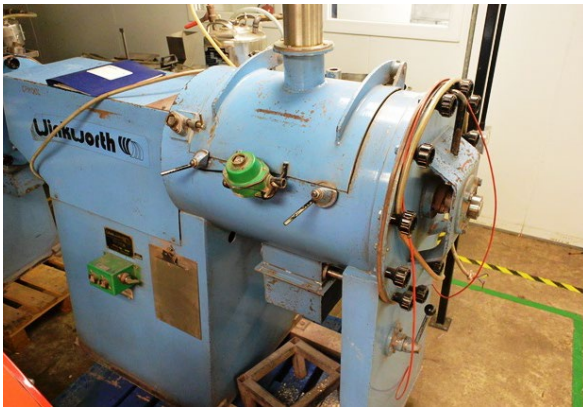


By order of the Directors of KDC/ONE Swallowfield due to closure of their Bideford plant

COMPRESSORS, BOILER, REFRIGERATION, EXTRACTION, PRODUCTION MIXERS, PRESSURE WASHER, LAB FURNITURE, MACHINE SHOP, RACKING, ETC.

(Subject to availability)



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

ONLINE AUCTION:

To bid please go to www.lsh.co.uk/mba or



AT:

KDC/One Swallowfield, Alverdiscott Road Industrial Estate, Bideford EX39 4LQ

ON VIEW:

Thursday 21st January 2021 between 10am – 4pm

BIDDING ENDS:

Monday 25th January 2021 @ 3pm

CLEARANCE:

Monday 1st February to Wednesday 3rd February 2021 between 10am – 4pm

FURTHER INFO:

Matthew Hartley mhartley@lsh.co.uk

BID ENQUIRIES:

MBA Accounts 023 8046 1643 mbaaccounts@lsh.co.uk

OFFICE ADDRESS:

Sterling Court, 16 Dix's Field, Exeter, EX1 1QP

www.lsh.co.uk/mba

The property, plant and machinery specialist

NOTICE TO PURCHASERS

VIEWING:

- The lots may be viewed as follows: **Thursday 21st January 2021 between 10.00am and 4.00pm**
Strictly by appointment only by email: chicks@lsh.co.uk or +44 (0)7701 313281
- Located at KDC/One Swallowfield, Alverdiscott Road Industrial Estate, Bideford, North Devon, EX39 4LQ

BIDDING ENDS:

- Bidding will end from: **3.00pm on Monday 25th January 2021** [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 Tuesday 26th January 2021

INSTRUCTIONS FOR BIDDING:

- Access for bidding can be obtained through our website 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 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 2.00pm on Friday 29th January 2021.**
- All queries regarding payment should be directed to our Sales Accounts team, 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).
- Bank transfers only.

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

LAMBERT SMITH HAMPTON WILL NOT ACCEPT ANY CASH TRANSACTIONS WHICH EXCEED £7,000 UNDER ANY CIRCUMSTANCES.

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 from **Monday 1st February to Wednesday 3rd February 2021, STRICTLY BY APPOINTMENT ONLY.** **No further access will be available after this time. Please contact chicks@lsh.co.uk or +44 (0)7701 313281 to book a collection appointment.** The premises will be open from **10.00am to 4.00pm ONLY.**
- All successful purchasers are to contact the auctioneer to arrange timeslots for collection. Numbers onsite during this period will be restricted due to the COVID-19 epidemic. Anyone who arrives without a prior collection appointment will be refused access to the site.
- **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. It is the purchaser's responsibility to ensure any transport is suitable and roadworthy to carry the items purchased and that the load is checked before and during transportation once it has left the site.

- **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 The Health & Safety at Work etc. Act 1974 and, where and as applicable, The Construction (Design and Management) Regulations 2015 and all other summary legislation.
- **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 **(Matthew Hartley, mhartley@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]

Overseas purchasers will be required to provide details of :

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

Please also ensure that:

- Your country, or the country to which the items are destined, holds no import restrictions on the goods that you wish to purchase.
- The country has no import licence restrictions or a restriction on currency allocation.
- The country has no prolonged inspection procedure, which might cause excessive delay in allowing your goods to be imported.
- You receive a fully descriptive invoice in order that you may arrange payment as soon as possible with our bank.
- 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.
- You have read the Conditions of Sale.

