

# Online Auction

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

On the instructions of M Elliot and S Carvill-Biggs Esq of FRP Advisory,  
The Joint Administrators of Border Steelworks Structures Limited  
Piecemeal (subject to General Conditions and Special Conditions unless previously sold)

## Assets of a Steelwork & Fabrication Business inc. Bandsaws, Welders, Power Tools, Steel Stocks, Business Equipment, Fork Lift Truck and VW Van

Photographs & online auction bidding via [sw.co.uk/auctions](http://sw.co.uk/auctions)

**Bidding:** Closes from 11am on Tuesday 19 September 2023

**View:** From 10am to 4pm on Monday 18 September 2023 or by appointment

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:** **Lots 1-181:** 239 Kingstown Road, Carlisle, Cumbria, CA3 0BQ  
**Lots 200-358:** Queensberry Street, Annan, Dumfries & Galloway, DG12 5BL, UK

6<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds, LS1 4DL Tel: 0113 221 6210

[auctions@sw.co.uk](mailto:auctions@sw.co.uk)  
[sw.co.uk/auctions](http://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 <sup>th</sup> 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: <a href="http://www.bidspotter.co.uk">www.bidspotter.co.uk</a> ; <a href="http://www.ibidder.com">www.ibidder.com</a> ; <a href="http://www.sw.co.uk">www.sw.co.uk</a> ; and <a href="http://www.sw.atgportals.net">www.sw.atgportals.net</a> ;

### "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, and 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 M Elliot and S Carvill-Biggs Esq of FRP Advisory, The Administrators of Border Steelworks Structures Limited

