

By order of the Administrators of Conder Allslade Limited and the Directors of Melham Group Limited

## VOORTMAN LASER CUTTING MACHINE, KALTENBACH PROCESSING LINE AND STEEL PROCESSING EQUIPMENT

(Subject to availability)

- Voortman V320-2000 CNC pass through plate processing machine (2017)
- Kaltenbach processing line (2007) comprising:
  - HDM1432 circular saw machine
  - KBS1301DG band saw machine
  - KDX1215 3 head 3 axis drilling machine
  - KC1201 plasma coping machine
  - Gietart GW1500-615 inline shot blasting system and top coating line
- Geka metal workers
- Cevisa CHP-21G bevelling machine
- Automatic saws
- Air compressors
- 30+ ESAB welders and welding equipment
- Peddinghaus Anglemaster cnc angle line
- Two Dennison triaxle trombone extendable trailers
- Nissan 2.5 ton diesel forklift truck
- Office furniture and equipment

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

ONLINE AUCTION:	To bid please go to <a href="http://www.lsh.co.uk/assetadvisory">www.lsh.co.uk/assetadvisory</a> or  <b>BidSpotter.co.uk</b> <small>powered by atgmedia</small>
AT:	Conder Allslade, Limberline Rd, Hilsea, Portsmouth PO3 5JF
ON VIEW:	15 <sup>th</sup> April 2021 and 19 <sup>th</sup> April 2021 by appointment only between 10am and 4pm
BIDDING ENDS:	21 <sup>st</sup> April 2021 from 1pm
CLEARANCE:	26 <sup>th</sup> April 2021 to 7 <sup>th</sup> May 2021 between 9am and 4pm by appointment only
FURTHER INFO:	Harry Cave 02380 249182 <a href="mailto:hcave@lsh.co.uk">hcave@lsh.co.uk</a>
BID ENQUIRIES:	Asset Advisory Accounts 023 8046 1643 <a href="mailto:aaaccounts@lsh.co.uk">aaaccounts@lsh.co.uk</a>
OFFICE ADDRESS:	3rd Floor Enterprise House, Ocean Way, Southampton, Hampshire SO14 3XB

# ONLINE AUCTION

Lambert  
Smith  
Hampton



Voortman V320-2000 CNC



Kaltenbach HDM1432 circular saw



Kaltenbach KBS1301DG band saw



Kaltenbach KDX1215 3 head 3 axis drill



Kaltenbach KC1201 plasma coping machine



Gietart GW1500-615 blasting and top coating line



Geka metal workers



ESAB welders and welding equipment



Dennison trombone extendable trailers

## **NOTICE TO PURCHASERS**

### **VIEWING:**

- The lots may be viewed as follows: **Thu 15th Apr 2021 and Mon 19th Apr 2021 between 10.00am and 4.00pm, Strictly by Appointment Only.** Please e-mail [hcave@lsh.co.uk](mailto:hcave@lsh.co.uk) for a viewing appointment.
- Located at **Conder Allslade, Limberline Rd, Hilsea, Portsmouth PO3 5JF**
- Please bring your own face mask covering to the site.

### **BIDDING ENDS:**

- Bidding will end at: **Wed 21st Apr 2021 from 1.00pm** [subject to the normal 10 min extension] **AT WHICH TIME ALL HIGHEST BIDS WILL BE CONSIDERED.**

### **ACCEPTANCE OF FINAL HIGHEST BIDS – IMPORTANT NOTE:**

- **Acceptance of all final highest bids is subject to approval by our client.**
- Lambert Smith Hampton reserves the right to reject any bids which they feel does not reflect reasonable value
- Successful bidders will be notified by email by **4pm on 22<sup>nd</sup> Apr 2021**

### **INSTRUCTIONS FOR BIDDING:**

- Access for bidding can be obtained through our website [www.lshmachinerysales.co.uk](http://www.lshmachinerysales.co.uk)
- Full details including valid email address must be provided in order to receive approval for bidding
- In the event of a bid being received within 10 minutes of the scheduled closing time, the bidding period on that lot will automatically extend by a further 10 minutes and for a further 10mins for any bid received thereafter.
- Staggered end times have been applied to the lots in this sale. Please check the lot you are bidding on for the end time.
- **MAXIMUM BIDS:** If more than one maximum bid is placed of the same amount, the maximum bid placed first will be considered the highest bid and a further bid will need to be placed to take the lead. Bidders are notified by an automated message which appears on their screen
- **IMPORTANT:** When bidding, do not forget to **'REFRESH'** your screen to ensure you are aware of current bids.
- **MAILING:** All approved bidders will automatically have their details placed on our database for notification of futures sales undertaken by Lambert Smith Hampton only. In the event that you wish to have your details excluded from our database, please use the 'unsubscribe' feature within our website (as above) alternatively please notify our Sales Administration Team [aaaccounts@lsh.co.uk](mailto:aaaccounts@lsh.co.uk)

### **BUYERS PREMIUM:**

- The purchaser will pay a buyers premium of **16%** plus VAT, which will be charged on all lots.
- The premium is not negotiable and will be paid by all buyers

### **PAYMENT TERMS:**

- All purchases are to be paid in full, no later than **4pm on 26<sup>th</sup> April 2021**
- All queries regarding payment should be directed to our Sales Accounts team, [aaaccounts@lsh.co.uk](mailto:aaaccounts@lsh.co.uk)
- Please note that we do not have the facility to accept debit or credit card payments (the details required when signing up are for name and address validation purposes only).

Please refer to the page headed **"PAYMENT DETAILS"** for acceptable methods of payment

**PURCHASERS WHO MAKE OVER THE COUNTER PAYMENTS AT THE BANK WILL HAVE THEIR COLLECTION STALLED UNTIL THE BANK HAVE CONFIRMED IT IS A LEGITIMATE CASH PAYMENT.**

### **VALUE ADDED TAX:**

- Purchasers will be charged Value Added Tax on all lots, where applicable, at the current rates

### **DEPOSITS:**

- Purchasers are required to pay a deposit on lots which will cause damage or leave a hole in the fabric of the building after removal. These lots will be specified in the sale catalogue. The deposit will be returned once the purchaser has made good in a satisfactory manner.

### **RISK:**

- The bidder / buyer is at risk once the buyer is notified of his successful purchases and is strongly advised to effect insurance at once, irrespective of whether title has passed. Title does not pass to the purchaser until payment has been received in full.

**RECORDED "USEAGE" READINGS:** The hour and odometer readings on machinery and vehicles in this sale cannot be warranted and should not be relied upon.

**COMPUTER SOFTWARE:** Due to the Data Protection Act, all software and data will be removed from computers prior to selling.

### **CLEARANCE TERMS AND ARRANGEMENTS**

- All lots must be removed by **7<sup>th</sup> May 2021. No further access will be available after this time.**
- The premises will be open from **Mon 26th Apr 2021 to Fri 7th May 2021 (excluding weekends and bank holidays) between 9.00am and 4.00pm.**
- Please note there are no loading / lifting facilities available on site. The purchaser must arrange this.
- Please ensure you bring the required tools and manpower and arrive on site in sufficient time to allow for the safe dismantling and loading of your lots before the site closes.
- Lambert Smith Hampton does not undertake packaging, postage, delivery or shipment of goods and the bidder must make his own arrangements to comply with the clearance terms

- Clearance of all lots must be undertaken in accordance with Health & Safety at Work Regulations and, where necessary, Construction Design and Management Regulations 1994.
- **Risk Assessments and Method Statements (RAMS):** If you purchase a lot that requires RAMS to be completed please be aware that you will not be permitted access to site to commence collection of ANY of your lots until the required RAMS has been completed and reviewed by an LSH representative. If you need access to site during the collection period to review equipment for RAMS purposes, or have any further questions please contact (**Harry Cave [hcave@lsh.co.uk](mailto:hcave@lsh.co.uk)**)
- Lambert Smith Hampton reserve the right to stop clearance if in their opinion, they believe it is being carried out in an unsafe manner or without the Method Statement and Risk Assessment.
- The purchaser should ensure that their contractors hold sufficient public liability insurance, copies of which should be made available to Lambert Smith Hampton if demanded.
- Any fluids remaining in any lots purchased MUST be removed from site in conformity with the Control of Substances Hazardous to Health (COSHH) Regulations.

