



On the instructions of the director of Fresh Fruit Distribution Limited

## Commercial Tractor Units, Refrigerated Trailers, Workshop Equipment & Office Furniture

(Subject to Availability)



**ONLINE AUCTION:** To bid please go to [www.lsh.co.uk/mba](http://www.lsh.co.uk/mba) or



**AT:** Brielle Way, Sheerness ME12 1YW

**ON VIEW:** Monday 29<sup>th</sup> June 2020 10am - 4pm

**BIDDING ENDS:** Wednesday 1<sup>st</sup> July 2020 at 12 Noon

**CLEARANCE:** Monday & Tuesday 6<sup>th</sup> & 7<sup>th</sup> July 2020 10am - 4pm

**FURTHER INFO:** Kevin Powell 07976 732244 [kpowell@lsh.co.uk](mailto:kpowell@lsh.co.uk)

**BID ENQUIRIES:** MBA Accounts 023 8046 1643 [mbaaccounts@lsh.co.uk](mailto:mbaaccounts@lsh.co.uk)

**OFFICE ADDRESS:** UK House, 180 Oxford Street, London W1D 1NN

## Contents of Haulage Companies Vehicle Fleet Workshop & Offices (subject to availability)

**Tractor Units:** To include Six DAF XF510 Euro 6 6x2 44,000Kg Artic Tractor Units (5 x 2016 & 1 x 2015), Man TGX 26.440 6x2 44,000Kg Artic Tractor Unit (2013), Two Mercedes Benz Actros 2545 6x2 44,000Kg Artic Tractor Units (2014), Volvo FH460 6x2 44,000 Kg Artic Tractor Unit (2011).

**Vehicles:** To include Peugeot Boxer MWB diesel refrigerated panel van (2016), Ford Transit Connect diesel panel van (2008), Daewoo EXCA S55 tracked excavator (1998), Nissan 1800Kg side shift forklift truck (1998).

**Refrigerated Trailers:** To include Six Schmitz Cargo Bull 14m 39,000Kg triple axle refrigerated trailers (4x 2008 1x 2007 1x 2006), Grays & Adams 14m curtain side 37,000Kg triple axle refrigerated trailer (2007), Two Grays & Adams 14m 37,000Kg triple axle refrigerated trailers (2004 & 2003), Lamberet 14m 38,000Kg triple axle refrigerated trailer (2004).

**Accommodation:** Jack legged Welfare Unit 21' x 9' comprising 3 urinals, 3 toilet cubicles 3 wash basins 2 shower cubicles & changing area, 40' x 19' 2 slice modular building comprising main office side office kitchen and toilet areas, 40' x 8' shipping container, 30' x 10' Jacklegged office c/w scaffold access stairs.

**Workshop Equipment:** To include vehicle parts, racking, new & used lorry tyres, pallet trucks, trolley jack, small tools, Karcher Professional HDS 6/10-4C diesel hot pressure washer, Sealey Air Power 270 litre belt driven air compressor

**Office Furniture & Equipment:** To include Alhua nine camera CCTV system, Adastra CM60B 60W Compact 100V 8ohms Mixer Amp Amplifier & PA Microphone, Mitel telephone system, Fellowes MS-470C shredder, desks, pedestals, chairs, heaters, cabinets, Lenovo, Dell & Acer all in one PC's, steel filing cabinets etc.,



Tractor Units



Daewoo Excavator





Tractor Units



Refrigerated Trailers



Tractor Units & Excavator



Refrigerated Trailers



Tractor Units



Lot 1 DAF 510XF 6x2 Euro 6 tractor unit  
twin berth cab (2016)



Lot 1 DAF 510XF 6x2 Euro 6 tractor unit  
twin berth cab (2016)



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Lot 1 DAF 510XF 6x2 Euro 6 tractor unit  
twin berth cab (2016)