### **Location:**

**Lots 1-181:** 239 Kingstown Road, Carlisle, Cumbria, CA3 0BQ

**Lots 200-358:** Queensberry Street, Annan, DG12 5BL

### **Directions:**

**Lots 1-181:** <https://w3w.co/stews.signed.vibrate> - 239 Kingstown Road, Carlisle, Cumbria, CA3 0BQ

**Lots 200-358:** <https://w3w.co/loopholes.trample.gliding> - Queensberry Street, Annan, DG12 5BL

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:**

Between 10am and 4pm on Monday 18 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](http://www.bidspotter.co.uk) and [sw.co.uk/auctions](http://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](http://www.bidspotter.co.uk) and [sw.co.uk/auctions](http://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 12 noon WEDNESDAY 27 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
	<b>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</b>	35	<b>Makita</b> Drill, 110V
	<b>LOTS LOCATED AT 239 KINGSTOWN ROAD, CARLISLE, CUMBRIA, CA3 0BQ</b>	36	<b>Makita</b> FS2500 Drill, 110V
	<b><u>GROUND FLOOR</u></b>	37	<b>Makita</b> DTW1002 Battery Impact Wrench, with charger
1	<b>Makita</b> Reciprocating Saw, 110V	38	<b>Makita</b> Battery Drill, with charger (no battery)
2	<b>Makita</b> GA4530 Angle Grinder, 110V	39	<b>Makita</b> Battery Screwdriver (no battery)
3	<b>Makita</b> Drill, 110V	40	<b>Makita</b> DHP482 Battery Drill, with battery charger
4	<b>Makita</b> 8106 Drill, 110V	41	<b>Makita</b> DA3011F Angle Drill, 110V
5	<b>Makita</b> HP2050F Drill, 110V	42	<b>Makita</b> DA3000P Angle Drill, 110V
6	<b>Makita</b> Drill, 110V	43	<b>Makita</b> Shear, 110V
7	<b>Makita</b> TW0350 Impact Wrench, 110V	44	<b>Makita</b> Shear, 110V
8	<b>Makita</b> FS2500 Drill, 110V	45	<b>Makita</b> Petrol Cut-off Saw
9	<b>Gesipa</b> Accubird Battery Drill, with spare battery and charger	46	<b>Makita</b> Petrol Cut-off Saw
10	<b>Makita</b> Impact Wrench, 110V	47	<b>Makita</b> Angle Grinder, 110V
11	<b>Makita</b> Drill, 110V	48	<b>Makita</b> Angle Grinder, 110V
12	<b>Makita</b> Drill, 110V	49	<b>Makita</b> 4340FCT Jigsaw, 110V, with carry case
13	<b>Makita</b> DJR186 Battery Reciprocating Saw (no battery)	50	<b>Makita</b> TW0350 Impact Wrench, 110V, with carry case
14	<b>Makita</b> Reciprocating Saw, 110V	51	<b>Makita</b> Battery Screwdriver (no battery)
15	<b>Makita</b> JR3050T Reciprocating Saw, 110V	52	<b>Makita</b> DTD170 Battery Screwdriver
16	<b>Makita</b> AVT Reciprocating Saw, 110V	53	<b>Makita</b> Angle Grinder, 110V
17	<b>Makita</b> Reciprocating Saw, 110V	54	<b>Makita</b> HR2450 SDS Hammer Drill, 110V, with carry case
18	<b>Makita</b> Impact Wrench, 110V	55	Two Socket Sets & Wrenches,
19	<b>Makita</b> HP1040 Drill, 110V	56	Two Twin Head Tripod Lights, 110V
20	<b>Makita</b> Drill, 110V	57	Four Single Head Tripod Lights, 110V
21	<b>Makita</b> HR2450T Hammer Drill, 110V	58	Plan Trolley
22	<b>Makita</b> HR2450 Hammer Drill, 110V	59	<b>LEICA</b> TCR805 Total Station, with carry case
23	<b>Makita</b> JN1601 Nibbler, 110V	60	<b>Fukuda</b> FRE205 Rotary Laser Level, with carry case
24	<b>Makita</b> JN1601 Nibbler, 110V	61	<b>Sokkia</b> C41 Automatic Survey Level, with carry case
25	<b>Makita</b> Drill, 110V	62	<b>Pentax</b> 142485 Automatic Survey Level, with carry case
26	<b>Makita</b> Drill, 110V	63	<b>Topcon</b> TL-20DF Theodolite, with carry case
27	<b>Makita</b> Drill, 110V	64	Two Surveying Tripods
28	<b>Makita</b> Drill, 110V	65	Two Surveying Tripods
29	<b>Makita</b> Drill, 110V	66	Two Alloy Steps
30	<b>Makita</b> Drill, 110V	67	<b>Skylotec</b> Seal Pac Rescue Device, date of expiry 18/04/2025
31	<b>Makita</b> Drill, 110V	68	Assorted Lifting Equipment, including ratchet strap slings and harnesses, as set out in one area
32	Nibbler, 110V	69	Four <b>Portwest</b> Energy Absorbing Lanyards
33	<b>Makita</b> 4350FCT Jigsaw, 110V	70	Two Surveying Staffs
34	<b>Makita</b> HR2450 SDS Hammer Drill, 110V		



