



Sale by Online Auction

(Subject to Conditions of Sale, unless otherwise Sold)

On the instructions of the Joint Liquidators of D M Design Bedrooms Ltd

**A RANGE OF CNC AND CONVENTIONAL WOODWORKING AND
STONE CUTTING PLANT AND MACHINERY, BIOMASS BOILER,
FORKIFT TRUCKS, WORKSHOP, OFFICE FURNISHINGS AND
EQUIPMENT**

**At: 1 Deerdykes Place, Westfield Industrial Area, Cumbernauld
G68 9HE, Scotland**

Viewing: Tuesday 14 May 2024, from 10.00am to 4.00pm

Bidding Opens: 10am Monday 13 May 2024

Bidding Closes: From 12 Noon Wednesday 22 May 2024

Eastcroft House, 25 Woodhall Road, Wishaw, ML2 8PY

+44 (0) 1698 386 726

<http://www.asset-valuation-sales.com>

GMG ASSET VALUATION LIMITED - ONLINE AUCTIONS

CONDITIONS OF SALE

IMPORTANT

THE ATTENTION OF ALL USERS IS DRAWN TO THESE CONDITIONS OF SALE.

The auction and related services provided on this Website (the "Service") or (the "Services") are governed by these Conditions of Sale (the "Conditions"). By accessing or using the Services or the Website or by registering as a user you agree that (1) you have read the Conditions, (2) you understand the Conditions, and (3) you are bound by the Conditions in your use of the Services. If you do not agree to the Conditions, you may not access or use the Services. If you do not understand the Conditions, please contact us at GMG Asset Valuation Limited, Eastcroft House, 25 Woodhall Road, Cambusnethan, Wishaw, ML2 8PY.

1. Application of Conditions

- 1.1. In the Conditions the expression "the Agent" means GMG Asset Valuation Limited of Eastcroft House, 25 Woodhall Road, Cambusnethan, Wishaw, ML2 8PY and includes its employees and agents and any person authorised by it to sell any Lot.
- 1.2. These Conditions apply to every Lot offered for sale on the Website whether the Lot includes property fixed or not fixed to land or any other personal property.
- 1.3. Where the Conditions have not previously been accepted by a person making an offer for any Lot the making of an offer shall be deemed to be an acceptance of the Conditions by such person.
- 1.4. If these Conditions are inconsistent with any Special Conditions set out on the Website in relation to a Lot (the "Special Conditions"), the Special Conditions shall apply.
- 1.5. All transactions to which these Conditions apply and all connected matters will be governed by and construed in accordance with the laws of Scotland and all parties concerned submit to the exclusive jurisdiction of the courts of Scotland save that the Agent and the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

2. User Eligibility

- 2.1. The Services are not available to, and may not be used by, persons under the age of 18 years or to suspended users. Persons registering as a business entity represent that they have the authority to bind that entity to the Conditions.

3. User I.D.

- 3.1. Users of the Services must choose a User ID and password on completion of registration. Users are responsible for all actions taken under that User ID and password and shall only use or utilise the Website using their own User ID and password. Users must use every effort to keep their password safe and should not disclose it to any other person. Users shall not transfer or sell their User ID to any other person. Users shall also not permit, either directly or indirectly, any other person to utilise their User ID or password.

4. Bidding on Behalf of Another

- 4.1. Unless the Agent has previously acknowledged in writing that anyone makes an offer as agent on behalf of a named principal, every person making an offer shall be taken to bid on his own behalf as principal.
- 4.2. If the Agent has already acknowledged in writing that anyone makes an offer as agent on behalf of a named principal, that person warrants that he has the authority of his principal to make each offer he makes.

5. Conduct of Sale and Form of Offer

- 5.1. The Agent offers each Lot as agent of the Seller and not as principal unless otherwise stated on the Website.
- 5.2. Any Lot may be subject to a reserve price unless otherwise indicated in the Auction Catalogue.