### **CONDITIONS OF SALE**

All lots will be sold subject to the Conditions of Sale as printed on the catalogue cover. Bidders are strongly advised to read them carefully.

### **TRANSFER OF LOTS:**

Lambert Smith Hampton will only accept payment from and permit removal of lots purchased by the successful purchaser or their duly appointed agent.

### **OVERSEAS PURCHASERS:**

Overseas purchasers must, on acceptance of offers, advise of their intentions to export their good immediately and notify our Sales Co-ordinator, Elaine Allan [[eallan@lsh.co.uk](mailto:eallan@lsh.co.uk)]

Overseas purchasers will be required to provide details of :

- (a) Their passport(s)
- (b) One other method confirming their identity, ie drivers licence, name, address, UK agent (if any), telephone and fax numbers.
- (c) Full details of their national bank and their UK corresponding bank.
- (d) Details from their bank confirming method of payment, etc.

Please also ensure that:

- (e) Your country, or the country to which the items are destined, holds no import restrictions on the goods that you wish to purchase.
- (f) The country has no import licence restrictions or a restriction on currency allocation.
- (g) The country has no prolonged inspection procedure, which might cause excessive delay in allowing your goods to be imported.
- (h) You receive a fully descriptive invoice in order that you may arrange payment as soon as possible with our bank.
- (i) You employ a reputable freight-forwarding organisation. Please note that many of the machinery removal companies in this country are not necessarily freight forwarders. We will be pleased to advise accordingly.
- (j) You have read the Conditions of Sale.

#### **Please Note:**

- (a) We will not allow removal of any Lot from the Sale site until our Accounts Department has received notification from our bankers that your payment has been properly cleared in full. Monies must be transferred to ourselves within the time stated in the "Notice to Purchasers"
- (b) If there are any special arrangements that you wish to make with us, you must contact us at least three days before the Sale date.
- (c) Our terms regarding payment of VAT and subsequent refunds.

### **VAT on Goods Destined for Export:**

All purchasers intending to export their purchases will be charged a deposit equal to that of the VAT due on each lot purchased and the Buyer's Premium.

In order to qualify for a refund, the goods must be exported in accordance with regulations under "Indirect Export" and valid evidence of export received by Lambert Smith Hampton within one month of the date of export. Where satisfactory evidence is not provided, goods and services will be subject to UK VAT at the standard rate and the deposit will not be refunded.

Please ensure that the cashier has been notified of your intentions to export prior to removal of goods.

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

If you intend to export your purchases using your own transport (either by sea, rail or air), then VAT will be levied and refunded upon receipt of satisfactory documentation, supporting removal of the goods purchased.

Lambert Smith Hampton reserve the right to refuse to accept the bid of any bidder should they be unable to satisfy Lambert Smith Hampton on any of the above.

## **PAYMENT DETAILS**

- ◆ Purchasers should note that **GOODS MAY ONLY BE REMOVED FROM SITE UPON RECEIPT OF PAYMENT IN FULL IN CLEARED FUNDS**

- ◆ For the avoidance of doubt, CLEARED FUNDS is:

Telegraphic Transfer / BACS [see note 2]

**Credit / Debit cards / Cheques, Cash, Bankers Drafts **CANNOT** be accepted**

**PURCHASERS WHO MAKE OVER THE COUNTER PAYMENTS AT THE BANK WILL HAVE THEIR COLLECTION STALLED UNTIL THE BANK HAVE CONFIRMED IT IS A LEGITIMATE CASH PAYMENT.**

<b>(2) Telegraphic Transfers / BACS payments</b>	<p>Purchasers who wish to make direct payments into our bank account can obtain bank details from the office following notification of successful bids. Please note timescales for payment, as follows</p> <ul style="list-style-type: none"><li>◆ Telegraphic payments : up to 24hrs</li><li>◆ BACS payments : 3 day</li></ul> <p>Payments direct into our bank account will not be accepted by any other method. For the avoidance of doubt over the counter credits are not an acceptable method of payment and is in breach of Lambert Smith Hampton payment terms particularly those that relate to the Money Laundering Act 2017</p>
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## **MONEY LAUNDERING REGULATIONS**

