m high, with end barriers (contents excluded – reserve removal until contents cleared)
154	Hydraulic High Reach Platform Trolley	173	Link51 22 BAYS FIVE TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 9.2m high, with end barriers (contents excluded – reserve removal until contents cleared)
155	Hydraulic High Reach Platform Trolley	174	Link51 15 BAYS THREE TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 5.25m high (contents excluded – reserve removal until contents cleared)
156	Office Furniture Contents of Testing Area, including desks, chairs and cabinets	175	Link51 21 BAYS FIVE TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 9.2m high, with end barriers (contents excluded – reserve removal until contents cleared)
157	Steel Framed Testing Workbench (purchaser must provide qualified electrician to disconnect from mains) (contents excluded – reserve removal until contents cleared)	176	Link51 18 BAYS FIVE TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 9.2m high, with end barriers (contents excluded – reserve removal until contents cleared)
158	Steel Wire Mesh Cage Stillage	177	Link51 18 BAYS FOUR TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.4m x 1.1m x 7m high, with end barriers (contents excluded – reserve removal until contents cleared)
159	Four ATM Test/ Repairs Benches, with associated ATM test equipment (hard disk from PC removed), bench approx. 1.8m x 900mm x 1.9m high (purchaser must provide appropriate documentation prior to the invoicing of this lot)	178	Link51 16 BAYS TWO TIER BOLTLESS STEEL PALLET RACK , each bay mainly approx. 2.4m x 1.1m x 4.05m high, with end barriers (contents excluded – reserve removal until contents cleared)
160	Testing Trolley, with fitted lights, fastenings and fittings (purchaser must provide qualified electrician to disconnect from mains)	179	Link51 16 BAYS TWO TIER BOLTLESS STEEL PALLET RACK , each bay mainly approx. 2.4m x 1.1m x 4.05m high, with end barriers (contents excluded – reserve removal until contents cleared)
	<u>MAIN WAREHOUSE</u>		
161	Strap Banding Trolley, with reel of banding and strap banding tool		
162	Two Rise Step Ladder		
163	Two Tier Steel Framed Trolley (contents excluded)		
164	Link 51 Four Bays Two Tier Boltless Steel Pallet Rack, each bay approx. 2.75m x 900mm x 4.75m high, with spare uprights and cross beams (contents excluded – reserve removal until contents cleared)		
165	Five Bays of Steel Stock Rack (contents excluded – reserve removal until contents cleared)		
166	Dexion Speedlock Six Bays Single Tier Boltless Steel Pallet Rack, each bay approx. 3.3m x 1.05m x 2.7m high (contents excluded – reserve removal until contents cleared)		
167	TEN BAY TWO TIER BOLTLESS STEEL PALLET RACK , two x Link51 and eight x Dexion , each bay approx. 2.85m x 900mm x 6.05m high (contents excluded – reserve removal until contents cleared)		

Lot	Description	Lot	Description
180	Link51 16 BAYS THREE TIER BOLTLESS STEEL PALLET RACK , each bay mainly approx. 2.4m x 1.1m x 5.8m high, with end barriers (contents excluded – reserve removal until contents cleared)	202	ATM Test/ Repair Bench, with fitted light, inspection magnifying lens and Aoyue ESD safe A52A adhesive applicator, soldering iron and associated ATM repair equipment (hard discs removed) (purchaser must provide appropriate documentation prior to the invoicing of this lot) (excluding stock contents)
181	Link 51 EIGHT BAYS THREE TIER BOLTLESS STEEL PALLET RACK , each bay mainly approx. 2.4m x 1.1m x 5.8m, with end barriers (contents excluded – reserve removal until contents cleared)	203	ATM Test/ Repair Bench, with fitted light and fitted Record 1ton bench vice (hard discs removed) (purchaser must provide appropriate documentation prior to the invoicing of this lot) (excluding stock contents)