Please Note:

- 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"
- 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.
- 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.

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

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:

Cash [see note 1]

Telegraphic Transfer / BACS [see note 2]

Bankers Draft [see note 3]

Credit / Debit cards / Cheques **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) CASH	Lambert Smith Hampton (LSH) operates within the guidelines in respect of Money Laundering as set out in the Proceeds of Crime Act 2002. ◆ In this instance NO CASH WILL BE ACCEPTED
(2) Telegraphic Transfers / BACS payments	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 ◆ Telegraphic payments : up to 24hrs ◆ BACS payments : 3 day 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
(3) Bankers Draft	Made payable to Lambert Smith Hampton

MONEY LAUNDERING REGULATIONS

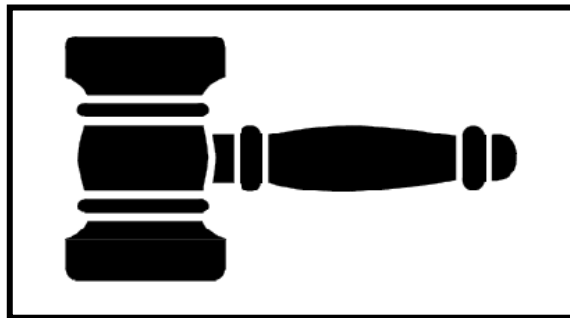
Services provided by Lambert Smith Hampton in relation to the sale of assets fall under the Proceeds of Crime Act 2002. Accordingly we have put in place policies and procedures which are designed to prevent, forestall and identify acts of money laundering.

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**

KDC ONE/SWALLOWFIELD

ALVERDISCOTT ROAD INDUSTRIAL ESTATE,
BIDEFORD, NORTH DEVON,
EX39 4LQ



NOTICE

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

Number	Description
1	Compair L37RS-13A packaged air compressor, serial no. CD10015280001 (2014), 37kw, 3 phase, 13 bar, hours: circa 29495, Last serviced Jan 2019 (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Electrical disconnection has been undertaken by Vendor. Viewing recommended)
2	Compair Cyclon 218 air compressor, serial no. F164/0850 (1996), 7.5 bar, 22.1kw, 3 phase, Last serviced Jan 2020 (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Electrical disconnection has been undertaken by Vendor. Viewing recommended)
3	Compair Cyclon 218 air compressor, serial no. F164/0833 (1996), 7.5 bar, 22.1kw, 3 phase, Last serviced Jan 2020 (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Electrical disconnection has been undertaken by Vendor. Viewing recommended)
4	Boge SIS Autotronic air compressor, serial no. 24942 (1997), 10 bar, 11kw, 3 phase (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Electrical disconnection has been undertaken by Vendor. Viewing recommended)
5	Compair F95HS air dryer, serial no. 39846221001 (2013), refrigerant R407c, (240v), with two Compair inline filters (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Pipework to be disconnected at nearest joint)
6	Compair CS2030 oil/water separator (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
7	AJ Metal Products air receiver, ref no. 13888, PT No. 1200, test pressure 12 bar (1996) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
8	Plastic bunded container drip stand
9	Fulton steam boiler, model 30E, serial no. B7026, design pressure 895 N/mm ² , test pressure /34N/mm ² , 1050 lbs/HR (1994), natural gas feed, with Fulton Blowdown vessel serial no. BD4800 (2016), 88 litres (Please note: purchaser responsible for gas disconnection and capping. Excludes extraction chimney. Asset is located in confined shed/area, viewing is strongly recommended. Asset cannot be removed via roof) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
10	Nilfisk Alto truck booster pressure washer, serial no. 107370830, with hose (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
11	Vertical hot water storage tank, approx height: 1700mm, approx dia 900mm, excludes Grundfos pump and all associated attached pipework (Please note: pipework to be disconnected at nearest joint) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)