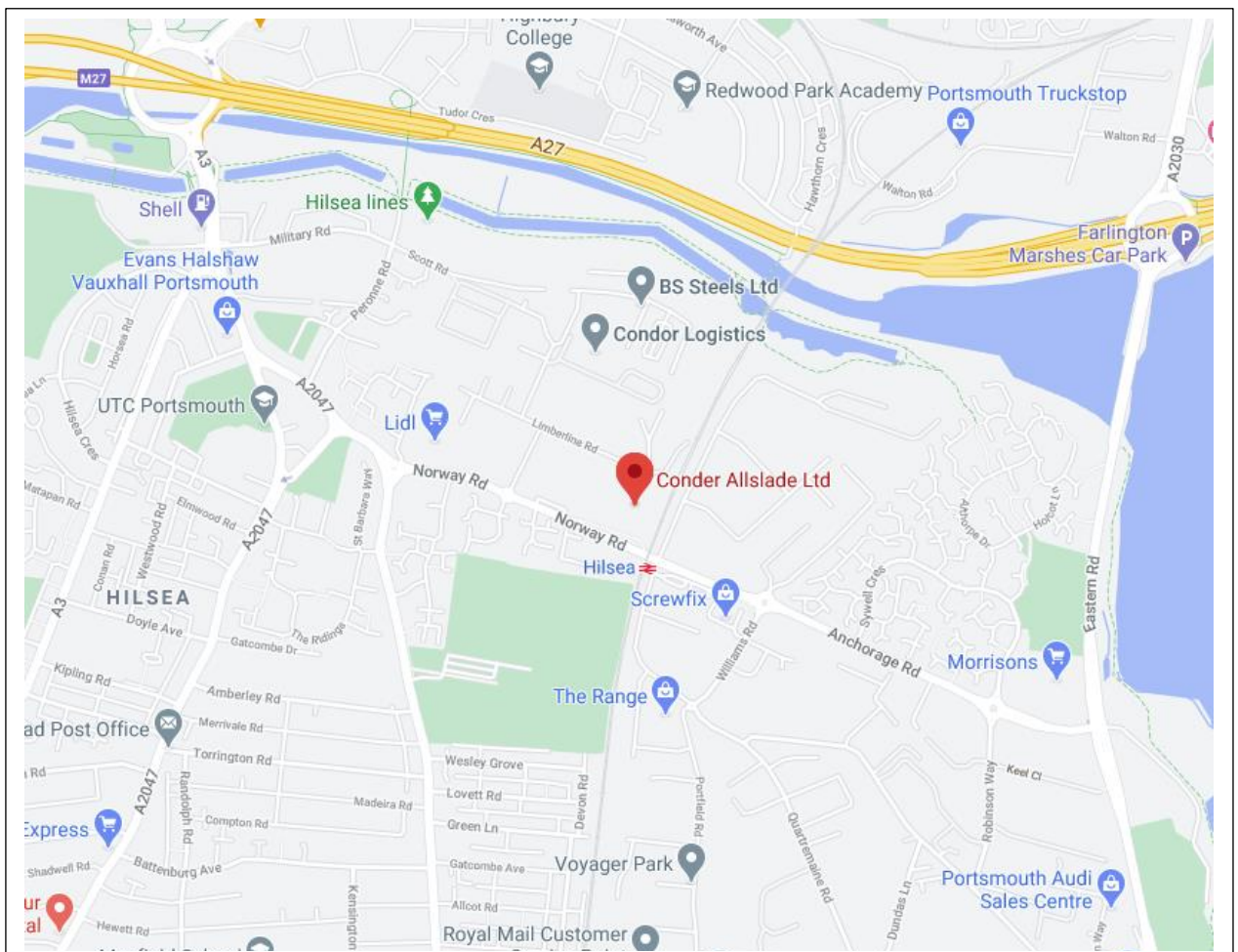
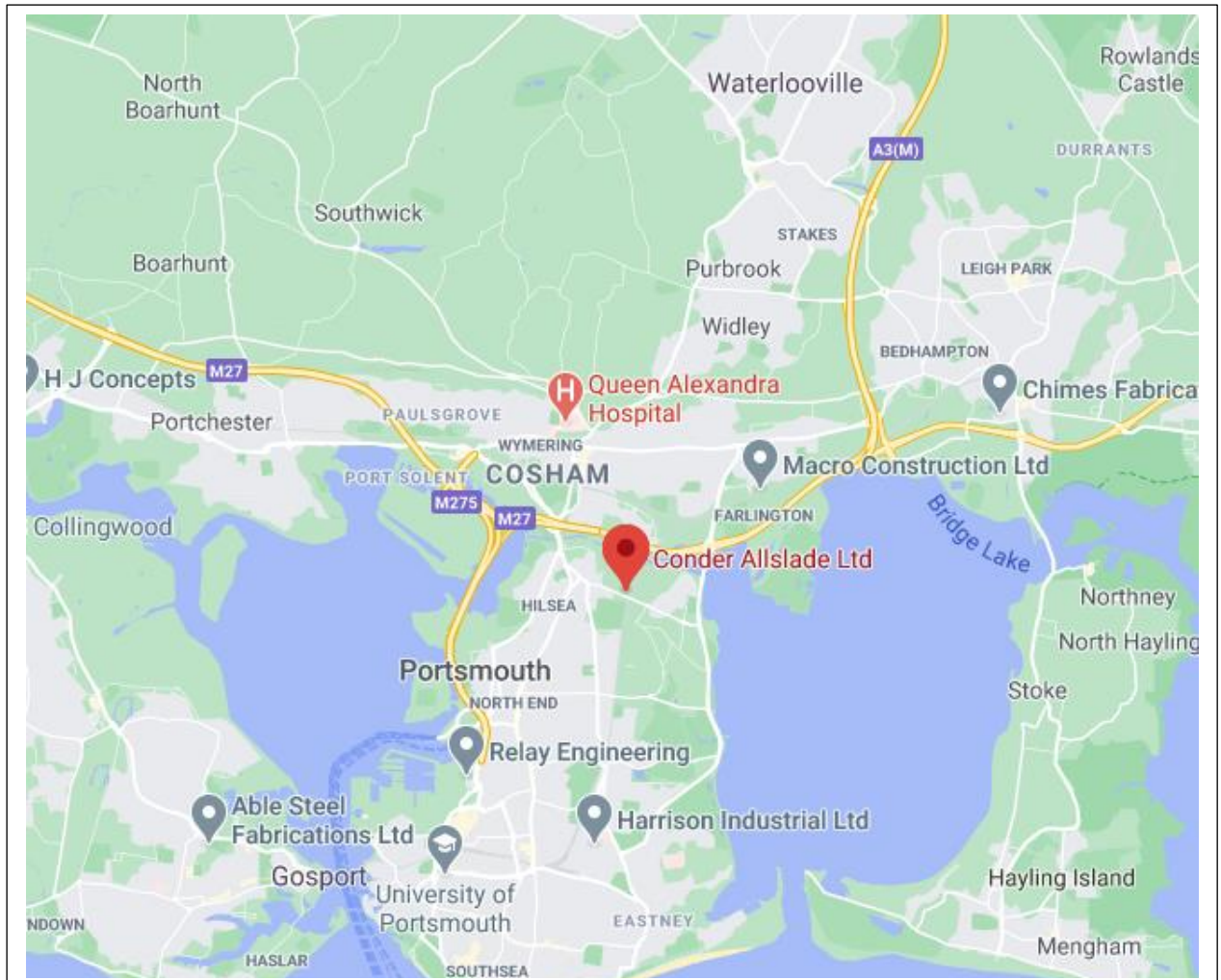
Services provided by Lambert Smith Hampton in relation to the sale of assets fall under the Proceeds of Crime Act 2002. Accordingly we have put in place policies and procedures which are designed to prevent, forestall and identify acts of money laundering.

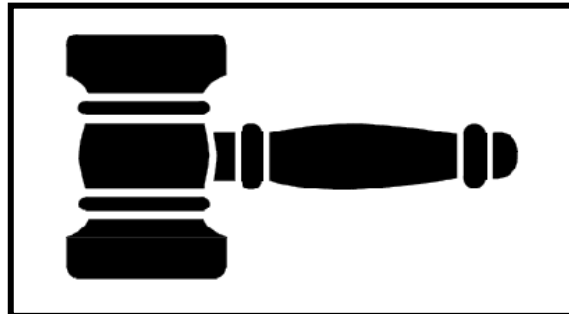
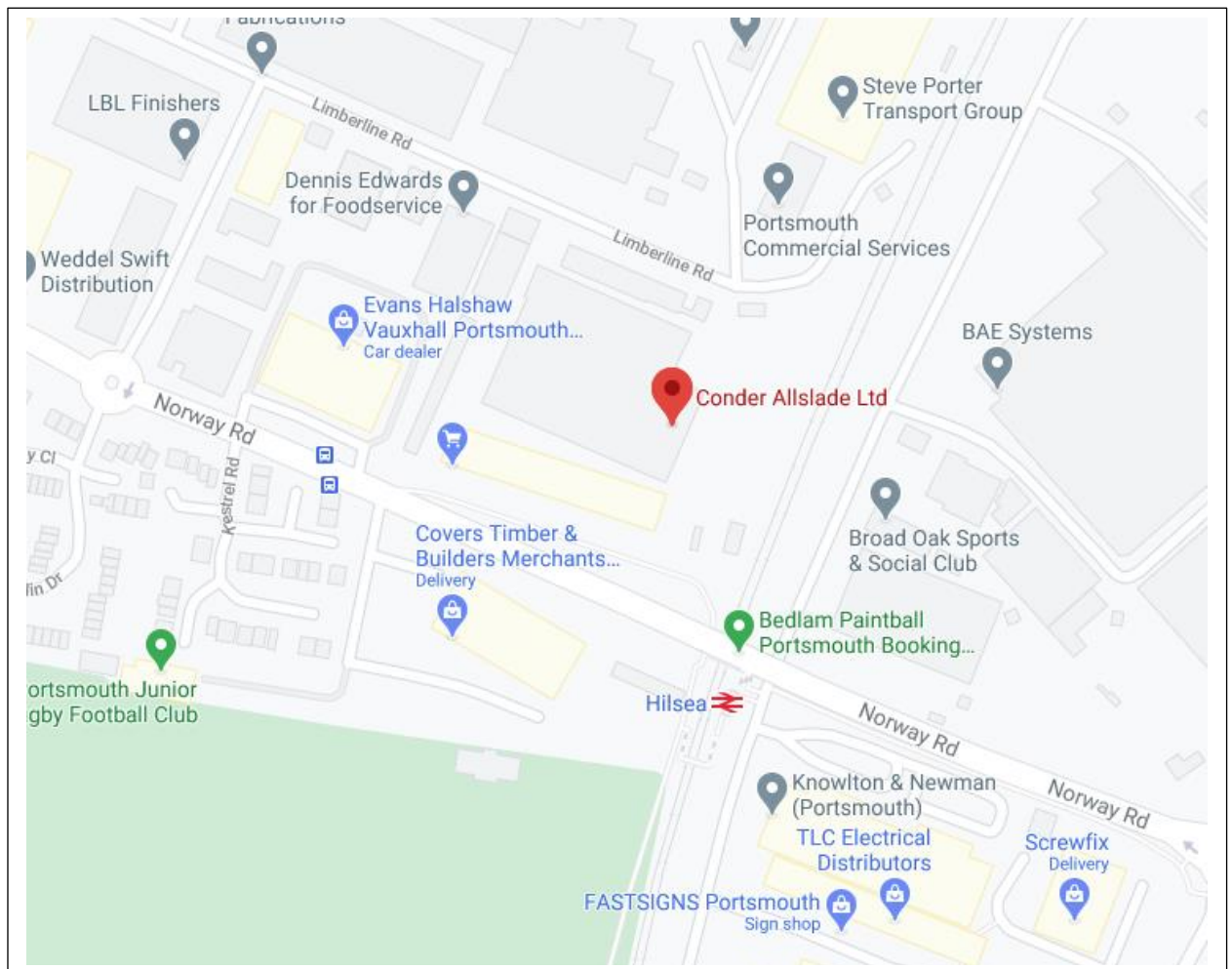
Lambert Smith Hampton will not accept transactions in cash which exceed £7,000 under any circumstances and Lambert Smith Hampton will take any action necessary to ensure that it does not contravene its obligations under the Money Laundering Regulations 2017. In the event that a purchaser entering into a business relationship with Lambert Smith Hampton, knowingly or unwittingly fails to comply with our policy Lambert Smith Hampton will have no choice than to treat this as a breach of the regulations. Where necessary ID will be sought by the company and consider a report to NCIS (National Criminal Intelligence Service)