182	Link 51 SIX BAYS THREE TIER BOLTLESS STEEL PALLET RACK , each bay approx. 2.45m x 900mm x 5.7m high (contents excluded – reserve removal until contents cleared)	204	ATM Test/ Repairs Bench, with associated ATM test equipment (hard discs removed) (excluding stock contents)
183	Dexion Speedlock FIVE BAY SINGLE TIER BOLTLESS STEEL PALLET RACK , each bay approx. 3.4m x 1.1m x 2.75m high (contents excluded – reserve removal until contents cleared)	205	ATM Test/ Repairs Bench, with associated ATM test equipment (hard discs removed) (excluding stock contents)
184	Ten Rise Alloy Stepladder	206	ATM Test/ Repairs Bench, with associated ATM test equipment and inspection magnifying lens (hard discs removed) (purchaser must provide appropriate documentation prior to the invoicing of this lot) (excluding stock contents)
185	Tractor Unit Engine & Transmission	207	ATM Test/ Repairs Bench, with associated ATM test equipment (hard discs removed) (excluding stock contents)
186	Seven Bay Assorted Steel Stock Rack	208	ATM Test/ Repairs Bench, with associated ATM test equipment (hard discs removed) (excluding stock contents)
187	Three Assorted Multi-Tier Trolleys	209	ATM Test/ Repairs Bench, with associated ATM test equipment (hard discs removed) (excluding stock contents)
	<u>YARD</u>	210	ATM Test/ Repairs Bench, with associated ATM test equipment (hard discs removed) (excluding stock contents)
188	Large Quantity of Wood Pallets, as set out in one area	211	ATM Test/ Repairs Bench, with associated ATM test equipment (hard discs removed) (excluding stock contents)
189	Large Quantity of Wood Pallets, as set out in one area	212	Five Wire Mesh Stock Trolleys, each approx. 1.2m x 600mm x 1.8m high (contents excluded – reserve removal until contents cleared)
	<u>OFFICES</u>	213	Steel Framed Testing Workbench (excluding stock – reserve removal until contents cleared)
	<u>GROUND FLOOR</u>	214	Infra 10kg cap. max. Benchtop Platform Weighing Scale
190	Furniture in First Aid Room, including assorted chairs, side tables, trolleys and adjustable height patient bed	215	Tambour Door Cabinet, with strap banding contents, including strap banding tool and reel of strap banding
191	Assorted Movie DVDs, as set out in four boxes	216	Office Furniture, in one area, including three oak laminated cantilever framed desks, three assorted fabric upholstered swivel chairs and three desk pedestals
192	CRX Steel Security Safe, approx. 630mm x 580mm x 900mm high (no keys)	217	HP Intel Core 2 Due Personal Computer (hard disk removed), with flat screen monitor, keyboard and mouse
193	Comms Cabinet, including mainly switches and UPS (hard disks removed)		
194	Oak Laminated Sideboard, approx. 1.6m x 400mm		
195	Two Leather Effect Upholstered Reception Chairs		
196	Chequer Plate Top Steel Framed Table		
197	Contents of Cleaning Cupboard, including two single door lockers, mops, buckets, cleaning liquids and chair		
198	Lincat Stainless Steel Oven & Stainless Steel Four Hob Unit		
199	Belling Baby Twin Hob Electric Oven		
200	Two Single Door Refrigerators, with two microwaves, kettle and toaster		
201	Canteen Furniture, including two fixed seat canteen dining stations, six steel framed tables and 11 plastic stacking chairs		

Lot	Description	Lot	Description
218	HP Officejet Pro 8100ePrinter	241	Assorted Office Furniture, including oak laminated double door cabinets, shelving units, sliding door glazed front units, cantilever framed desks, stand chairs, armchairs, meeting tables, pedestals and filing cabinets, as set out all in one area