Lot	Description	Lot	Description
71	Assorted Hand Tools, including measuring equipment, spirit levels, rivet inserters, sledgehammer	102	Two Clocks
72	Single Leg Lifting Chain	103	<b>LG</b> Wall Mounted Flat Screen Television, with remote control
73	<b>Rollgliss</b> Rescue Pack, with micro pulley kit	104	<b>HP</b> 290 G1 MT Business Intel Core i5 Personal Computer (hard disk removed)
74	Quantity of Assorted Adhesives, Sprays & Paints, as set out on two tiers of shelving, with tambour door cabinets (contents excluded – reserve removal until contents cleared)	105	<b>HP</b> 280 G2 MT Business Intel Core i7 Personal Computer (hard disk removed)
75	0.3kVA 110V Transformer & Four Way Splitter Box	106	<b>HP</b> Pro Book 450 G0 Intel Core i5 Laptop (hard disk and battery removed)
76	Nibbler, 110V	107	<b>Dell</b> Inspiron 15 Intel Core i7 Laptop (hard disk removed)
77	<b>Makita</b> Reciprocating Saw, 110V	108	<b>Dell</b> Vostro Intel Core i5 Personal Computer (hard disk removed)
78	<b>Makita</b> Drill, 110V	109	<b>HP</b> 290 G1 MT Business Intel Core i5 Personal Computer (hard disk removed)
79	<b>Makita</b> HP1641 Drill, 110V	110	<b>HP</b> 290 G1 MT Business Intel Core i5 Personal Computer (hard disk removed)
80	Two <b>Makita</b> Drills, 110V	111	Two Flat Screen Monitors
81	<b>Makita</b> JS1660 Shear, 110V	112	Server Cabinet, with <b>APC</b> UPS and switch
82	Two <b>Makita</b> Angle Grinders, 110V	113	Server Cabinet, with contents including <b>Samsung</b> OfficeServ 7200 phone system, switches and <b>Draytek</b> Vigor 2860 security firewall
83	<b>Makita</b> Angle Drill, 110V	114	Assorted IT Equipment, including switches, keyboards, data cables, monitor cables and office stationery, as set out on shelving
84	<b>Makita</b> Drill, 110V	115	<b>Whirlpool</b> Single Door Refrigerator, with microwave, kettle and toaster
85	Three Assorted Drills, 110V	116	Three Oak Laminated Cantilever Framed Desks, with two fabric upholstered swivel chairs and three desk pedestals
86	<b>Evolution</b> F1711UK00073 Magnetic Drill, 110V, with carry case	117	Two Four Drawer Steel Filing Cabinets, with two tambour door cabinets
87	Assorted PPE Gloves, as set out in one area	118	Two Oak Laminated Shelving Units
88	210V Transformer	119	Two <b>LG</b> Flat Screen Monitors, with desk mounting arm bracket
89	<b>Yale</b> Lift360 1000kg Chain Hoist	120	<b>HP</b> 290 G1 MT Business Intel Core i5 Personal Computer (hard disk removed), with keyboard and mouse
90	<b>Armorgard</b> Oxbox Site Box, with contents and key	121	<b>HP</b> Intel Core i5 Personal Computer (hard disk removed), with keyboard and mouse
91	<b>SDMO</b> HSX3000 Generator	122	<b>HP</b> 290 G1 MT Business Intel Core i5 Personal Computer (hard disk removed), with keyboard and mouse
92	<b>Harcon</b> Safety Kit	123	Four Flat Screen Monitors, with two desk mounting arm brackets
93	<b>Brother</b> Business Smart Series MFC-J6530DW Printer	124	<b>HP</b> Intel Core i7 Laptop (hard disk removed)
94	Five 110V Splitter Boxes, as set out on one tier of rack	125	<b>Dell</b> Latitude 3520 Intel Core i3 Laptop (hard disk removed)
95	Quantity of Silicone, as set out on two tiers of rack	126	Eight <b>Samsung</b> Telephone Handsets
96	110V/ 240V Extension Cables, as set out on one tier of rack	127	<b>HP</b> Officejet Pro X 451dw Printer
97	Two Barrier Posts	128	Two Oak Laminated Shelving Units
98	Contents of Rack, including screws, A2 stainless steel fixings, anchor bolts, chemical studs, tyre, bin, rope, bolts		
99	Five Bays of Multi-Tier Stock Rack (contents excluded – reserve removal until contents cleared)		
100	Contents of Store Room, including dust masks, tape, hi vis jackets, hard helmets 110V plugs, safety glasses		
101	Three Fabric Upholstered Reception Chairs, with circular table		