Lot 11 Peugeot Boxer MWB  
refrigerated van



Lot 12 Ford Transit Connect van



Karcher HDS 6/10-4C diesel hot washer



Lot 13 Schmitz 14m triple axle  
refrigerated trailer



Lot 13 Schmitz 14m triple axle  
refrigerated trailer



Lot 13 Schmitz 14m triple axle  
refrigerated trailer



Lot 13 Schmitz 14m triple axle  
refrigerated trailer



Lot 13 Schmitz 14m triple axle refrigerated  
trailer



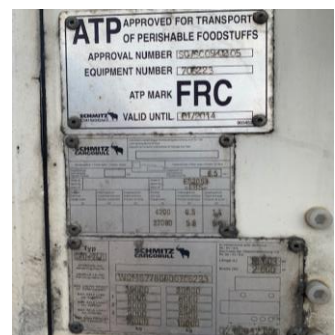
Lot 13 Schmitz 14m triple axle  
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Lot 13 Schmitz 14m triple axle  
refrigerated trailer



Lot 13 Schmitz 14m triple axle  
refrigerated trailer



Lot 13 Schmitz 14m triple axle  
refrigerated trailer



Office Equipment



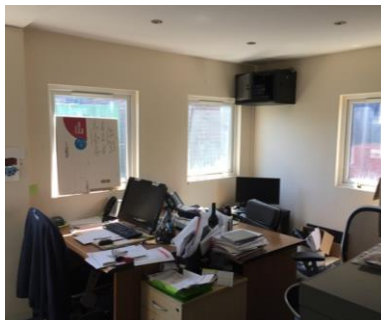
Office Equipment



Office Equipment



Office Equipment



Office Equipment



2 slice modular building



Welfare unit



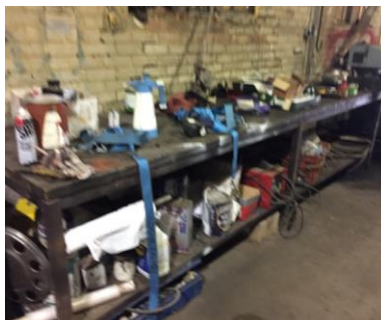
Shipping Container & Cabin



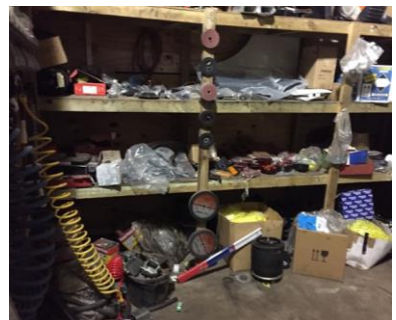
Tyres



Pressure Washer



Workshop Equipment



Parts Stock



## **NOTICE TO PURCHASERS**

### **VIEWING:**

- The lots may be viewed as follows: **Monday 29th June 2020 between 10.00am and 4.00pm**
- **Lots located:** Brielle Way, Sheerness, ME12 1YW

### **BIDDING ENDS:**

- Bidding will end from: **12.00pm (noon) on Wednesday 1<sup>st</sup> July 2020** [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 **5.00pm on Thursday 2<sup>nd</sup> July 2020.**

### **INSTRUCTIONS FOR BIDDING:**

- Access for bidding can be obtained through our website [www.lsh.co.uk/mba](http://www.lsh.co.uk/mba)
- 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 [mbaaccounts@lsh.co.uk](mailto:mbaaccounts@lsh.co.uk)

### **BUYERS PREMIUM:**

- The purchaser will pay a buyers premium of **10%** 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 **5.00pm on Monday 6<sup>th</sup> July 2020.**
- All queries regarding payment should be directed to our Sales Accounts team, [mbaaccounts@lsh.co.uk](mailto:mbaaccounts@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 note that NO CASH will be accepted on site for this sale. Bank Transfers 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 **between Monday 6<sup>th</sup> and Tuesday 7<sup>th</sup> July 2020 between 10.00am and 4.00pm only.**
- Please note there will be no lifting/loading 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 2015.
- **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 **Kevin Powell**, [kpowell@lsh.co.uk](mailto:kpowell@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 [[mbaaccounts@lsh.co.uk](mailto:mbaaccounts@lsh.co.uk)]

Overseas purchasers will be required to provide details of :

- (a) Their passport(s)
- (b) One other method confirming their identity, i.e. 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.