13	Daiken UATY Q700MCY17 rooftop packaged air conditioner, serial no. K000124 (2016), R410A, rated capacity 72.60kw, 247700 Btu/h, 3 phase (Please note: excludes all associated ducting) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Vendor has electrically disconnected. Asset is located at rear of the building and viewing is strongly recommended, off road mechanical lifting required)
14	Fricla rotary hot foil embossing machine, type AVG, serial no. 3418, with perspex machine enclosure, mounted on steel frame, outfeed conveyor width circa 300mm (working condition unknown) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
15	Fricla rotary hot foil embossing machine, type AVG, serial no. t.b.c., with perspex machine enclosure, mounted on steel frame, outfeed conveyor width circa 300mm (working condition unknown) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
16	Yo-Hau stainless steel filling machine, type L85ND3, with mould preheat and 4-door/twin side chiller unit, Easyview control/readout panel, capacity circa 750 units per hour, serial no. 8907048, year 2000, 3 phase, with manual, refrigerant R22 (working condition unknown) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
17	IAC Acoustics RH-Industrial Acoustics Company acoustic cabinet, model 250 Mini Type 1, serial no. EA-P/T-233
19	Winkworth RT80 SS mixer, serial no. 5273 (please note: currently disconnected)
20	Winkworth RT25 mixer, serial no. 5272 (please note: currently disconnected)
21	Winkworth type GU50 SS mixer, serial no. 5061 (please note: currently disconnected)
22	Agemore Ltd Surmet mobile stainless steel heated/melt tank, serial no. 4144 (1989)
23	VE Trading Co powder forming machine (working condition unknown)
25	Silverson mobile vat/mixer transport unit, serial no. JCZ CWM027, SWL: 250kg, with Wincanton Engineering stainless steel electrically heated vat, serial no. 1909 (1998), approx internal vat size 760mm, height 890mm dia
26	Silverson mobile vat/mixer transport unit, serial no. JC3 CWM026, SWL: 250kg, with Wincanton Engineering stainless steel electrically heated vat, serial no. 1909 (1998), approx internal vat size 760mm, height 890mm dia
27	Dionised water filtration system including Porla Water 1000 litre bunded plastic tank, in-line filters etc., as lotted (currently disconnected)
28	ICS Cool Energy IC525 chiller, serial no. 38178801008 (2016), 3 phase, refrigerant R410A, with external ZL 53 WF fan unit, max fan speed 3400rpm, air volume 2518 m ³ /h (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. Purchaser responsible for draining and disposal of any Glycol contents)
29	MTA TAE Evo 121 twin fan chiller. Please note: Asset is located in confined shed/area, viewing is strongly recommended. Asset must be removed via roof) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)

29A	Steel frame extraction unit, approx total dimension 2500mm x 1650 x 1070mm (Please note: Excludes all ducting. A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
30	Galvanised steel 6 sock/bag extraction unit, with Cyclone fan unit, silo approx 5m x 1.2m x 1.2m (Please note: Excludes all ducting. A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
30A	Two Daiken RZQSG140 L7Y1B, serial nos. 5614161 and 5614155, refrigerant R410A (2016) (PAC 021 & PAC 020) (Please note: units have been degassed)
30B	Daiken Skyair RY 125 DJ721, serial no. 3603233 (1996), refrigerant R22 (Please note: units have been degassed)
31	King Rich KRV2000 turret mill, serial no. 3639, with digital read out, approx table size 1220mm x 250mm, speed 4200 rpm max (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
32	Boxford Industrial 11.30, centre lathe, model: Engineer, distance between centres 770mm, 3 jaw chuck
33	Fobco 7/8" pillar drill
34	Zuber horizontal surface grinder, machine no. 06013, approx table dimension 900 x 270mm
35	Steel frame unbadged horizontal bandsaw, 240v (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) (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) (NB: This item does not comply with current health and safety standards regarding guarding and will require risk assessment and possible remedial action prior to first use. The purchaser should satisfy themselves as to the safety of the item in accordance with the intended use and set up. The purchaser will be required to sign an undertaking confirming their agreement)
38	Avery 3303 COB floor standing scale, serial no. S-733317, max 50kg
39	Turbex 800 No. 018545 industrial washer unit, 3 phase (working condition unknown)
40	F and R RCU 3A SP chiller unit, refrigerant R22, serial no. W8311/91, 3 phase (Please note: this item is not currently connected, working condition unknown)
41	Wood Star mobile single bag dust extraction unit, serial no. 1112, 240v
42	Nilfisk 52 CFM, type, 52H industrial vacuum, serial no. 3820111200263
45	Six bays of adjustable boltless pallet racking, approx 2600 height, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
46	Five bays of adjustable boltless pallet racking, approx height 2600 - 3000mm, approx bay width range 1800 - 2750mm (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)