- 5.3. The Seller or his representative or the Agent on his behalf may bid up to the reserve price on any Lot unless such right is expressly excluded in the Auction Catalogue.
- 5.4. Offers to purchase any Lot must be made on the Website.
- 5.5. Offers may be made for all Lots or for any separate Lot as shown on the Website.
- 5.6. No offer shall impose any conditions or be subject to any qualifications whatsoever.
- 5.7. The Buyer in respect of each Lot shall be the person notified of the Seller's acceptance of his offer by email to him at the email address specified in his offer.
- 5.8. No offers once submitted may be withdrawn.
- 5.9. The Seller may refuse at his sole discretion to accept any offer and shall not be obliged to accept any offer nor the highest offer or offers tendered. The Seller reserves the right to accept the whole or such part of any offer or offers as he may think fit.
- 5.10. Neither the Seller nor the Agent shall be bound by any sub-sale, assignment or split of the purchase contract and the Buyer alone shall be responsible for the discharge of the Purchase Price to the Agent.

6. Agent's Right of Rescission

- 6.1. The Agent has the right to rescind a contract for sale of any Lot, even if it has been paid for and release has been given to the Buyer, if any third party subsequently proves to have a superior title or right to custody or possession of any Lot and upon the contract being rescinded, and if already paid, the return of any deposit or purchase price to the Buyer, neither the Seller nor the Agent shall be under any further liability whatsoever to the Buyer.

7. Purchase Price

- 7.1. The Buyer shall pay to the Agent a deposit of 25 per cent of the Purchase Price in the manner specified by the Agent.
- 7.2. In circumstances where payment of a deposit is offered or required by BACS pursuant to the Special Conditions, the Buyer, by agreeing to these Conditions, irrevocably and unconditionally authorises the Agent to charge the Buyers for the amount of such deposit at any time after the Buyer has been notified, in accordance with these Conditions, that his offer to purchase goods has been accepted.
- 7.3. Within the time specified in Clause 7.5 below, the Buyer shall pay the following sums to the Agent at his office or elsewhere as the Agent may direct in full:
 - 7.3.1. the balance of the Purchase Price of all Lots purchased together with any Buyer's Premiums and VAT due;
 - 7.3.2. the value as summarily determined by the Agent, whose determination shall be final and binding, of all or part of any Lot or of the premises where the Lot is or has been held which has been damaged or destroyed by the Buyer, his servants or employees or his principal or agent;
 - 7.3.3. any storage or interest charges payable by the Buyer under these Conditions;
 - 7.3.4. any deposit required by the Seller or Agent under Clause 8.5.6.
- 7.4. The Agent reserves the right to refuse cheques in payment for Lots purchased.
- 7.5. The time for complying with Clause 7.3 above shall be the time specified in the Special Conditions and in every case time shall be of the essence.
- 7.6. The Agent may, at any time in his sole discretion, grant the Buyer an extension of time for complying with Clause 7.3 above, in which case the Buyer shall pay to the Agent in full, before moving or removing the Lot, interest on any unpaid sums at a rate 4% above Barclays Bank Plc base rate in force from time to time.
- 7.7. Until the Buyer has complied with Clause 7.3 above:-
 - 7.7.1. title to any Lot bought shall not pass to the Buyer;
 - 7.7.2. the Lot shall be at the Buyer's risk from the time of acceptance of the Buyer's offer;

7.7.3. 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 Agent and the Seller.

7.8. On written request by the Buyer, the Agent shall provide a VAT invoice in proper form, if appropriate.

8. Removal of Lot Bought

8.1. The Buyer shall not remove any Lot and title shall not pass in respect of any Lot until the Buyer has paid the sums specified in Clause 7.3 in full for every Lot (including any other Lots purchased through the agency of the Agent) he has bought and any other sums owed by the Buyer to the Agent, unless otherwise agreed in writing between the Buyer and the Agent.

8.2. The Agent reserves the right to retain any Lot until a cheque offered in payment has cleared.

8.3. After paying the sums specified in Clause 8.1 above, the Buyer must remove the Lot bought by the time specified in the Special Conditions and in every case time shall be of the essence.

8.4. The Agent may at any time, in his sole discretion and on terms specified by him, grant the Buyer an extension of the time specified in Clause 8.3 above.