**Should you have any queries on the above, please contact  
our AA Accounts Team on +44(0)2380 461643**



**Conder Allslade, Limberline Rd, Hilsea, Portsmouth, Hampshire, PO3 5JF**





**NOTICE**

**ALL LOTS IN THIS  
SALE ARE SUBJECT  
TO A BUYERS  
PREMIUM OF 16%  
PLUS V.A.T AT THE  
PREVAILING RATE**

Lot No.	Description
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1	<p>Kaltenbach HDM1432 mitre circular sawing machine, Year: 2007 with SP-L hard marking unit, L220 NC length measuring system, and T13 transport in and out feed. In feed comprises six drag chain cross feeds and powered roller conveyor in feed for materials 2.2 – 18.5m in length. Out feed comprises seven drag chain cross feeds and a powered out feed for materials 1.2 – 18.5m in length.</p> <p>Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot.</p> <p>Please note: Acceptance of the final highest bid on this lot is subject client approval and to the cumulative total for lots 1 to 6 being higher than the final highest bid on the all-inclusive lot 7. (Please note the all-inclusive lot will close from 2.00pm to allow bidders on lot 7 the opportunity to review the cumulative final bids for lots 1 to 6).</p>
2	<p>Kaltenbach KBS1301DG mitre band saw machine, Year: 2007 with SP-L hard marking unit, L220 NC length measuring system, and T13 transport in and out feed. In feed comprises six drag chain cross feeds and powered roller conveyor in feed for materials 2.2 – 18.5m in length. Out feed comprises seven drag chain cross feeds and a powered out feed for materials 1.2 – 18.5m in length.</p> <p>Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot.</p> <p>Please note: Acceptance of the final highest bid on this lot is subject client approval and to the cumulative total for lots 1 to 6 being higher than the final highest bid on the all-inclusive lot 7. (Please note the all-inclusive lot will close from 2.00pm to allow bidders on lot 7 the opportunity to review the cumulative final bids for lots 1 to 6).</p>
3	<p>Kaltenbach KDX1215 3 head 3 axis drilling machine no. 302796, each head with 5 tool magazine, Year: 2007, with SP-L hard marking unit, SP1200 swarf conveyor, LD 270 NC length measuring system and T13 transport in and out feed. In feed comprises six drag chain cross feeds and powered roller conveyor for material 2.2 - 18.5m in length. Out feed comprises seven drag chain cross feeds and a powered out feed for materials 2.2 - 18.5m in length.</p> <p>Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot.</p> <p>Please note: Acceptance of the final highest bid on this lot is subject client approval and to the cumulative total for lots 1 to 6 being higher than the final highest bid on the all-inclusive lot 7. (Please note the all-inclusive lot will close from 2.00pm to allow bidders on lot 7 the opportunity to review the cumulative final bids for lots 1 to 6).</p>

**Conder Allslade Ltd and Melham Group Ltd**  
**Bidding Ends: Wednesday 21<sup>st</sup> April 2021 from 1.00pm**



Lot No.	Description
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4	<p>Kaltenbach KC1201 plasma coping machine with HyPerformance Plasma HPH260 plasma system and Kuka KRC2 robotic arm, Year: 2007 (not in use and advised requires software update) with Donaldson dust clearing extraction, M 158 G-NC pusher type length measuring system and T13 transport in and out feed. In feed comprises six drag chain cross feeds and powered roller conveyor in feed for materials 2.2 – 18.5m in length. Out feed comprises six drag chain cross feeds and a powered out feed.</p> <p>Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot.</p> <p>Please note: Acceptance of the final highest bid on this lot is subject client approval and to the cumulative total for lots 1 to 6 being higher than the final highest bid on the all-inclusive lot 7. (Please note the all-inclusive lot will close from 2.00pm to allow bidders on lot 7 the opportunity to review the cumulative final bids for lots 1 to 6).</p>
5	<p>Gietart GW1500-615 inline shot blasting system and top coating line, no. 11183, Year: 2007. In feed comprises six drag chain cross feeds and powered roller conveyor Out feed comprises six drag chain cross feeds and a powered out feed.</p> <p>Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot.</p> <p>Please note: Acceptance of the final highest bid on this lot is subject client approval and to the cumulative total for lots 1 to 6 being higher than the final highest bid on the all-inclusive lot 7. (Please note the all-inclusive lot will close from 2.00pm to allow bidders on lot 7 the opportunity to review the cumulative final bids for lots 1 to 6).</p>
6	<p>Powered stock transfer system, control stations and bridges. Sold as parts if not sold as part of lot 7.</p> <p>Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot.</p> <p>Please note: Acceptance of the final highest bid on this lot is subject client approval and to the cumulative total for lots 1 to 6 being higher than the final highest bid on the all-inclusive lot 7. (Please note the all-inclusive lot will close from 2.00pm to allow bidders on lot 7 the opportunity to review the cumulative final bids for lots 1 to 6).</p>
7	<p>The all inclusive Kaltenbach metal processing line collective lot, lots 1 to 6.</p> <p>Please note: Acceptance of the final highest bid on this lot is subject to it being higher than the cumulative total highest bids on the individual lots 1 to 6. Please note this all-inclusive lot will close from 2.00pm to allow bidders on lot 7 the opportunity to monitor the cumulative highest bids for lots 1 to 6. If you wish to bid on this lot YOU MUST CONTACT the Auctions Administration team on 02380 461643 NO LATER THAN 10.00am on the morning of the sale (21nd April 2021) as special arrangements need to be put in place.</p> <p>Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot).</p>
8	<p>Voortman V320-2000 CNC pass through plate processing machine with HyPerformance Plasma HPR400 plasma system, Year: 2017, Project No. 104357, Out feed table circa 3m, in feed table circa 8m, Donaldson fume extraction, SICK light guards.</p> <p>Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot.</p>

**Conder Allslade Ltd and Melham Group Ltd**  
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Lot No.	Description
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9	Peddinghaus Anglemaster cnc angle line, Model AFPS043-0, Year: 2005, No. 47070-SO, 75 ton punch, 230 ton shear, circa 10m in feed table and 3m roller outfeed. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
10	Geka 165/E-500 metal worker, Year: 1995, No. 719. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
11	Geka Hydracrop 80 metal worker, Year: 2008, No. 15949. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
12	Cevisa CHP-21G bevelling machine no. 2210, Year 2008
13	Multiform CF-450M semi-automatic saw. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
14	Imet BS300 Plus GH horizontal automatic saw no. 073053008, Year: 2007. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
15	TEC paint plant (not in use and incomplete), Project No. 07.141, Year: 2007 including: Heating unit, Type LK2500 airless auto spray, Drying tunnel, Out feed system. In feed lotted separately. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
16	Stock transfer conveyor system and in feed for the paint line (sold as parts due to switchboard being lotted separately). Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
17	Fan Engineering extraction fan units and associated ducting to the wall. Please note a £500 deposit will be charge to the buyer and returned on satisfactory sealing of the holes in the fabric of the building. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
18	Eighteen Movex fume extraction arms and associated ducting
19	Paint spray extraction plant. Please note a £500 deposit will be charge to the buyer and returned on satisfactory sealing of the holes in the fabric of the building. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
20	HPC Kaeser SK25 ABT25 Sigma 16 bar rotary screw compressor no. 1.8109.4, Year: 2017. To be retained by the auctioneer until the removal of lot 8. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
21	Fiac Airblock 30 7.5 bar packaged screw compressor, Year: 2007, No. BG1027131. To be retained by the auctioneer until removal of lot 4. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot

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Lot No.	Description
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22	Fiac CRS 10 DS10/AC rotary screw air compressor no. 070003573, with vertical air receiver. To be retained by the auctioneer until removal of lot 4. Please note a Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot
23	Witt KM100-3ME Pv-Du gas mixer no. 942691, Year: 2017
25	Brierley tool grinder
26	Brierley tool grinder
27	Imet circular saw
28	Multiform BSH 20-150 belt grinder
29	Press and Shear machinery bender
30	Draper pillar drill
31	Five 52.5 inch circular saw blades
35	Dennison triaxle trombone extendable 45 ft trailer, air suspension, Year: 2016, Vin: UN4EF25PBDN049132, Fleet No. AT26,
36	Dennison triaxle trombone extendable 45 ft trailer, air suspension, Year: 2013, Vin: UN4EF25PBDN041567, Fleet No. AT25
37	Montracon trailer 45 ft, VIN SMRF3AXX7NO24955 YOM: 2007
38	Nissan 2.5 ton diesel forklift truck, Year: 2007 (rebuild), No. Y1D2E700027, twin 2.4m closed side shift mast, approx. 4,100 hours, LOLER certification: TBC
91	Cyclomatic PowCon 550 SMP welder, no. 5P2 95357
92	ESAB LUA 400 tig/mig/stick welder
93	A reel of seamless flux cored wire
94	Various electrodes
95	Three torches, a guage and a quantity of piping
96	A quantity of chalk markers
97	Two bottles of broaching oil
98	Parweld XTS 901 water recirculation system
99	Assorted welding supplies
100	Esab Origo Mig 510w mig/mag welder s/n 627-728-3169 with an Esab Feed 304w wire feeder s/n 620-726-9322
101	Esab Origo Mig 510w mig/mag welder s/n 627-809-3919 with an Esab Feed 304w wire feeder s/n 620-727-9779
102	Esab Origo Mig 510w mig/mag welder s/n 627-809-3922 with an Esab Feed 304w wire feeder
103	Esab Origo Mig 510w mig/mag welder s/n 627-809-3925 with an Esab Feed 304w wire feeder s/n 620-745-5463
104	Esab Origo Mig 510w mig/mag welder s/n 627-728-3178 with an Esab Feed 304w wire feeder s/n 236-630-5463
105	Esab Origo Mig 510w mig/mag welder s/n 627-809-3921 with an Esab Feed 304w wire feeder s/n 620-715-6469
106	Esab Origo Mig 510w mig/mag welder s/n 627-809-3923 with an Esab Feed 304w wire feeder s/n 620-726-9324

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Lot No.	Description
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107	Esab Origo Mig 510w mig/mag welder s/n 627-728-3173 with an Esab Feed 304w wire feeder s/n 620-805-6857
108	Esab Mig 500tw mig welder s/n 215-612-3040 with Esab Feed 304W wire feeder s/n 623-713-6051
109	Esab Mig 500tw mig welder s/n 215-511-1906 with Esab Feed 304W wire feeder s/n 410-428-2567
110	Esab Origo Mig 510w mig/mag welder s/n 627-717-2896 with an Esab Feed 304w wire feeder s/n 620-808-7800
111	Esab Origo Mig 510w mig/mag welder s/n 627-80-3924 with an Esab Feed 304w wire feeder s/n 620-805-6862
112	Esab Origo Mig 510w mig/mag welder s/n 627-724-3012 with an Esab Feed 304w wire feeder s/n 620-805-6864
113	Esab Origo Mig 510w mig/mag welder s/n 627-728-3172 with an Esab Feed 304w wire feeder s/n 620-805-6855
114	Esab Origo Mig 510w mig/mag welder s/n 627-728-3175 with an Esab Feed 304w wire feeder s/n 236-630-5670
115	Esab Mig 500tw mig welder s/n 215-507-1872 with Esab Feed 304W wire feeder s/n 623-845-6258
116	Esab Origo Mig 510w mig/mag welder s/n 627-809-3927 with an Esab Feed 304w wire feeder s/n 845-941-6256
117	Esab Origo Mig 510w mig/mag welder s/n 627-709-2659 with an Esab Feed 304w wire feeder s/n 620-805-6861
118	Esab Origo Mig 510w mig/mag welder s/n 627-747-3619 with an Esab Feed 304w wire feeder s/n 620-805-6858
119	Esab Mig 500tw mig welder s/n 215-436-1420 with Esab Feed 304W wire feeder s/n 502-613-5667
120	Esab Mig 500tw welder s/n 215-433-1360 (advised faulty)
121	Esab Mig 500tw welder s/n 215-612-3044 (advised faulty)
122	Esab Mig 500tw welder s/n 215-436-1415 (advised faulty)
123	Esab Mig 500tw welder s/n 215-413-1060 (advised faulty)
124	Esab Mig 500tw welder s/n 215-604-2857 (advised faulty)
125	ESAB Feed 304w wire feeder s/n 620-805-6860 (advised faulty)
126	ESAB Feed 304w wire feeder s/n 419-432-2670 (advised faulty)
127	ESAB Feed 304w wire feeder s/n 620-703-3771 (advised faulty)
128	Seven reels of ESAB Autrod 12.51 welding wire Un used
129	Seven reels of ESAB Autrod 12.51 welding wire Un used
130	Seven reels of ESAB Autrod 12.51 welding wire Un used
131	Seven reels of ESAB Autrod 12.51 welding wire Un used
132	Seven reels of ESAB Autrod 12.51 welding wire Un used
133	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
134	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
135	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
136	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
137	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer

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Lot No.	Description
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138	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
139	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
140	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
141	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
142	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
143	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
144	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
145	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
145A	Oxy/ Acetylene bottle trolley with set of hoses, gauges and mixer
146	Three single gas bottle trolleys
147	Gas bottle carrier bracket with lifting eye with hoses and gauges
148	Three sets of lifting chains, LOLER certification: TBC
149	Three sets of lifting chains, LOLER certification: TBC
150	Three sets of lifting chains, LOLER certification: TBC
151	Two sets of lifting chains, LOLER certification: TBC
152	Three sets of lifting chains various length, LOLER certification: TBC
153	Three sets of lifting chains, LOLER certification: TBC
154	Three sets of lifting chains, LOLER certification: TBC
155	Three sets of lifting chains, LOLER certification: TBC
156	Six of lifting eyes, LOLER certification: TBC
157	A length of chain, shackles and hooks, LOLER certification: TBC
158	Two of inertia reel fall arrestors with 2 sets of harnesses, LOLER certification: TBC
159	Three sheet lifters and a pulley and chain hoist, LOLER certification: TBC
160	Three sheet lifters, LOLER certification: TBC
161	Three sheet lifters, LOLER certification: TBC
162	Three sheet lifters, LOLER certification: TBC
163	A steel height adjustable roller conveyor 1m long and a steel height adjustable roller conveyor 3m long
165	A steel frame blade carrier with lifting eye, LOLER certification: TBC
166	A steel height adjustable roller conveyor 3m long
167	A steel height adjustable roller conveyor 3m long
168	Master Mover MP50-400 battery operated pedestrian pusher s/n 7124 yom 2009 with MM Microprocessor controlled 24v charger (not in use)
169	Master Mover battery operated pedestrian pusher MM Microprocessor controlled 24v charger
170	Hand lever shear
171	Steel company made site box
172	Steel company made site box
173	Constructors mobile lockable site box (no key)
174	A pallet of Ferrosad low carbon steel shot
175	A pallet of Ferrosad low carbon steel shot
176	Seven pallets of paint, thinner and primer
177	Four truck mounted carts with approx. 100m long 700mm wide track