Lot	Description	Lot	Description
129	L Shaped Reception Desk, approx. 4.1m x 2.5m, with two fabric upholstered swivel armchairs and three desk pedestals		<b>FIRST FLOOR</b>
130	<b>HP</b> Intel Core i5 Personal Computer (hard disk removed), with flat screen monitor, keyboard and mouse	148	<b>Fellowes</b> 350C Shredder
131	<b>Fujitsu</b> Esprimo E410 E85+ Intel Core i5 Personal Computer (hard disk removed), with flat screen monitor, keyboard and mouse	149	<b>HP</b> DesignJet T1530 Post Script Wide Format Printer
132	Eight Wet Floor Signs, with assorted cleaning equipment	150	Partners Pedestal Desk, with leather upholstered swivel armchair, two leather effect armchairs and mobile cabinet
133	<b>Hoover</b> Spirit Vacuum Cleaner	151	Contents of Office, including oak laminated cantilever framed desk, two fabric upholstered swivel chairs and desk pedestal
134	Oak Laminated Cantilever Framed Desk	152	Tambour Door Cabinet & Shelving Unit
135	<b>Fellowes</b> SB-97CS Shredder	153	Steel Framed Table, with assorted office requisites
136	Contents of Office Furniture, including three oak laminated cantilever framed desks, two steel framed tables, shelving unit, two desk pedestals, four drawer steel filing cabinet and three fabric upholstered swivel armchairs	154	Two Curved Front Oak Laminated Cantilever Framed Desks, with two cantilever framed desks
137	Four <b>Philips</b> Flat Screen Monitors, with two desk mounting arm brackets	155	Four Curved Front Oak Laminated Framed Desks, with steel framed table and three desk pedestals
138	<b>HP</b> Pro Desk 400G7 Small Form Factor Intel Core i7 Personal Computer (hard disk removed), with monitor, keyboard, mouse and speakers	156	Four Curved Front Oak Laminated Cantilever Framed Desks, with two cantilever framed desks, four desk pedestals and steel framed table
139	<b>HP</b> 290 G1 MT Business Intel Core i5 Personal Computer (hard disk removed), with flat screen monitor, keyboard, mouse and speakers	157	Four Curved Front Oak Laminated Cantilever Framed Desks, with three desk pedestals
140	Assorted Office Requisites	158	Tambour Door Cabinet & Shelving Unit
141	Two Section Oak Laminated Meeting Table, approx. 4.8m x 1.6m, with 14 leather effect upholstered armchairs and two sliding door cabinets	159	Tambou Door Cabinet, with shelving unit and semi-circular steel framed table
142	<b>Jabra</b> Conference Call Telephone	160	Three Tambour Door Cabinets
143	<b>Optoma</b> SLUGRK Interactive Flat Panel 65in. Television, with television stand and webcam	161	Four Curved Front Oak Laminated Cantilever Framed Desks, with three desk pedestals
144	Contents of Office Furniture, including three oak laminated cantilever framed desks, shelving units, four drawer steel filing cabinet and two chairs	162	Two Curved Front Oak Laminated Cantilever Framed Desks, with three cantilever framed desks
145	<b>HP</b> Z230 Workstation Intel Core i7 Personal Computer, with flat screen monitor, keyboard, mouse, webcam and desk mounting arm bracket	163	Three Leather Effect Upholstered Swivel Armchairs
146	Contents of Store Room, including two stock racks, office requisites, four drawer steel filing cabinet, two double door steel cabinets and multi-drawer steel cabinet	164	Seven Fabric Upholstered Swivel Chairs
147	<b>Dyson</b> DC33 Vacuum Cleaner	165	Five Assorted Fabric Upholstered Swivel Chairs
		166	Five Fabric Upholstered Swivel Armchairs
		167	17 <b>Samsung</b> Telephone Handsets
		168	<b>HP</b> 240 Tower Workstation Intel Core i7 Personal Computer (hard disk removed), with <b>AOC</b> monitor, keyboard and mouse
		169	Two <b>Philips</b> Flat Screen Monitors, with desk mounting arm bracket and webcam
		170	<b>HP</b> 290 G1 MT Business Intel Core i5 Personal Computer (hard disk removed), with flat screen monitor, keyboard and mouse