8.5. The Buyer shall comply with all instructions given in respect of such removals contained or referred to in the Special Conditions and:-

8.5.1. shall comply with all current statutory rules and regulations in carrying out such removal;

8.5.2. shall be responsible for detaching any Lot fixed to land and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of the Agent;

8.5.3. must use safe and lawful means to remove any Lot;

8.5.4. shall indemnify the Agent and the Seller against all claims, costs, damages, and legal and other expenses in respect of damage to person or property arising directly or indirectly from the detaching of any Lot or its removal;

8.5.5. shall have insurance in respect of such indemnity and shall on request produce to the Agent a receipt for the last premium due or other sufficient evidence that such insurance has been effected and remains in force;

8.5.6. if required to do so by the Seller or the Agent the Buyer shall deposit with the Agent before the final removal of any Lot or Lots the estimated costs of repairing such damage. Such estimated cost to be fixed by the Seller or the Agent on his behalf whose decision shall be final and binding on the Buyer.

8.6. Where items sold are required to be removed from the Seller's premises, only contractors approved for operation under any Code of Practice in force under current Health and Safety legislation or regulations and recognised by the Seller will be allowed to undertake the removal of a Lot where the removal of such Lot is governed or regulated by any such Code of Practice.

8.7. The Buyer is solely responsible for obtaining any export license that may be required in connection with the removal of any Lot purchased by it.

9. Retention of Title Claims

9.1. If it is established to the satisfaction of the Agent or the Seller, at any time after title in the Lot has passed to the Buyer, that the Lot is subject to a charge, lien, retention of title claim or other encumbrance or that the Seller does not have good unencumbered title thereto then the Agent or the Seller may elect by notice in writing to exclude the asset from the sale whereupon the Buyer shall be deemed to have waived and relinquished such title as it may have acquired to such asset and the same shall not be a ground for rescinding, avoiding or varying any or all of the provisions hereof or for the recovery of any or all of the Purchase Price paid by the Buyer.

9.2. If the title of the Seller to any asset possession of which is allowed to the Buyer is or shall at any time be called into question (whether in any proceedings or otherwise) by any third party or if there shall be any dispute arising out of these Conditions, the Buyer shall allow to the Seller and its servants

authorised agents and invitees access to all assets in question during normal business hours for the purpose of resolving such question.

- 9.3. In respect of any of the assets excluded from these Conditions by the Agent, or the Seller pursuant to clause 9.1, the Buyer undertakes with the Agent and the Seller either:
- 9.3.1. to deliver at his own expense possession of any such asset or assets so excluded forthwith on being required so to do by the Agent or the Seller to such place as the Agent or the Seller shall require; or
 - 9.3.2. to pay to the Agent or the Seller forthwith upon demand a sum equal to the amount agreed or adjudged as between the Seller and the owner or owners of such asset or such other third party having a claim thereto to be recoverable from the Seller by reason of the failure by the Buyer to deliver possession of such asset as provided in clause 9.3.1.
- 9.4. Without prejudice to the generality of the foregoing, the Buyer agrees fully and effectually to indemnify, and keep indemnified, the Seller from and against all claims, losses, proceedings, damages, sums and expenses from time to time paid or payable or incurred or suffered by the Seller in respect of any claims by suppliers for retention of title, without set off counterclaim or any other deduction of any nature.