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Lot No.	Description
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178	Five truck mounted carts with approx. 100m long 700mm wide track
179	Five truck mounted carts with approx. 100m long 700mm wide track
180	Seven welding screens
181	Seven welding screens
182	Seven welding screens
183	Seven welding screens
184	Seven welding screens
185	Seven welding screens
186	Seven welding screens
187	Seven welding screens
188	Seven welding screens
189	Seven welding screens
190	Seven welding screens
191	Thirteen welding screens
192	Thirteen welding screens
193	Tubesca 150kg capacity step platform ladder
194	Tubesca step platform ladder
195	Tubesca 150kg capacity step platform ladder
196	Tubesca 150kg capacity step platform ladder
197	Stepladder
198	Stepladder, open sided
199	Seven tread fiberglass platform stepladder
200	Eleven tread double extendable ladder
201	Seven tread ladder, Little Giantthree tread step ladder and a twelve tread folding ladder
202	Aluminium scaffold tower parts
203	Tipping skip
204	Tipping skip
205	Tipping skip
206	Bike shed
207	Mobile elevated work platform
208	Ausonia can crusher
209	Two paint mixers
210	Titan Hoover
211	Two mobile trollies
212	Two wheel barrows
213	Wheel barrow
214	Wheel barrow
215	Quantity of 1 ton tie top grab bags
216	Transformer
217	Quantity of hand tools
218	Quantity of hand tools
219	Quantity of hand tools
220	Drill bits in two tote bins

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Lot No.	Description
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221	Drill bits in two tote bins
222	Drill bits in two tote bins
223	Drill bits in two tote bins
224	Startmaster battery booster
225	Makita beld sander
226	Hancock cutting machines straight line welder
227	Three drills
228	Drill and angle grinder
229	Number stamps
230	Quantity of electrical supplies
231	Quantity of engineers squares
232	Quantity of grinding discs and belts
233	Two hearing protection dispensers
234	Quantity of hose
235	Quantity of brush heads
236	Quantity of wide load and trailer signs
237	Quantity of primer
238	Line marking kit
239	First aid cabinet with key
240	Three plastic boxes with tote bins
241	Panda floor cleaner
242	Two ton capacity pallet truck
243	Pallet truck
244	Grab-O-Matic drum handler forklift attachment no. 396, LOLER certification: TBC
245	Masonry paint and sundries
246	Structural steel bolts
247	Box of hard hats
248	Two acrow props
250	Quantity of heat lamps and a warning light
251	Paint can trolley
252	Four paint sprayers
253	Works furniture
254	Assorted parts and maintenance consumables
255	Assorted machine parts and maintenance supplies
256	Assorted bolts and screws
257	Brit clean pressure washer
258	Quantity of nuts, bolts and parts
259	Quantity of boltless racking
260	Quantity of concrete self-tapping bolts in three cans
265	Welding partitioning screens (approx. 70m)
266	Welding partitioning screens (approx. 70m)
267	Welding partitioning screens (approx. 70m)
268	Twenty one steel heavy duty trestles, approx. 7m

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Lot No.	Description
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269	External paint store approx. 4.9m x 2.9m x 2.8m tall
270	External flammables store approx. 2.2m x 4.1m x 2.1m tall
271	20ft container office Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot.
272	Five steel stock racks
273	Four steel stock racks
274	Jackleg office and contents Please note: A Risk Assessment and Method Statement will be required for review and approval prior to the removal of this lot.
275	Twelve 20 litre drums of Hydraulic oil
276	Heavy duty roller conveyor
277	Three trestles and a stock stand
278	Various punch tooling
279	Heavy duty work bench and vice
280	Seventeen canteen chairs
281	Works office furniture comprising four L shaped desks, four pedestals one desk, two 2-door cabinets and seven chairs
282	Approx. 100 meters of safety barrier with gates
283	1.1m x 1.1m safety bund
300	Nikon NE-202 digital theodolite with tripod and measuring rod
301	Nikon NE-202 digital theodolite with tripod and measuring rod
302	Nikon NE-202 digital theodolite with tripod and measuring rod
303	Nikon NT-2D digital theodolite
304	Nikon NT-2D digital theodolite
305	Nikon NT-2D digital theodolite
306	Nikon NT-2A digital theodolite
307	Nikon AP-5 level
308	Nikon AP-5 level
309	Leica RX1250TC data collector
310	Nikon AP-5 level
311	Two measuring sticks and a tripod
312	Oce TDS600/9600 wide format printer/scanner system with off line folder
313	Rolls of paper stock
314	Rexel 415 auto shredder
315	Canon C5535i photocopier
316	Canon Image Runner Advanced 4025i photocopier
317	Panasonic DP-1520P photocopier
318	A HP Z220 computer (Windows 7, Intel i7 processor) and a HP Z230 computer (Intel i7 processor) Please Note: All HDD and SSD removed
319	Three Lenovo ThinkCentre Edge 72 computers (Intel i3 processor) Please Note: All HDD and SSD removed
320	HP ProDesk 400 computer (Windows Pro and Intel i3 processor) Please Note: All HDD and SSD removed

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Lot No.	Description
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321	Two HP Compact Elite 8300 computers (Windows 8 and Intel i3 processor) Please Note: All HDD and SSD removed
322	Two Lenovo ThinkCentre E73 computers (Windows Pro 8 and Intel i3 processor) Please Note: All HDD and SSD removed
323	Two HP Compact Elite 8300 computers (Windows 8 and Intel i3 processor) Please Note: All HDD and SSD removed
324	HP ProDesk 400 computer(Windows 8 and Intel i3 processor) Please Note: All HDD and SSD removed
325	A HP Compact Elite 8200 computer (Windows 7, Intel i5 processor) a Novatec computer (Windows XP) and a Antec computer (Windows XP Professional) Please Note: All HDD and SSD removed
326	Three Dell Precision T1600 computers (Windows 7, Intel Xeon) and a HP Compact DC5800 computer (Windows Vista) Please Note: All HDD and SSD removed
327	Three computers (not in use) Please Note: All HDD and SSD removed
328	Two computers (not in use) Please Note: All HDD and SSD removed
329	Two Dell Optiplex 3050 computers (Intel i5 processor) Please Note: All HDD and SSD removed
330	Dell Vostro 15 5000 Series P62F laptop computer (Intel i5 processor) Please Note: All HDD and SSD removed
331	Lenovo ThinkPad Edge E530 laptop computer, YOM: 2018 (Windows Pro 8, Intel i5 processor) Please Note: All HDD and SSD removed
332	HP 350 G2 laptop computer, no power charger (Windows Pro 8, Intel i5 processor) Please Note: All HDD and SSD removed
333	A HP 6530B laptop computer (Windows Vista, Intel Centrino 2 processor) and a HP Probook 6570B laptop computer (Windows Pro 8 and a Intel i3 processor) Please Note: All HDD and SSD removed
334	Four iiyana computer monitors (3x Prolite E2480HS and 1x X2481HS)
335	Four iiyana Prolite E2480HS computer monitors
336	Four iiyana Prolite X2481HS computer monitors
337	Four iiyana Prolite E2480HS computer monitors
338	Four iiyana Prolite E2480HS computer monitors (one without stand)
339	Three iiyana Prolite E2480HS computer monitors
340	Three iiyana computer monitors (1x Prolite E2480HS, 2x X2481HS)
341	Two Samsung S24D330 computer monitors
342	Three computer monitors (2x LG 24MK400H and a DMG L-2041W)
343	Six computer monitors (4x Benq GW2470, 2x HP Z24i)
344	Six computer monitors (2x Samsung 2033SW, 3x DGM,1x iiyana Prolite X2481HS)
345	HP Color LaserJet Pro M452DN printer
346	HP LaserJet Pro 400 printer
347	HP LaserJet Pro 400 printer and a HP P1006 fax machine
348	A quantity of keyboard and mouse
349	LG 42LG3000 television with wall mount bracket and remote
350	Sony Bravia 32" television with wall bracket and remote