International Bank Charges: Please note LSH will look to recover charges incurred on the transfer of the VAT deposit 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, MBA Accounts, 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.

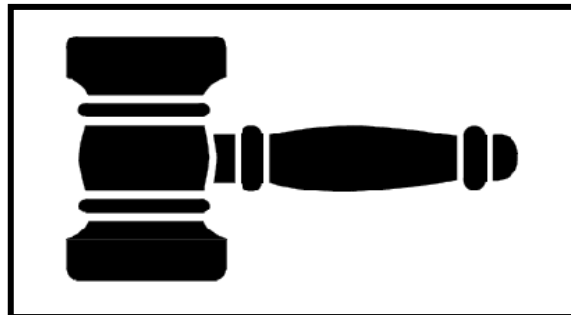
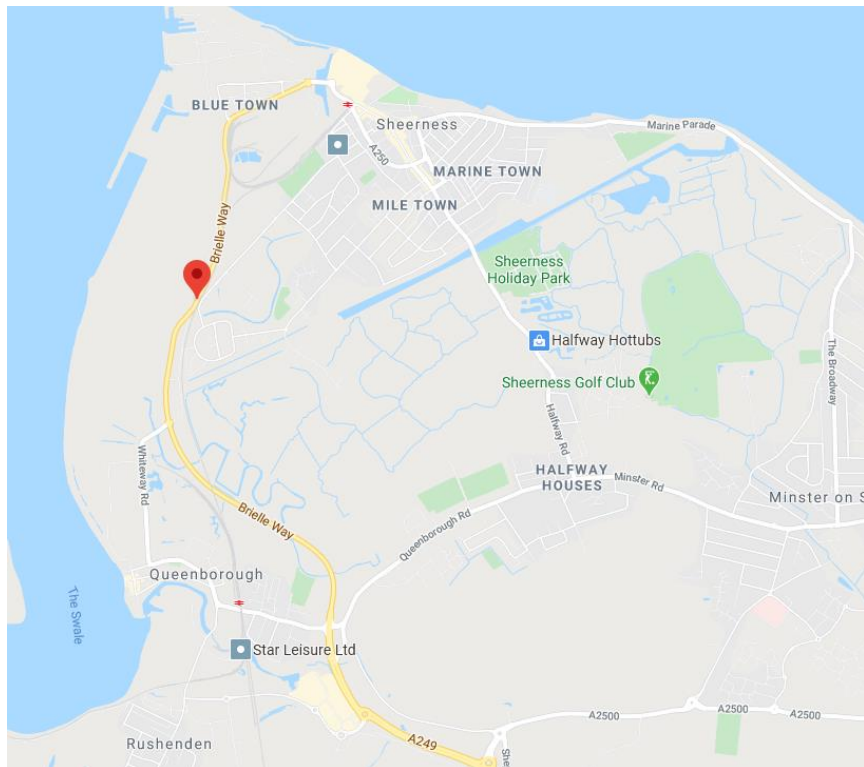
If you intend to export your purchases using your own transport (either by sea, rail or air), then VAT will be levied and refunded upon receipt of satisfactory documentation, supporting removal of the goods purchased.

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.



## Fresh Fruit Distribution Ltd

**Brielle Way, Sheerness, ME12 1YW**



### NOTICE

**ALL LOTS IN THIS  
SALE ARE SUBJECT  
TO A BUYERS  
PREMIUM OF 10%  
PLUS V.A.T AT THE  
PREVAILING RATE**

## **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 1]

**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.**

(1) <b>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 MBA Accounts Team on +44(0)2380 461643**