10. Health and Safety and other Requirements

- 10.1. Neither the Agent nor the Seller makes any representation or warranty that any Lot sold satisfies any health and safety, quality or other standards imposed by statute, rules or regulations, in particular but without limit those relating to plant and machinery, motor vehicles, food, furniture, and electrical equipment and it shall be the Buyer's obligation and responsibility to comply in all respects with such statute, rules and regulations before the Lot sold is consumed used sold supplied or otherwise disposed of to a third party.
- 10.2. Neither the Agent nor the Seller shall be under any liability pursuant to Section 6 of the Health & Safety at Work Act 1974. The Buyer undertakes to carry out all necessary tests and examinations and other works to ensure that insofar as it is reasonably practical any Lot purchased will be safe and without risk to health and safety at all times when it is being set, used, cleaned or maintained by any person at work.
- 10.3. Certain types of plant or main service installations may contain blue and white asbestos, dangerous chemicals, etc. which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Act 1974 or other statute or regulations made thereunder covering the use of such substances in a working environment. It shall be the Buyer's obligation and responsibility to comply in all respects with such statute, rules and regulations before and during removal of any such Lot.
- 10.4. Neither the Agent nor the Seller represents that any Lot sold which comprises furniture or furnishings within the Furniture and Furnishings (Fire & Safety) Regulations 1998 are in a condition which makes them suitable for domestic use. If such Lots are sold or supplied in due course for domestic use, the Buyer shall before selling or supplying them for such use ensure that they comply with the requirements of such regulations.
- 10.5. The Buyer of any Lot which comprises a motor vehicle shall be responsible for complying with all legal requirements as to the construction and use of that vehicle and for obtaining all certificates, permits or other authorisations necessary before that vehicle can be used on any road.
- 10.6. Neither the Agent nor the Seller warrants the accuracy of any recorded mileage on any motor vehicle which is given for information purposes only and must not be relied upon by a Buyer as indicating the actual mileage travelled by the vehicle.
- 10.7. No warranty or representation is given that the hardware, equipment and/or software which constitutes any Lot sold shall be free from viruses, trojan horses, worms, time bombs, cancel bots or other computer programming code or defects which are intended to damage a user system or data, or compromise security, disrupt services, capture passwords or collect or use tools intended to explore, exploit computer systems or network security or vulnerability and any Buyer of such Lot accepts and uses such hardware, equipment and software entirely at his own risk.

- 10.8. The Seller and the Agent are not selling any computer software or data and shall be entitled to have access to any Lot sold which constitutes or incorporates computer software whether before or after removal by the Buyer to his own premises for the purposes of removing the software and deleting all or any data of whatever form or type which may be contained or stored within such software and neither the Seller nor the Agent shall have any liability for any direct or indirect loss or damage to the Lot sold caused by such deletion.
- 10.9. The Buyer shall indemnify the Agent and the Seller (as the case may be) against all claims, costs, damages and legal and other expenses arising directly or indirectly from any breach by the Buyer of his obligations under this Clause 10.

11. Default by the Buyer

- 11.1. If at any time, the Buyer has failed either to pay the sums specified in Clauses 7.1 or 7.3 in full by the expiry of the time specified in Clause 7.5 (or any extension granted under Clause 7.6 above) or to remove any Lot by the time specified in Clause 8.3 above (or any extension granted under Clause 8.4 above) the Agent may rescind the sale of that Lot, and any deposit shall be forfeit and that Lot may be resold.
- 11.2. The Agent shall be entitled to charge interest upon any unpaid balance of the Purchase Price at a rate of 4% above the base rate for the time being of Barclays Bank Plc and to charge the Buyer for all storage charges incurred by the Agent or the Seller arising after the time specified for removal until the Seller elects to rescind the sale, if at all, which election he may make at any time after such non-payment or non-removal as the case may be. Such storage charges to be payable by the Buyer on demand.
- 11.3. If the Agent has rescinded the sale but the Buyer has removed the Lot bought, the Agent shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.
- 11.4. If the Agent has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:-
- 11.4.1. the Purchase Price less the resale Purchase Price;
- 11.4.2. costs of and incidental to resale (including any insurance or storage charges).
- 11.5. In the event that the Buyer has failed to remove any Lot by the time specified in Clause 8.3 above (or any extension granted under Clause 8.4 above) so that the Seller is unable to give vacant possession upon disposing of or relinquishing any interest in the premises from which the Lot should have been removed, the Buyer shall indemnify the Seller against all loss and expenses caused thereby.
- 11.6. If, before title passes to the Buyer under these Conditions, the Buyer nevertheless purports to resell or otherwise dispose of the lot or any interest therein, the Buyer shall hold the proceeds of such sale or other disposition upon trust for the Agent and the Seller jointly until title passes to the Buyer under these Conditions, if at all, and in the meantime the Buyer shall not deal with, charge or dispose of such proceeds except with the written consent of the Seller or of the Agent.