Lot	Description	Lot	Description
171	HP Pro Desk 400G7 Small Form Factor Intel Core i3 Personal Computer (hard disk removed), with two flat screen monitors, keyboard and mouse	205	John Schehr RADIAL ARM DRILL, serial no. 803817 10/8537/004, 3 ton total weight, 420V rated voltage, with slotted table, approx. 700mm x 700mm
172	HP Z230 Workstation Intel Core i7 Personal Computer (hard disk removed), with two Philips flat screen monitors, desk mounting arm bracket, keyboard, mouse and webcam	206	Assorted Drill Tooling & Stands, as set out on top of cabinet (understood to be for lot 205)
173	HP Intel Core i5 Personal Computer (hard disk removed), with two AOC flat screen monitors, desk mounting arm bracket, keyboard, mouse and webcam	207	Startrite-Meba 400 HORIZONTAL BANDSAW, serial no. 31883, year of manufacture 1979, blade approx. 1.3m wide, with two gravity roller stands, each approx. 800mm wide on rolls
174	HP 290 G1 MT Business Intel Core i5 Personal Computer (hard disk removed), with flat screen monitor, keyboard, mouse and webcam	208	Startrite Horizontal Bandsaw, serial no. 5877, blade approx. 850mm wide, with gravity roller stand, approx. 600mm wide on rolls
175	Three Flat Screen Monitors, with desk mounting arm bracket	209	Fobco 10.Eight Pillar Drill, table approx. 520mm x 450mm, 440V
176	HP Z230 Workstation Intel Core i7 Personal Computer (hard disk removed), with two Samsung flat screen monitors, desk mounting arm bracket, keyboard and mouse	210	Weldability Automatic Gas Cutter, serial no. 21613, 110V (bottles excluded)
177	Two HP Flat Screen Monitors	211	Powerbor PB70/2 Magnetic Drill, 110V
178	Three Flat Screen Monitors, with desk mounting arm brackets	212	Esab LAX Mig Welder, with MEK2 wire feed unit, welding gun, pipe work and gauge, 440V (bottle excluded)
179	Bosch Series 1 Silence Plus Dishwasher	213	Esab Mig L405 Mig Welder, with wire feed unit, welding gun, welding hose and spare equipment, 440V
180	Single Door Refrigerator, with two microwaves and toaster	214	Esab Mig 410 Mig Welder, with feed 304 wire feed unit, welding gun, welding hose and gauge, 440V (bottle excluded)
181	Two Steel Framed Oak Laminated Tables, with six fabric upholstered stand chairs	215	Lincoln Electric Powertech 425S Mig Welder, with LF24M wire feed unit, welding gun, welding hose and gauge, 440V (bottle excluded)
182-199	Blank	216	Lincoln Electric Powertech 425S Mig Welder, with LF24M wire feed unit, welding gun, welding hose and gauge, 440V (bottle excluded)
	<b>LOTS LOCATED QUEENSBERRY STREET, ANNAN, DG12 5BL</b>	217	Lincoln Electric Powertech 425S Mig Welder, with LF24M wire feed unit, welding gun, welding hose and gauge, 440V (bottle excluded)
200	Volkswagen Caddy C20 102 TDi DIESEL PANEL VAN, registration no. PX13 NPZ, date first registered 04/2013, odometer: 116,735 miles (at time of listing) (test expired 05/09/2023)	218	Plymovent Flexmax Jib Arm/ Ducting Extraction, jib arm approx. 4.7m long (spiral ducting excluded)
	<b>WORKSHOP</b>	219	Plymovent Flexmax Jib Arm/ Ducting Extraction, jib arm approx. 4.7m long (spiral ducting excluded)
201	Yale GLP25TF E2420 LPG FORK LIFT TRUCK, serial no. E177B0963T, year of manufacture 1996, indicated hours 14,889 (at time of listing), 1470kg cap., 4,200kg truck weight, 5,550mm max. height, 2.35m fork height (reserve removal until 12 noon Wednesday 27 September 2023)	220	Plymovent Flexmax Jib Arm/ Ducting Extraction, jib arm approx. 4.7m long (spiral ducting excluded)
202	Geka HYD 80 UNIVERSAL METALWORKER, serial no. 12944, year of manufacture 2004, 45kg/mm <sup>2</sup> , 65.000psi, with fitted lights	221	Plymovent Flexmax Jib Arm/ Ducting Extraction, jib arm approx. 4.7m long (spiral ducting excluded)
203	Assorted Metal Working Punch Tooling, as set out on one tier of cabinet (excluding contents of cabinet) (understood to be for lot 202)	222	Two Gravity Roller Stands, each approx. 770mm wide on roller
204	Gravity Roller Conveyor, approx. 3.7m x 500mm wide on rollers	223	Two Steel Trestles, each approx. 1.2m wide