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Lot No.	Description
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351	A quantity of redundant computer equipment comprising: 2x Dell PowerEdge 2800 rack servers, 1x Unbadged tower server, a monitor and a Brother MFC-J6530DW printer. Please Note: All HDD and SSD removed
352	Fourteen Avaya 5402D01A digital IP telephone handsets
353	Fourteen Avaya 5402D01A digital IP telephone handsets
354	Four desktop fans, two floor standing fans, four electric heaters
355	Two electric heaters
356	Two swivel chairs, a 2-door cabinet, a flip chart and a light wood veneer table
357	A light wood veneer table, four chairs and a flip chart
358	Four light wood veneer tables, twelve chairs and a floor standing fan
359	Five chairs, a L shaped desk, a light wood veneer table, 2x pedestals, a 4-drawer filing cabinet and an electric heater
360	A L shaped desk, a light wood veneer table, a 4-drawer filing cabinet, a pedestal and 2x chairs
361	Two L shaped desks, 3x pedestal and a swivel chair
362	Two L shaped desks, 2x pedestals, 2x bookshelves and a swivel chair
363	Two L shaped desks, 2x pedestals, 2x swivel chairs and two radius book shelves
364	Two L shaped desks, 2x pedestals and 2x swivel chairs
365	A L shaped desk, a swivel chair and a pedestal
366	Two L shaped desks, 3x pedestals, a radius shelf unit, 2x book cases, a 4-drawer filing cabinet and 2x chairs
367	A L shaped desk, a table, a pedestal, 4x chairs and a 4-drawer filing cabinet
368	Four L shaped desks, 3x pedestals, 2x book cases, a table, 5x chairs and 6x acoustic dividers
369	Four metal bookcases and a tambour front cabinet
370	Dark wood veneer conference table (approx. 2.4x1.2m), 6x chairs and a table
371	Five double door cabinets
372	Two L shaped desks, five pedestals and three chairs
373	An L shaped desk, 3x pedestals, 2x chairs, a 4-drawer filing cabinet and 2x chairs
374	An L shaped desk, 2x pedestals, 2x tables, 3x chairs and an acoustic divider
375	Three L shaped desks, 2x tables, 3x pedestals, a cabinet (missing door) , three chairs and an acoustic divider
377	Five fabric upholstered meeting chairs
378	Nine roll down front mid height cabinets
379	Two double bay racks, 2x double door cabinets and 3x steel racks
380	Loose and dismantled furniture
381	Office sundries
382	Office sundries
383	Rexel CB350 wire binder with binding combs and covers

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## 1: Conditions

These conditions, together with any 'Special Conditions' or 'Notices to Purchasers', are the only terms and conditions subject to which Lambert Smith Hampton (LSH) (the "Auctioneer") acting as agents for the Vendor (the "Vendor") will contract with buyers (the "Buyer"). Bidding for any lot shall be deemed to be an acceptance of these conditions and any conditions in the Notices to Purchasers. If there is any inconsistency between any of these conditions and anything in the Notices to Purchasers, then those in the Notices to Purchasers shall prevail.

## 2: Inspection and Description

- 2.1 Buyers have a responsibility to make their own inspection and investigation of the lots at the time(s) and at the premises specified, and to satisfy themselves on all matters affecting the lots, and to inspect and satisfy themselves prior to the sale, as to the condition and description of a lot, its fitness and suitability for purpose.
- 2.2 Goods are believed to be correctly described but all goods are sold with faults, imperfections and errors of description.
- 2.3 Neither the Vendor nor the Auctioneers, their servants or agents makes or gives, nor has any person in the employment of the Auctioneers any authority to make or give, any representation or warranty in relation to any lots.

## 3: Limitation of Liability

- 3.1 Neither the Vendor nor the Auctioneers, their servants or agents shall be liable for any loss or damage suffered by the Buyer arising out of or in connection with any defects or deficiencies in any lots purchased, errors of description in the auction catalogue, any mis-statements as to any matter affecting the lots or the failure of the lots to fulfill the functions for which they were intended
- 3.2 The Auctioneer's and the Vendor's total liability for breach of contract or negligence is limited to the Bid Price.
- 3.3 Neither the Auctioneers nor the Vendor shall be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise) incurred by the Buyer whatsoever.
- 3.4 Nothing in these conditions excludes or limits the liability of the Auctioneers or Vendor for death or personal injury caused by their negligence or fraudulent misrepresentation.
- 3.5 Nothing in these conditions shall prejudice the statutory rights of a consumer who shall be bound by these conditions only insofar as they are consistent with such statutory rights.

## 4: Conduct of Sale

- 4.1 The Auctioneers reserve the right in their absolute discretion to refuse admission to the premises and grounds to any person.
- 4.2 The conduct of the sale shall be at the Auctioneer's sole discretion and the Auctioneers reserve the right to refuse any bids without giving any reason. If any dispute of whatsoever nature relating to a bid shall arise, such dispute shall be determined by the Auctioneers in their absolute discretion and whose decision shall be final and binding on all parties.
- 4.3 Each bidder must register prior to submitting any bids in Online Sales. The Auctioneer reserves the right to reject any registration at its sole discretion.
- 4.4 The Vendor and the Auctioneers reserve the right to fix a reserve price for any lot.
- 4.5 No bid may be withdrawn after the close of bidding.
- 4.6 The Vendor or the Auctioneers have absolute discretion to withdraw consolidate or divide at any time any lot.
- 4.7 The highest bidder for each lot at the close of bidding shall be the Buyer, subject to approval by the Auctioneers and the Vendor. The Sale Price is exclusive of the buyer's premium and VAT. The highest bid at the close of bidding subject to approval by the Auctioneers and Vendor also marks a conclusion of a contract of sale between the Vendor and the Buyer.
- 4.8 In making a bid for any lots, the Buyer does so as principal. The Buyer will be held personally and solely liable for a bid unless the Auctioneers have previously agreed in writing with the Buyer that the bidder will do so on behalf of an identified third party acceptable to the Auctioneers. In circumstances where the Auctioneers have so agreed, the Buyer and the third party will jointly and severally be liable for all obligations arising from the bid where a third party shall be bound by these conditions by the individual bidding as his agent in the same way as if he were bidding personally.

## 5: Price

The price payable by the Buyer for the purchase of the lots secured shall be the sale price, being the highest bid and accepted by the Auctioneer in accordance with condition plus the buyers premium and any other associated costs (if any) and VAT applicable at the prevailing rate.

## 6: VAT

The price of the goods purchased is exclusive of Value Added Tax (VAT), which where applicable, the Buyer shall be additionally liable to pay to the Auctioneer

## 7: Risk and Title

- 7.1 Insurance: As from the date and time the Buyer is declared, all risks in and relating to the Goods purchased, shall pass to the Buyer and the Buyer is strongly advised to effect insurance for these risks at once. In no circumstances will the Auctioneers or the Vendor be responsible if any Goods or part thereof be lost, stolen, damaged or destroyed after the Buyer is declared.
- 7.2 Title: The Vendor shall only sell such title to the Goods as he may have. Neither the Auctioneers nor the Vendor warrants the Vendor's good title to any of the Goods and if it is found that the Vendor does not have title or unencumbered title to any of the Goods purported to be sold under these conditions the Buyer expressly agrees that it shall have no right either to rescind the contract or to claim damages or a reduction in the consideration paid or payable under the contract.
- 7.3 Title to each of the Goods will not pass until:-
  - (a) all debts owed by the Buyer to the Auctioneers (whether part-paid secured or otherwise) are settled, for the avoidance of doubt the debts shall not be settled until (where payment or part payment is made by cheque) all cheque(s) in question have been cleared; and
  - (b) such Goods have been removed from the premises at which the sale is held or where the Goods are being stored in their entirety.