12. Liabilities and Indemnities

- 12.1. Where the Agent conducts a sale on behalf of a Seller who is an Insolvency Practitioner acting as an Office Holder under the Insolvency Act 1986 (as amended) –
- 12.1.1. the Seller shall only act as an agent on behalf of the insolvent company or individual (as the case may be) and shall be under no personal liability whatsoever in respect of the contract for sale of any Lot;
- 12.1.2. the Seller and the Agent on his behalf sell only whatever right, title or interest the insolvent company or individual may have in any Lot.
- 12.2. Save in respect of a sale to which Clause 12.1 above applies, the Seller warrants to the Buyer that the Seller is able to pass good title and if the Seller is not able to do so, the Agent shall use his reasonable endeavours to assist the Buyer at the Buyer's expense in obtaining good title, but the Agent shall not be bound to initiate litigation and shall not be under any other obligation to the Buyer.

- 12.3. The Agent neither has nor professes any expert or other knowledge of any Lot sold and all Lots are sold as seen and where lying with all faults and imperfections and errors of descriptions, age, measurements, weight, quantity or quality and whether material or not and all illustrations and descriptions on the Website are for identification only.
- 12.4. The Buyer shall be deemed to have inspected and approved each Lot he buys and if he buys without previous inspection he shall be deemed to buy with notice of all defects and to have done so at his own risk. Any statement by the Agent as to the Lot is as a statement of opinion only.
- 12.5. Neither the Seller of any Lot nor the Agent, their servants or agents, makes or gives nor has any person in the employment of the Agent any authority to make or give any representation or warranty in relation to any Lot and any express or implied conditions or warranties as to description quality or fitness are to the extent permitted by law excluded.
- 12.6. No Lot is sold as comprising or including any new goods and unless specifically stated otherwise does not include any contents.
- 12.7. No liability shall attach to the Seller or Agent either in contract or in tort for loss, injury or damage and legal or other expenses sustained by the Buyer, his employees, servants, agents, principal or employer or his or their property by reason of:-
 - 12.7.1. any defect in any Lot sold, whether or not such defect be latent or apparent on inspection;
 - 12.7.2. any defect or danger in or on the premises where the Lot is held;
 - 12.7.3. any use or misuse of any of the plant or machinery or equipment present on the premises where the Lot is held, including without limitation, forklifts, travelling gantry cranes and other cranes;
 - 12.7.4. any alleged failure of the Agent to properly advertise the sale or obtain expert advice with regard to any Lot offered for sale;
 - 12.7.5. any act or omission of any person other than the Agent.
- 12.8. In no circumstances shall the Agent be liable to any person who makes any offer for any Lot nor to any agent or employee of such person for any consequential loss or damage howsoever caused.
- 12.9. The Agent does not guarantee continuous, uninterrupted or secure access to the Services, and the operation of the Website may be interfered with by numerous factors outside the Agent's control. The Website and the Services are provided "as is" and as and when available, and to the extent permissible by law in relation to the operation of the Website the Agent excludes all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance.
- 12.10. Each of the Clauses 12.1 to 12.9 and the sub-Clauses therein shall be severable and take effect as separate Clauses and sub-Clauses as the case may be.

13. Breach

- 13.1. Without limiting its other remedies, the Agent may limit a user's activity on the Website, immediately issue a warning, suspend or terminate a user's User ID and refuse to provide the Services to a user without notice: (a) if a user breaches these Conditions or the documents incorporated by reference; (b) if, despite the Agent's reasonable endeavours, the Agent is unable to verify or authenticate any information a user provides to it; or (c) if the Agent believes that a user's actions may cause it financial loss or legal liability.

14. Privacy

- 14.1. The terms of the Agent's Privacy Policy are incorporated by reference into these Conditions. Users are encouraged to periodically review the Privacy Policy posted on the Website at [\[link to privacy policy\]](#).

15. Miscellaneous

- 15.1. The benefit and burden of these Conditions may not be assigned.