Lot	Description	Lot	Description
224	Two Steel Trestles, each approx. 1.2m wide	256	Assorted Hand Tools, with measuring equipment, spirit levels, punches and torch, as set out on top of bench, with steel framed table
225	<b>Evolution</b> ME3500 Magnetic Drill, 110V	257	Fabricated Steel Bench, approx. 1.9m x 1.05m with <b>JS</b> 4in. machine vice
226	<b>Evolution</b> Magnetic Drill, 110V	258	One Bay Five Tier Steel Stock Rack
227	Three <b>Makita</b> Angle Grinders, 110V	259	Fabricated Steel Frame, approx. 14.8m x 2.2m x 930mm
228	<b>Makita</b> GA9040S Angle Grinder, 110V	260	Three Welding Screens, each approx. 2.4m wide
229	<b>Makita</b> GA9040S Angle Grinder, 110V	261	Fabricated Steel Frame, approx. 14.8m x 2.2m x 930mm
230	<b>Makita</b> GA9040S Angle Grinder, 110V	262	Two Fabricated Steel RSJ Trestles, each approx. 2.7m wide
231	<b>Makita</b> HP2050F Drill	263	Assorted Steelwork, including box section and RSJs, RSJs up to approx. 2.55m long
232	<b>Makita</b> Drill, 240V	264	Blank
233	<b>Makita</b> 4300BV Jigsaw, with carry case, 110V	265	Four Fabricated Steel Framework Cross Beams, approx. 2.1m long
234	Fabricated Steel Workbench, approx. 2m x 1.05m, with <b>Paramo</b> 6in. bench vice	266	Assorted Fabricated Steel Framework Cross Beams & RSJs, as set out in one area
235	Steel Framed Table, approx. 1m x 470mm	267	15 Fabricated Steel Framework Cross Beams, up to approx. 2.4m long
236	110V Transformers & Extension Cables, with steel stock rack	268	Five Fabricated Steel Framework Components, each approx. 2.2m x 1.4m
237	Double Door Steel Cabinet, with welding consumable contents	269	Fabricated Steel Framework Component, approx. 2.2m x 1.6m
238	Three Assorted Steel Trestles, up to approx. 1.2m wide	270	Fabricated Steel Framework, approx. 11m x 2.1m
239	Assorted Fabricated Steel Brackets, as set out on pallet	271	Approx. 20 Fabricated Steel Framework Cross Beams, each approx. 1.8m
240	Steel RSJ Stand, approx. 1.35m x 300mm x 600mm high	272	Two Fabricated Steel Framework Components, each approx. 1.6m
241	Cutting Torch, Hose & Gauge (bottles excluded)	273	17 Fabricated Steel Framework Cross Beams, up to approx. 3.5m
242	Mainly Fabricated Steel Offcuts, as set out in timber crate	274	Four Fabricated Steel Framework Components, approx. 3.15m x 1.4m
243	<b>Sealey</b> HVD30 Industrial Drum Fan, 240V	275	Assorted Steelwork, including circular tubing, angle box section and RSJs, as set out in one area
244	Nine G Clamps	276	Two <b>Euro</b> 1.5 ton Horizontal Clamps
245	Quantity of <b>Carver</b> Clamps	277	1500kg Vertical Clamp
246	Quantity of <b>Bessey</b> Clamps	278	<b>Euro</b> 3 ton Vertical Clamp
247	Steel Workbench, approx. 1.1m x 650mm, with <b>Record</b> no. 6 6in. bench vice	279	Steel Framed Timber Topped Bench, approx. 1.2m x 550mm
248	<b>Optimum</b> Excel Opti SM 300 Double Ended Bench Grinder, serial no. 310 1303, with steel stand	280	Seven Steel RSJs, up to approx. 15m long x 530mm x 200mm, as set out in stack
249	Fabricated Steel Bench, approx. 1.6m x 700mm, with box section and offcuts	281	Ten Steel RSJs, up to approx. 12.7m x 150mm x 150mm, as set out in stack
250	Steel RSJ, approx. 1.7m x 300mm x 600mm high	282	Two Steel RSJs, up to approx. 11m x 15mm x 15mm
251	Cutting Torch, Hose & Gauge (bottle excluded)		
252	Steel Framed Timber Top Bench, approx. 1m x 450mm, with assorted steel box section and brackets		
253	Two Fabricated Steel Stands		
254	<b>Master</b> B350CEA High Pressure Portable Air Heater, serial no. 5321702, 240V		
255	Cutting Torch, Hose & Gauge (bottle excluded)		