219	Zebra 140XrII Label Printer		
220	Lenovo ThinkPad Intel Core i5 vPro Laptop (hard disk removed)		
221	Dell OptiPlex 3020 Intel Core i5 Personal Computer (hard disk removed)		
222	Acer Veriton Intel Core i3 Personal Computer (hard disk removed), with flat screen monitor, keyboard and mouse	242	Tambour Door Cabinet
223	Two x Four Drawer Steel Filing Cabinets	243	Eight Drawer Steel Framed Plan/ Drawing Cabinet
224	Approx. 15 Bays of Assorted Steel Stock Rack (contents excluded – reserve removal until contents cleared)	244	Office Furniture, in one area, including six oak laminated desks, curved shelving unit and double door cabinet
225	Three Seat Leather Effect Upholstered Settee & Leather Effect Upholstered Armchair	245	OCE 9400 Plan Copier
226	Eight Bays of Steel Stock Rack, each bay approx. 900mm x 300mm x 1.9m high (contents excluded)	246	Assorted Quantity of Office Furniture, in one area, including four oak laminated desks, plan/ drawing cabinet, three drawer cabinet and side board
227	Contents of Office Furniture, including steel framed pedestal desk, cantilever framed desk, bookshelf and assorted chairs	247	Assorted Quantity of Office Furniture, in one area, including filing cabinet, curved front shelving units, five desks, acoustic walls and fabric upholstered stand chairs
228	Four Hob Electric Oven	248	13 Assorted Flat Screen Monitors
229	Single Door Refrigerator, with microwave, kettle and toaster	249	Three Assorted Printers, as set out on three shelves
230	Contents of Furniture, including two steel framed tables, two steel filing cabinets, four assorted fabric upholstered chairs and hat and coat stand	250	Two HP Officejet Pro 8710 Multi-Functional Printers
231	Blank	251	HP Officejet Pro 8718 Multi-Functional Printer
232	Blank	252	Two Netgear Switch Units
233	Blank	253	Furniture Contents of Office, including two pedestal desks and shelving unit
233A	Belling Baby Twin Hob Electric Oven	254	Samsung PS43F4500 43in. Wall Mounting Flat Screen Television (no stand) (no remote control)
233B	Three Single Door Refrigerators, with two microwaves, coffee machine, kettle and toaster	255	HP Officejet Pro 7740 Multi-Functional Printer
233C	Furniture Contents of Canteen, including three tables, nine assorted chairs and hat and coat stand	256	Oak Laminated Meeting Table, with fabric upholstered armchair
234	Two Leather Effect Upholstered Barrel Chairs	257	Furniture Contents of Office, including oak laminated pedestal desk, sliding door sideboard, steel framed table, computer desk, plan drawer and fabric upholstered armchair
235	Quantity of Sait Abrasive Discs, as set out in one area	258	Furniture Contents of Office, including three oak laminated steel framed tables
236	Reel of Strap Banding	259	Server Cabinet, including Dell PowerEdge R630 Intel Xion server (hard disks removed), Draytek Vigor 2866ac security firewall, switches, flat screen monitor, keyboard, mouse, APC SmartUPS 1500 UPS and Xtreme N91i-1000 rack mounting UPS
237	Paper Guillotine, approx. 1.7m wide	260	CCTV SYSTEM , with approx. 33 cameras throughout site
238	Office Furniture Contents of Room, including steel framed tables, cantilever framed desks, curved filing shelving, fabric upholstered stand chairs, steel framed stacking chairs, fabric upholstered armchairs, desk pedestals and acoustic walls		
239	OCE 7051 Plan Copier		
240	Three Assorted Comms Cabinets		

Lot	Description	Lot	Description
261	Furniture Contents of Office, including oak laminated cantilever framed desk, circular meeting table, desk pedestal, three drawer filing cabinet, three fabric upholstered chairs and shelving unit	280	HP Pro Intel Core i3 Personal Computer (hard disk removed), with two flat screen monitors, keyboard and mouse