- 15.2. If any Clause or any part of any Clause will be held to be unenforceable or invalid such unenforceability or invalidity will not affect the enforceability and validity of the remaining Clauses or the remainder of the relevant Clause.
- 15.3. The headings used in these Conditions are for convenience only and will not affect their interpretation.
- 15.4. In these Conditions “including” will mean “including, without limitation”.
- 15.5. The failure of or delay by the Agent or the Seller in the enforcement or exercise of any right arising under these Conditions will not operate or be deemed to operate as a waiver of the Agent’s or the Seller’s rights under these Conditions except to the extent of any express waiver given to a Buyer in writing. Any such waiver will not affect the ability subsequently to enforce any right arising under these Conditions.
- 15.6. References in these Conditions to the Agent will, where appropriate, include reference to the Agent’s officers, employees and agents. Save as expressly provided in this sub-clause 15.6, nothing in these Conditions will confer or purport to confer on any third party any benefit or the right to enforce any term of these Conditions, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Where these Conditions confer an immunity from, and/or an exclusion or restriction of, the responsibility and/or the Agent’s liability, these Conditions will operate in favour and for the benefit of any of the Agent’s officers, employees or agents, each of whom will be entitled to avail itself of the relevant immunity and/or exclusion and/or restriction within and for the purposes of the Contracts (Rights of Third Parties) Act 1999 and generally at law.
- 15.7. Unless otherwise stated in these Conditions or the Special Conditions, all fees and other charges made by the Agent to a Buyer under these Conditions are exclusive of VAT and VAT will be payable by Buyers on such fees and charges accordingly.
- 15.8. If the Agent is prevented from performing its obligations under these Conditions by circumstances beyond its reasonable control or if performance of its obligations would give rise to a significantly increased financial cost to the Agent, the Agent will not, for so long as such circumstances prevail, be required to perform such obligations.
- 15.9. The copyright in the text of the Website and photographs and illustrations of Lots shown on the Website belongs to the Agent. Users will not reproduce or permit anyone else to reproduce such text, photographs or illustrations without the Agents prior written consent.
- 15.10. In these Conditions unless the context otherwise requires the following words will mean:

Buyer	the person notified pursuant to Clause 5.7 that their offer has been accepted by the Seller;
CHAPS	the Clearing House Automatic Payment Service;
Expenses	means all charges and expenses paid or payable to the Agent pursuant to these Conditions including but not limited to legal expenses, customs duties, packing or shipping costs, taxes, levies, storage charges or costs of collection from you in the event of default plus VAT if applicable;
Lot	a lot offered for sale by way of auction on the Website;
Buyer's Premium	the premium up to 25% of the Purchase Price plus VAT or such other Buyer's Premium as is specified in the Special Conditions;
Purchase Price	in relation to a Lot the aggregate of the price of the successful offer and VAT on the successful offer (if applicable), the Buyer's Premium and VAT on the Buyers Premium, any other sum due pursuant to Clause 6.3 and any Expenses;
Seller	the seller of a Lot;
Website	the website at www.gmgasset-management.com

SPECIAL CONDITIONS OF SALE

Buyer's Premium The purchaser will pay to the Auctioneer a Premium of 15% on the hammer price to which will be added VAT at the applicable rate. The premium is NOT negotiable and is payable by ALL purchasers. The purchaser agrees that the Auctioneer, when acting as agent for the seller, may also receive a commission from the seller.

In addition, a 2.5% bidder / Bidspotter fee applicable.

Value Added Tax All lots will be sold exclusive of Value Added Tax which will be added to purchaser's sale accounts at the standard rate as appropriate (except for the private saloon cars). VAT will be charged to and paid by all purchasers.

Payment & Terms Payment must be TELEGRAPHIC TRANSFER to allow for quick collection of lots. **The balance of any account must be paid BEFORE COLLECTION**

All payments must be made in GBP.

Our Bank Details are:

Santander
Account Number: 10965007
Sort Code: 09-02-22
Account Name: GMG Asset Valuation Ltd Client Funds.

Deposits The Auctioneers reserve the right to collect deposits from purchasers at the time of their first purchase and from time to time throughout the sale as deemed necessary by the Auctioneer.

Motor Vehicles Without prejudice to our Conditions of Sale, sales of motor vehicles, commercial vehicles, motor cycles and trailers (hereinafter called 'vehicles') are subject to the following further conditions:

(a) The Buyer will ensure that the vehicle is not used on any road until:
(i) It has been altered or put into such condition as shall comply with all legal requirements whether under the Road Traffic Acts and regulations made there under or otherwise.
(ii) It has been altered or put into a roadworthy condition where the vehicle is unroadworthy by reason of its construction, weight and equipment, its brakes, steering gear, tyres, lighting equipment, reflectors or any other part.
(iii) It has all valid permits and/or certificates as may be required by law (including but without prejudice to the generality) DOE Test Certificate, Ministry of Transport plating certificate and insurance certificate.