Lot No.	Description
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1	DAF XF510 Euro 6 6x2 44,000Kg Tractor Unit complete twin berth 6x2 Registration No. GK16 KLC 446,913 recorded kms DOR 26/5/2016 MOT 31/5/2020 V5 present one 2 sets of keys this vehicle is SORN
2	DAF XF510 Euro 6 6x2 44,000Kg Tractor Unit complete with twin berth Registration No. GK16 KLA 478,771 recorded km DOR 26/05/2016 MOT 31/05/2020 V5 present 3 sets of keys this vehicle is SORN
3	DAF XF510 Euro 6 6x2 44,000Kg Tractor Unit complete with twin berth Registration No. GN16 FRD 473,855 recorded kms DOR 07/03/2016 MOT 31/03/2021 V5 present set of keys this vehicle is SORN
4	Man TGX 26.440 6x2 44,000Kg Tractor Unit twin berth Registration No. EU63ODW 554,634 recorded kms DOR 01/09/2013 MOT 31/07/2020 V5 present 2 sets of keys this vehicle is SORN Damage to offside front bumper
5	DAF XF510 Euro 6 6x2 44,000Kg Tractor Unit twin berth Registration No. GN66ZFL 467,976 recorded kms DOR 19/10/2016 MOT 31/10/2020 V5 present 3 sets of keys this vehicle is SORN
6	DAF XF510 Euro 6 6x2 44,000Kg Tractor Unit twin berth Registration No. GN16 FRC 503,652 recorded kms DOR 07/03/2016 MOT 31/03/2020 V5 present 2 sets of keys this vehicle is SORN
7	Mercedes Actros 2545 blue TRC 6 single berth 44,000Kg tractor unit Registration No. GN14 WPP 495,543 recorded miles DOR 31/03/2014 MOT 31/03/2020 V5 present 2 ignition fobs this vehicle is SORN
8	DAF XF510 Euro 6 6x2 44,000Kg tractor unit single berth Registration No. GN65 NFO 506,324 recorded km DOR 09/10/2015 MOT 31/10/2020 V5 present 3 sets of keys this vehicle is SORN
9	Mercedes Actros 2545 6x2 44,000Kg tractor unit single berth Registration No. GN14 WPT 711,963 recorded kms DOR 31/03/2014 MOT 31/03/2020 V5 present 1 ignition fob this vehicle is SORN
10	Volvo FH460 6x2 single berth 44,000Kg tractor unit Registration No. YT61 AHE 868,617 recorded kms DOR 12/12/2011 MOT 30/04/2020 V5 present set of keys this vehicle is SORN
11	Peugeot Boxer MWB diesel refrigerated panel van Registration No. CK16 WWB 102,487 recorded miles DOR 06/05/2016 MOT 30/09/2020 V5 present set of keys this vehicle is SORN
12	Ford Transit Connect diesel panel van Registration No. YF57 YZB 123,912 recorded miles DOR 04/02/2008 MOT 11/06/2020 V5 present set of keys this vehicle is SORN NB Rear wheel seized
13	Schmitz Cargo Bull 14m triple axle Vector 1850 logicold refrigerated trailer Vehicle ID No. WSMS77800007065223 DOM: 2008 39,000kg (Local No. FFD34) MOT 30/04/2020 date of last safety inspection 18/02/2020
14	Schmitz Cargo Bull 13.6m triple axle Vector 1850 logicold refrigerated trailer Vehicle ID No. WSMS7780000706133 DOM: 2008 39,000kg (Local No. FFD35) MOT 30/06/2020 date of last safety inspection 25/01/2020
15	Schmitz Cargo Bull 14m triple axle Vector 1850 logicold refrigerated trailer Vehicle ID No. WSMS7780000706123 DOM: 2007 39,000kg (Local No. FFD33) MOT 03/04/2020 date of last safety inspection 13/01/2020