262	HP Officejet 4650 Multi-Functional Printer	281	HP Z240 Intel Core i5 Personal Computer (hard disk removed), with flat screen monitor
263	Oval Shaped Oak Laminated Meeting Table, approx. 3.4m long, with four fabric upholstered stand chairs	282	Eight Polycom Telephone Handsets
264	Two Curved Front Light Oak Laminated Cantilever Framed Desks, with desk pedestal and two fabric upholstered stand chairs	283	Oak Laminated Four Drawer Filing Cabinet, with steel framed table and shelving unit
265	Curved Edge Oak Laminated Reception Table, with three fabric upholstered stand chairs	284	Five Light Oak Laminated Shelving Units
266	Oak Laminated Meeting Table, approx. 1.6m long, with five fabric upholstered armchairs	285	Tambour Door Cabinet
267	Curved Front Oak Laminated Cantilever Framed Desk, with desk pedestal, curved shelving unit, double door cabinet and acoustic wall	286	Oval Shaped Meeting Table, approx. 3.3m x 1.5m, with seven fabric upholstered stand chairs
268	Acer Flat Screen Monitor, with keyboard and mouse	287	Oak Laminated Sideboard, approx. 1.7m wide
269	Texet Laminator, with guillotine and hole punch	288	Two Steel Framed Tables, with leather effect upholstered occasional chair and hat and coat stand
270	Bush DAB Radio	289	JVC 49in. Wall Mounting Flat Screen Television, with remote control
271	Two Curved Front Oak Laminated Cantilever Framed Desks, with four desk pedestals, three acoustic walls and fabric upholstered swivel chair	290	Single Door Counter Top Refrigerator, with two microwaves, toaster and kettle
272	Dell OptiPlex 3040 Intel Core i5 Personal Computer (hard disk removed), with two flat screen monitors and wireless mouse	291	Indesit PWC 7143 W Washing Machine
273	Lenovo Intel Core i3 Personal Computer (hard disk removed), with flat screen monitor and keyboard	292	Two Oak Laminated Double Door Cabinets, with three shelving units
274	Curved Front Oak Laminated Cantilever Framed Desk, with two desk pedestals, two acoustic walls and fabric upholstered swivel armchair	293	Two Curved Oak Laminated Desks/ Tables, with two x three drawer filing cabinets, two desk pedestals, extension table and four assorted chairs
275	HP Z240 Intel Core i5 Personal Computer (hard disk removed), with two flat screen monitors, keyboard and mouse	294	Lenovo ThinkCentre Personal Computer (hard disk removed), with flat screen monitor, keyboard and mouse
276	Fellowes P-48C Shredder	294A	HP Desktop Pro A 300 G3 Personal Computer (hard disk removed), with two flat screen monitors, keyboard and mouse
277	Two Curved Front Oak Laminated Cantilever Framed Desks, with five desk pedestals, two leather effect upholstered swivel armchairs, double door cabinet and three acoustic walls	295	HP Officejet Pro 7740 Multi-Functional Printer
278	Toshiba TECRA Intel Core i5 Laptop (hard disk removed), with flat screen monitor, keyboard and mouse	296	Aurora AS1023CD Shredder
279	Assorted Office Furniture, including two curved dark oak laminated desks, two pedestal desks, two double door cabinets, shelving unit, hat and coat stand and leather effect upholstered swivel armchair	297	Three Oak Laminated Shelving Units
		298	Two Seat Leather Effect Upholstered Settee, with side table
		299	Partners Meeting Table, approx. 1.65m x 900mm, with four leather effect upholstered armchairs
		300	Glazed Front Sliding Door Cabinet
		301	Partners Pedestal Desk, approx. 2.2m x 1.05m, with leather effect upholstered swivel armchair, double door cabinet and desk pedestal
		302	Lenovo ThinkPad Docking Station, with flat screen monitor, two speakers, keyboard and mouse
			End of Sale