(b) The Odometer reading of the vehicle (if any) is not warranted.

(c) AN IMMEDIATE DEPOSIT OF £500 WILL BE REQUIRED IN THE SALE ROOM FROM THE PURCHASER OF EACH VEHICLE.

Removal NO LOTS WILL BE RELEASED WHILST THE SALE IS IN PROGRESS.

The premises will be open for collection of lots **STRICTLY BY APPOINTMENT PRIOR TO Thursday 30 May 2024 FROM 9.30 AM TO 4.30 PM (Excluding Weekends)**. If no communication has been received or no purchaser or representative of the purchaser has appeared at the premises to remove his lot/lots, by the given dates then the Conditions of Sale shall apply.

FINAL DATE OF REMOVAL IS OF THE ESSENCE.

NO LOTS WILL BE RELEASED WITHOUT THE PRESENTATION OF THE PURCHASERS INVOICE OR RELEASE NOTE WHERE APPROPRIATE.

Reserves Where appropriate and at the Auctioneers discretion, lots may be subject to a reserve.

NOTICES TO PURCHASERS

Viewing As outlined above

**Health
And
Safety**

A. On Site

1. Please note that, as an industrial site, the premises may have hazardous areas and attendees must exercise due caution when walking around.
2. Children under 16 years of age will not be allowed on site.
3. Smoking is prohibited everywhere on site.

B. During Removal

All lots must be removed in accordance with the Conditions of Sale as set out in the catalogue.

C. Use of Equipment

It is expressly brought to the Bidders attention that, at the time of the sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with any Acts or Regulations governing the use of that plant, machinery or equipment. Successful Bidders for any such plant, machinery or equipment are hereby required to ensure that the use of any such at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.

**Value
Added
Tax**

VAT PROCEDURES FOR EXPORT OF GOODS

Deposits procedures

EU Countries

Where goods purchased at auction are to be exported it may be possible for the goods to be sold without adding VAT. If you intend to export goods you must inform the auction staff at the auction of your intention to export who will issue a zero-rated invoice if appropriate. If you are exporting to another EU country, you must provide auction staff with your name, address and EU VAT number. These details will be included on the sales invoice. If you do not have a valid EU VAT number, VAT will be charged at the appropriate rate. All buyers must pay a refundable deposit equal to the amount of VAT that would otherwise be payable. This must be paid prior to the goods being removed. This will be held by us and refunded once we receive satisfactory proof of export. In order for the VAT deposit to be refunded, all goods must be exported and proof of export provided (see below) within 3 months of the date of the auction. If we do not receive suitable evidence of export within this time we will keep the VAT deposit and issue an invoice charging VAT at the appropriate rate. VAT will always be payable on any buyer's premium. Original documents must be provided in order to refund the VAT.

Non-EU Countries

Where goods purchased at auction are to be exported it may be possible for the goods to be sold without adding VAT. If you intend to export goods you must inform the auction staff at the auction of your intention to export who will issue a zero-rated invoice if appropriate. All buyers must pay a refundable deposit equal to the amount of VAT that would otherwise be payable. This must be paid prior to the goods being removed. This will be held by us and refunded once we receive satisfactory proof of export. In order for the VAT deposit to be refunded, all goods must be exported and proof of export provided (see below) within 3 months of the date of the auction. If we do not receive suitable evidence of export within this time we will keep the VAT deposit and issue an invoice charging VAT at the appropriate rate. VAT will always be payable on any buyer's premium. Original documents must be provided in order to refund the VAT.