**Bidding Ends: Wednesday 1<sup>st</sup> July 2020 from 12.00pm**

Lot No.	Description
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16	Schmitz Cargo Bull model Schmitz SK/024/L 14m thermoking refrigerated trailer Vehicle ID No: SMSS7480000704091 39,000kg DOM: 2006 (Local No. FFD22) MOT 30/11/2020 last safety inspection 18/02/2020
17	Grays & Adams 14m curtain side triple axle trailer complete with thermo king refrigeration unit Serial No. H0310016112 Vehicle ID No. 22251 Trailer ID No. 0407 30542 DOM: 2007 37,000kg (Local No. FFD36) MOT 31/03/2020 date of last safety inspection 18/02/2020
17A	Schmitz Cargo Bull SK024L 13.6m triple axle Vector 1850 logicold refrigerated trailer Vehicle ID No. WSMS7780000707258 DOM: 2008 39,000kg (Local No. FFD32) MOT 31/10/2020 date of last safety inspection 21/01/2020
18	Grays & Adams 14m triple axle Vector 1800 logicold refrigerated trailer Body Serial No. F3.04.7121 and 17415 DOM: 2004 37,000kg (Local No. FFD26) MOT 31/08/2020 date of last safety inspection 03/02/2020
19	Grays & Adams 14m triple axle Vector 1800 logicold refrigerated trailer Serial No. 14894 DOM: 2003 37,000kg (Local No. FFD27) MOT 31/05/2020 date of last safety inspection 03/02/2020
20	Schmitz Cargo Bull triple axle 14m vector 1850 logicold refrigerated trailer ID No. WSMS778000070730 39,000kg DOM: 2008 (Local No. FFD31) MOT 31/11/2020 date of last safety inspection 18/02/2020
21	Lamberet 14m triple axle vector 1800 logicold refrigerated trailer ID No. VM3LVFS3E41R11316 Body Serial No. 04C0016/009 DOM: 2004 38,000kg (Local No. FFD29) MOT 31/08/2020 date of last safety inspection 03/02/2020
22	Lamberet 14m triple axle trailer 14m trailer 2nd axle removed refrigeration unit removed suitable for spares or repairs (Local No. FFD30) *NB this trailer is 3/4 full of used lorry tyres buyer must remove with lot
23	Daewoo EXCA S55 tracked excavator Serial No. 00249 YOM: 1998 NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
24	Jack legged Welfare Unit 21' x 9' comprising 3 urinals, 3 toilet cubicles 3 wash basins 2 shower cubicles & changing area NB A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
25	40' x 19' 2 slice modular building comprising main office side office kitchen and toilet areas * Note collection last day of clearance Tuesday 7th July 2020 A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
26	40' x 8' shipping container c/w contents NB A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
27	30' x 10' Jacklegged office c/w scaffold access stairs c/w contents as lotted NB A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
28	
29	

**Bidding Ends: Wednesday 1<sup>st</sup> July 2020 from 12.00pm**



Lot No.	Description
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30	
31	Four 6 ton axel stands
32	Three 3 ton axel stands
33	Four various bottle jacks
34	Long workbench c/w vice and contents
35	Sealey 50 litre parts washer model SM20-V3
36	Thorworld trailer pin jack SWL 26.500Kg NB: this item has no CE marking. The Purchaser is required to satisfy themselves as to the safety of the item and that it meets current Health & Safety Regulations, in particular PUWER Regulations, prior to being put into use. The Purchaser will be required to sign an undertaking confirming their agreement.
37	Bench metal shear
38	Oxycetalene torch set c/w mobile bottle trolley
39	Snap On Pro Mig 187 Mig Welder
40	Contents of parts room to include filters, hoses, brake pads, abrasive discs, plastic panel parts, light casings, bulbs, nuts, bolts, sandpaper, greases, mudguards, fan belts etc., as lotted
41	Bay of heavy duty racking 2 x 3m uprights 900mm depth 8 x 3m cross sections NB excludes contents
42	Three unused Hankook Smart Flex TH31 lorry tyres 385/65R 22.5 16PR
42A	Unused Hankook Smart Flex TH31 385/65/R22.5 18PR tyre c/w used rim
42B	Two unused Hankook Smart Flex DH31 lorry tyres 295/80R 22.5 16PR
43	Unused Hankook DHOS lorry tyre 295/80 R 22.5 16PR
44	Unused Hankook Smart Flex lorry tyre 315/70R 22.5 18PR
45	Heavy duty 3 tonne trolley jack
46	BT wide pallet truck
47	Two Rolatruck wide pallet trucks
48	Multi Purpose Ladder
49	Two heavy duty torque wrenches, 2 crowbars, sledge hammer, pole driver crowbar
50	Stihl TS 410 petrol cut off saw with 300mm cutting disc
51	Kende BX1-160F welder
52	Karcher SP3 submersible dirty water pump
53	Heavy duty tyre wrench
54	Unite pneumatic tyre vessel
55	Makita 230mm & Sealey 115mm 240v angle grinders
56	Two 240v extension reels
57	Two metal trestles
58	Contents of shelves to include fuel tank, various part worn tyres, lorry rims, and various other van/off road tyres (all used approx 50 in total)
59	Karcher Professional HDS 6/10-4C diesel hot pressure washer (DOM 2016) s/n 011054
60	Nissan 1800Kg side shift forklift truck s/n FJO1E700355 SUK 230117 (DOM 1998) hours 11588 * Note collection last day of clearance Tuesday 7th July 2020 NB: This item has no record of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.