Lot	Description	Lot	Description
283	Quantity of Steel RSJs & Box Section, up to approx. 13m x 300mm x 300mm, as set out in one stack	311	Double Door Timber Cabinet, with assorted aerosols and welding wire (excluding tooling)
284	Quantity of Steel RSJs & Box Section, up to approx. 6.1m x 260mm x 100mm, as set out in one stack	312	Steel Framed Lifting Platform, approx. 750mm x 750mm
285	Quantity of Steel RSJs & Box Section, up to approx. 6.7m long, as set out in one stack	313	Wheelbarrow
286	Steel Plate Stand, with assorted steel plates and offcuts	314	Gravity Roller Stand, approx. 440mm wide on roll
287	Fabricated Steel Cutting Bench, approx. 2.05m x 1.2m	315	Gravity Roller Stand, approx. 350mm wide on roll
288	Assorted Steel Offcuts, as set out against wall	316	<b>LFI</b> Seven Rise Alloy Stepladder
289	Steel Framed Cabinet	317	Assorted Steel Offcuts & Framework Components, as set out against wall and in pile
290	Quantity of Steel Tube, as set out against wall	318	Twin Leg Lifting Chain
291	Twin Extending Alloy Ladder		<b><u>STORE ROOM</u></b>
292	Assorted Steel Offcuts, as set out in pile	319	<b>Oxford</b> Arc Welder, 440V
293	Flexible Fume Extraction Ducting	320	Thirty Boxes of <b>ECO</b> Mig Wire, 1.2mm dia., 15kg per box, precision layer type
294	Mesh Steel Walkway & Steel Offcuts, as set out against wall	321	Assorted Alloy Scaffolding Components, including uprights and boards, as set out in room
295	<b>Clarke Air</b> Industrial Fan, 240V	322	Industrial Drum Fan
296	Fabricated Steel Bench, with 5in. machine vice	323	<b>Master</b> B150CED Diesel Space Heater, 240V
297	Assorted Drill Tooling (understood to be for lot 209)	324	<b>Draper</b> DSH160 Diesel Space Heater, 240V
298	<b>Esab</b> LAX380 Mig Welder, with wire feed unit, 440V	325	<b>Clarke</b> BC120E Start Charge Kit
299	Two Steel Stock Racks	326	<b>SWP</b> 1122 Electrode Quiver, 240V
300	Six Drawer Steel Cabinet	327	<b>SWP</b> 1141 Electrode Quiver, 110V
301	Steel Framed Bench, approx. 2.4m x 600mm	328	Two Forks
302	Assorted Steel Offcuts, as set out in one area	329	Steel Framed Bottle Trolley
303	Assorted Steel Offcuts, as set out in one area	330	Steel Cropping Bench Shear
304	Gravity Roller Conveyor, approx. 4m long x 800mm wide on rollers	331	<b>Incro</b> Poweld Petrol Generator
305	Fabricated Steel RSJ Workbench, approx. 3.5m x 400mm x 400mm, with <b>Paramo</b> 6in. bench vice	332	<b>Catchways</b> CE0191 Cable Grip
306	<b>Hotpoint</b> Smart Tech Washing Machine	333	<b>Makita</b> Reciprocating Saw, with carry case, 110V
307	Six Compartment Wooden Stock Bin, with steel stock	334	<b>Makita</b> FS2500 Drill, 110V
308	Assorted RSJs & Steel Components, as set out in one area	335	<b>Rotospeed</b> 230/9 Circular Saw, 110V
309	Contents of Three Steel Cabinets, including welding consumables, cutting disks, anti-spatter spray (excluding tooling)	336	<b>Makita</b> HP1641 Drill, 110V
310	Double Door Steel Cabinet, with assorted welding consumables and tools and two multi-compartment steel cabinets	337	Quantity of Plywood, up to approx. 1.3m x 1.05m, as set out in one stack
		338	Contents of Rack, including circular discs, tool carry cases, welding hose, gauges, roof racks, rope, plastic fuel containers and man hole covers
		339	Single Bay Three Tier Steel Stock Rack, approx. 3.3m x 2.35m x 850mm (contents excluded – reserve removal until contents cleared)