Proof of export

Evidence must show that the goods you have been supplied with have left the UK. Copies of commercial transport documents and/or official HMRC export evidence alone will not be sufficient although they should still be provided. Information held must identify the date and route of the movement of goods and the mode of transport involved. It should include the following:

Name and address of vendor
Name and address of customer
Description of goods
Value of goods

Date of departure of goods from the auction premises and from the UK.
Name and address of the haulier collecting the goods
Registration number of the vehicle collecting the goods and the name and signature of the driver
and, where the goods are to be taken out of the UK by a different haulier or vehicle, the name and
address of that haulier, that vehicle registration number and a signature for the goods
Route, for example, Channel Tunnel, port of exit
Copy of travel tickets
Name of ferry or shipping company and date of sailing or airway number and airport.
Trailer number (if applicable)
Full container number (if applicable)

Vague descriptions of goods, quantities or values are not acceptable. For instance, "various
electrical goods" must not be used when the correct description is "2000 mobile phones (Make
ABC and Model Number XYZ2000)". An accurate value, for example, £50,000 must be shown and
not excluded or replaced by a lower or higher amount.

If you are not able to provide adequate proof of export within the three-month time limit it may
not be possible for the VAT deposit to be returned.

Catalogue

All lots will be sold subject to the General & Special Conditions of Sale in the front of this Catalogue. Bidders are strongly advised to read them carefully.

Lot No.	Lot Description
1	Donatoni Model Spin 625 5-axis CNC Bridge Machine
2	HOMAG Type KAL 370 Ambition 2474 Edge Banding Machine
3	WEEKE Optimat Type BHC Venture 1M CNC Machining Centre
4	WEEKE Optimat Type BHC Venture 1M CNC Machining Centre
5	HOMAG Optimat Type KAL 210 6/A20/S2 Edge Banding Machine
6	GIBEN Plasmatic CNC Beam Saw
7	GIBEN Plasmatic CNC Beam Saw
8	BRANDT Optimat KTD720 Contour Edge Banding Machine
9	Marmo Meccanica LCV Magnum Edge Polisher
10	Yongda YD-4020 CNC Granite Cutting Machine
11	Yongda 3020 Waterjet CNC Cutting Machine
12	SCM Type Si 350n sliding Panel Saw
13	Gardner Denver Type ESM 11e-7 5A Air Compressor
14	OPUS Motivair Type OP-QFF11-8 Air Compressor
15	Wood Waste Technology Model WW 199 Bio Mass Boiler System complete with UNTHA Shredder
16	Kindermann High Lift Stacker
17	Hyster Electric Forklift Truck Model E3.00XM-847
18	Hyster 2.5 ton Gas Forklift Truck
19	Wadkin Bursgreen Radial Arm Cross Cut Saw
20	BLUM Minipress Vertical Drill
21	BLUM Minipress Vertical Drill
22	Range of Workshop Equipment to Pallet as Lotted
23	Range of Fasteners, hand tools to Pallet as Lotted
24	Assorted Ladder Sets as Lotted
25	Contents of Office as Lotted
26	Contents of Office as Lotted
27	Contents of Office as Lotted
28	Blank Lot
29	Contents of Office as Lotted
30	Contents of Office as Lotted
31	Contents of Office as Lotted
32	Contents of Office as Lotted
33	Kitchen Units/Appliances as Lotted
34	Contents of Training Room as Lotted
35	Contents of Office as Lotted
36	Nuvac Vacuum & Contents of Cleaning Cupboard
37	Contents of Office as Lotted

38	Contents of Office as Lotted
39	Contents of Office as Lotted
40	Contents of Office as Lotted
41	Filling Cabinets as Lotted
42	Xcalibur XC5-5HP 200 Compressor
43	Hercules AFJ2S Forklift Boom
44	GGR Mini Lifter – 500kg
45	5 x Metal Roll Cages as Lotted
46	Kirkland 2 Ton Pallet Truck
47	Kirkland 2 Ton Pallet Truck
48	SGS 2200w 2.8KVA Heavy Duty Portable Generator
49	SGS 2200w 2.8KVA Heavy Duty Portable Generator
50	Rubi Diamant DW-250N Wet Tile Saw
51	Dewalt DW777 Cut-Off Saw
52	Rage 7 ¼ Advan Saw
52	Dewalt DW625E Router
54	2 x Unbranded Routers as Lotted
55	Metabo Power Drill as Lotted
56	3 x Electric Drills as Lotted
57	Extreme 120w Rotary Hammer Drill
58	Erbauer Rotary Hammer Drill
59	Nutool NPT 655 Rotary Hammer Drill
60	Witney 200KG Tipping Skip
61	DTEC 200KG Tipping Skip

END OF SALE