**Bidding Ends: Wednesday 1<sup>st</sup> July 2020 from 12.00pm**

Lot No.	Description
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61	Sealey Air Power 270 litre belt driven air compressor c/w 2 x 3.0 HP with cast cylinders s/n 421502614 Max pressure 10/145 bar/ps 240v model SAC 2276B.V2 NB: This item has no record of Written Scheme of Thorough Examination. The purchaser must ensure a Thorough Examination is carried out by a competent person prior to first use. The purchaser will be required to sign an undertaking confirming their agreement.
62	Constructor Vansafe tool chest (no key)
63	Alhua nine camera CCTV system including recorder & Blaupunkt 42" LED TV NB This lot to be removed on first day of clearance Monday 6th July 2020
64	Adastra CM60B 60W Compact 100V 8ohms Mixer Amp Amplifier Bluetooth USB PA System c/w microphone NB This lot to be removed on first day of clearance Monday 6th July 2020
65	Fellows MS-470Ci Jam Proof Micro Cut Shredder NB This lot to be removed on first day of clearance Monday 6th July 2020
66	Lenovo 21.5" all in one personal computer type FOB4 1Gb RAM 1Tb hard disk , monitor, keyboard and mouse (2015) NB This lot to be removed on first day of clearance Monday 6th July 2020
67	Lenovo 19" all in one personal computer type 10160 4Gb RAM 500Gb hard disk , monitor, keyboard and mouse (2014) NB This lot to be removed on first day of clearance Monday 6th July 2020
68	Acer Veriton Z2610G 20" all in one personal computer, & keyboard (2012) NB This lot to be removed on first day of clearance Monday 6th July 2020
68A	Dell 2155CDN Laser Printre s/n CN-099WP-71971-255-B055 & a Dell Vostro 2205 Core 2 Duo PC NB This lot to be removed on first day of clearance Monday 6th July 2020
69	Mitel phone system c/w Mitel HX Controller & five Mitel 5330e IP phones NB This lot to be removed on first day of clearance Monday 6th July 2020
70	Three steel two drawer lateral filing cabinets NB This lot to be removed on first day of clearance Monday 6th July 2020 NB This lot to be removed on first day of clearance Monday 6th July 2020
71	Three brown leatherette tub chairs (two with tears) and a 500mm dia chrome framed glass top coffee table NB This lot to be removed on first day of clearance Monday 6th July 2020
72	Canvas world wall map 2000mm x 1400mm NB This lot to be removed on first day of clearance Monday 6th July 2020
73	Three light oak veneer tables L 1600mm W 1200mm, two light oak veneer wave front tables with desk high pedestals & privacy screens, two light oak veneer lateral filing cabinets, hat & coat stand, two two door light oak veneer cabinets H 1200mm W 600mm L 1000mm four various office heaters NB This lot to be removed on first day of clearance Monday 6th July 2020
74	Three leatherette swivel office chairs NB This lot to be removed on first day of clearance Monday 6th July 2020

**Bidding Ends: Wednesday 1<sup>st</sup> July 2020 from 12.00pm**



## 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.