<b>Lot</b>	<b>Description</b>	<b>Lot</b>	<b>Description</b>
	<b><u>OFFICE</u></b>	348	Steel Six Tier Cantilever Framed Rack, approx. 3.2m x 1.9m (contents excluded – reserve removal until contents cleared)
340	Contents of Office Furniture, including two oak laminated pedestal desks, steel framed table, four drawer steel filing cabinet, two fabric upholstered swivel chairs	349	Quantity of Steel, including RSJs and tube, RSJ up to approx. 6.1m long
341	<b>HP</b> Intel Core i3 Personal Computer (hard disk removed), with flat screen monitor, keyboard and mouse	350	Quantity of Timber, as set out in one area
342	<b>Brother</b> Business Smart Series MFC-J5730dw Printer	351	Quantity of Plastic Safety Barriers, as set out in stack
	<b><u>YARD</u></b>	352	Quantity of Steel Stock & RSJs, as set out in one area
343	Quantity of Steel RSJs, Box Section & Tube, box section up to approx. 5.15m long, as set out in stack	353	Quantity of Steel Box Section & Angles, up to approx. 3.9m
344	Quantity of Steel RSJs, as set out in one area, up to approx. 2.2m long	354	Quantity of Timber, as set out in one area (pallet excluded)
345	Quantity of Steel Tube, up to approx. 2.3m long	355	Steel Personnel Lifting Basket, approx. 1.4m x 950mm 1.2m high
346	Quantity of Steel RSJs & Box Section, as set out behind lot 345	356	Steel Stock Rack, with assorted steel stock
347	Assorted Steel RSJ & Box Section, as set out on cantilever framed rack	357	Assorted Steel Angle & Box Section, as set out on cantilever framed rack
		358	Three Tier Cantilever Framed Rack, approx. 2.3m x 1.3m (contents excluded – reserve removal until contents cleared)