## 8: Removal

- 8.1 No lot or part thereof can be removed until payment in cleared funds (cash, approved Bankers Draft, BACS or Chaps) has been made in full or (where any part of the payment was made by cheque) the cheque has cleared in the Auctioneer's account. No lot shall be removed without the authority of the Auctioneer and unless under the supervision of the Auctioneer's servants or agents.
- 8.2 Removal shall take place only up to 5.00 pm and must be completed no later than the dates and times specified and published within the Notice to Purchasers or any date and time specifically declared thereafter, in writing, by the Auctioneer or written authority is obtained from the Auctioneers for clearance after that time.
- 8.3 The Buyer has no right to anything not described in the auction catalogue.
- 8.4 Delivery of lots sold will be made only to the declared Buyer and no transfer of any lot or part of a lot to any other person will be recognised.
- 8.5 Prior to the removal of any lot the Vendor may rescind the contract for the sale of that lot and refund to the Buyer any money paid by the Buyer for the lot should any third party claim title to or possession of any part of the lot.
- 8.6 The Buyer will be responsible for removal of lots at his own expense and must provide his own labour, and equipment.
- 8.7 The Auctioneers require that in pursuit of safe working practice all equipment used for lifting and transportation should be covered by appropriate insurance, safety documentation set out by current Health & Safety legislation at the time and registration documents (in particular, but not limited to, cranes, lifting equipment, tackle and fork lift trucks). Such documentation shall be produced to the Auctioneers and if the Buyer fails to produce such documentation on request for inspection the Auctioneers reserve the right to refuse to release the lot and/or rescind the sale in which event the provisions of condition 8 will apply. Equipment may only be used by operatives who have the valid and appropriate licences to use such equipment
- 8.8 Appropriate Personal Protective Equipment (PPE) must be worn during these activities and due regard paid to safe material handling practices.

## 9: Damage to Premises

The Buyer shall be responsible for the removal of all goods purchased at his own expense and risk and such removal must be carried out safely and lawfully and in accordance with any conditions of sale of which the Buyer is notified. For the avoidance of doubt removal includes where applicable disconnection from the mains electricity supply and the detachment of any lots which are fixed. All electrical installations must be carried out by a Certified electrician and left in a safe condition during and after the removal and the use of explosives or flame cutting equipment or any other potentially hazardous or inflammatory process shall not be permissible on the site without the express written consent of the Auctioneers. The Buyer shall be responsible to insure against and to make good any injury or damage to persons or property caused by the Buyer, their carriers, servants or agents detaching, disconnecting or removing any goods purchased by the Buyer. The Buyer shall produce his insurance documentation to the Auctioneers on request and if the Buyer fails to produce such documentation the Auctioneers reserve the right to refuse to clear the lot and/or rescind the sale. The Buyer shall indemnify the Auctioneers for any damage or loss which the Auctioneers may suffer in respect of loss, damage or injury suffered by the Buyer's agents or employees or any third party arising from the removal. At its discretion the Auctioneers may require the payment of a deposit to the Auctioneers prior to and/or during the removal which will be refunded on the removal being completed to the Auctioneer's satisfaction. If the Buyer refuses to deposit such monies, the Vendor or the Auctioneers may refuse the Buyer access to the premises for the purposes of removing the lot purchased by them and/or rescind the sale in which event the provisions of condition 8 will apply. The Auctioneers reserve the right to stop the removal of a lot by a Buyer, his agents or employees, if it appears to the Auctioneers or its agents or employees that the removal is being carried out in an unsafe or unsatisfactory way.

## 10: Default by Buyer

Upon failure by the Buyer for whatsoever reason:-

- (i) to pay a deposit in full if required under the Conditions of Sale or special notices; or
- (ii) to pay the purchase price in full on the due date; or
- (iii) to provide any documentation required under these conditions; or
- (iv) to remove the goods in a safe or satisfactory way; or
- (v) to remove any lot from the premises on or before the date specified for removal,

The Vendor will be entitled to rescind the contract forthwith without incurring any liabilities to the Buyer and, without prejudice to any claims of the Vendor and/or the Auctioneers against the Buyer arising from breach of contract or otherwise, upon rescission as aforesaid the following provisions apply:

- (a) all monies deposited in part payment will be forfeited and used to pay the Vendor's and/or Auctioneer's expenses referred to in paragraph (d) below;
- (b) if the lots have been removed in breach of these conditions, the Vendor and/or the Auctioneers, their servants or agents may enter the premises of the Buyer to recover such lots;
- (c) lots may be re-sold or otherwise disposed of by the Auctioneers in the manner they feel appropriate at their sole discretion and any deficiency arising upon the resale together with the expenses of it shall be due as a debt from the Buyer in default upon the first sale. The Buyer consents to such a resale on the Auctioneer's conditions of business applicable at the time of resale. Neither the Auctioneers nor the Vendor shall be liable to account to the Buyer in the event of a re-sale at a higher price than the price contracted to be paid by the Buyer. The Buyer waives any claim in such a case that he may have title to the lot and agreed that any re-sale price shall be deemed commercially reasonable;
- (d) the Buyer will be responsible from the specified time for final removal for all losses and expense incurred by the Vendor and/or the Auctioneers including storage, security and removal expenses, the costs of re-selling or disposing of lots and Auctioneer's commission.

## 11: Auctioneer as Agent

The Auctioneers act only as Agents for and on behalf of the Vendor and shall not be held responsible for any action or default on the part of either the Vendor, bidders or the Buyer. Any concluded contract of sale is made directly between the Vendor and the Buyer.

## 12: Accident or Damage

Neither the Auctioneers nor the Vendor will accept any responsibility for any accident, (except for that arising out of its negligence, or the

negligence of its agents or employees, resulting in death or personal injury) howsoever caused to any person which may occur whilst on the Auctioneer's premises, the Vendor's premises or such other premises used to hold the auction or to store the lots before during or after the sale and any person entering the premises does so at his own risk and is deemed to have notice of the condition of the premises and their contents.

## 13: The Consumer Protection Act 1987

No lots are sold as new.

## 14: Health & Safety At Work

It is expressly brought to the Buyer's attention and that of potential buyers, at the time of sale, any item of plant, machinery or equipment contained in the goods may not necessarily comply with the Health and Safety at Work Act 1974; the Environmental Protection Act 1990; Construction Design and Management Regulations 2015 or any other Act of Parliament or regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Buyers of any such plant, machinery or equipment are hereby required to ensure so far as reasonably practicable that such item will be safe and without risk to health and that the use of any such items at a place of work within the EEC & the United Kingdom does not contravene any such Act of Parliament or regulation applicable to such use.

## 15: Dangerous Substances

It is expressly brought to the attention of Buyers (and potential buyers) that certain types of plant or main service installations could contain blue and white asbestos, dangerous chemicals and hazardous waste which if not handled correctly during their removal from the premises could be in breach of the Health and Safety at Work Act 1974, Sections 2-13 Control of Substances Hazardous to Health Regulations 2002 (COSHH) or other current legislation regulating the use of such substances in a working environment. The Buyer shall ensure so far as is reasonably practicable that they comply with the Health and Safety at Work Act 1974, COSHH and other current legislation in connection with the removal, handling and transport of such dangerous substances and or hazardous waste or shall employ a specialist contractor to remove them. The Buyer shall, on request, satisfy the Auctioneers in relation to its removal procedures, and the removal of waste materials must be undertaken by an approved and licensed contractor. The Buyer will indemnify the Vendor, their servants or agents against any loss, damages or expenses suffered by them as a result of the Buyer's or a sub-contractor's failure to comply with this legislation.

## 16: Notices

Any notices or other communications shall be in writing and, if sent by post, shall be deemed to have been received by the addressee on the second working day after posting or, if the addressee is outside the United Kingdom, on the fifth working day after posting. If any written notice is delivered by hand, it shall be treated as having been received at that time. Any notice sent to the Auctioneers shall be sent to the Auctioneer's address as set out in the auction catalogue, or displayed on the auctioneer's web site on the notice specific to that sale. Any notice which the Auctioneers send to the Buyer may be sent to the Buyer's last address known to the Auctioneer.

## 17: Third Party Rights

Save as expressly provided in these conditions, no term of these conditions shall be enforceable under The Contracts (Rights of Third Parties) Act 2001 by a third party.

## 18: Governing Law

These Conditions and any Conditions contained in the Notices to Purchasers, along with all associated transactions and all connected matters shall be governed and construed in accordance with English Law

## 19: Severability

In the event that any provisions of these conditions shall be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.