47	Six bays of adjustable boltless pallet racking, approx height 3400mm, 4 x bays 2750mm width, 2 x bays 1400mm width (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
48	Three bays of adjustable boltless pallet racking, approx height 3950mm, approx bay width 2750mm (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
49	Four bays of adjustable boltless pallet racking, approx height 3000mm, approx bay width 2750mm (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
50	Two bays of adjustable boltless pallet racking, approx height 3000m, bay width 1200mm and 2750mm (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
51	Two bays of adjustable boltless pallet racking, approx height 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
52	Five bays of adjustable boltless pallet racking, 4 x approx height 2750mm, 1 x 1800mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
53	Four bays of adjustable boltless pallet racking, approx height 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
54	Four bays of adjustable boltless pallet racking, approx height 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
55	Nine bays of adjustable boltless pallet racking, approx height 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
56	Four bays of adjustable boltless pallet racking, approx height 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
57	Five bays of adjustable boltless pallet racking, approx height 2700 - 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
58	Four bays of adjustable boltless pallet racking, approx height 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)

59	Seven bays of adjustable boltless pallet racking, approx height 2700mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
60	Five bays of adjustable boltless pallet racking, approx height 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
61	Five bays of adjustable boltless pallet racking, approx height 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
62	Six bays of adjustable boltless pallet racking, approx height 3000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
63	Two bays of adjustable boltless pallet racking, approx height 4000mm, 2750mm width per bay (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
64	20ft shipping type container, no. TTNU 140992 (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
65	20ft shipping type container, no. TTNU 164887 (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
66	Hansel lifter HIW/HTF-02-Series platform scissor lift, with pedestal control (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)
67	CAM Equipment mobile engine hoist, max SWL 508kgs (2003) (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)
68	Avery CLA floor standing weigh scale, serial no. 700612 (1970), max 200kg
69	Two various benchtop digital weigh scales, including: Avery G201 and Adam GBK16 (working condition unknown)
70	W and J HDP-35, 350kg max capacity mobile barrel lifter, serial no. 150-04-03 (2003) (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)
71	SIP 1hp single bag dust collector, serial no. 548.15.12
72	4-tread, steel frame mobile steps
73	4-tread, steel frame mobile steps

74	BT Stax 10 battery operated stacker truck, type OEC 247702-250, mast no. 5591275 (2009), 24v, with charger, max lift height 2655mm, max capacity 1010kg, with side shift, LOLER Cert expired 29/1/20 - 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. Please note: this lot cannot be collected until final clearance day of Wednesday 3 February 2021
75	BT Stax 10 battery operated stacker truck, model SWE1205, type OEC 247702-250, mast no. 561 9869 (manufactured 110304), 240v, with charger, max lift height 2655mm, max capacity 1200kg. LOLER Cert expired 29/1/20 - 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. Please note: this lot cannot be collected until final clearance day of Wednesday 3 February 2021
80	Denios steel frame twin door drum cabinet, model 8.8/8.16, with key
81	Portastor Flamvault steel frame flammable cabinet (no key)
82	Twin door steel frame flammable liquid cabinet (no key)
83	Twin door steel frame flammable liquid cabinet (no key)
84	Galvanised steel twin door storage cabinet
85	Two mobile transport trollies
86	Three mobile transport trollies
87	Four mobile transport trollies
88	Two mobile transport trollies
89	Two mobile transport trollies
90	Two mobile transport trollies
90A	Three various mobile transport trollies
91	Two sack trucks
92	Mobile 5 shelf steel wire transport cage (open front)
93	Four shelf steel wire transport cages (open front)
94	Two mobile steel wire transport cages
95	Two mobile steel wire transport cages
96	Two various mobile steel wire transport cages
97	Steel frame stainless steel topped table, approx dimensions to be confirmed shortly
98	Two steel frame stainless steel topped tables, approx dimensions to be confirmed shortly
99	Two mobile stainless steel trollies, approx dimensions to be confirmed shortly
100	Steel frame stainless steel topped table, approx dimensions to be confirmed shortly
101	Two various stainless steel workbenches, approx dimensions to be confirmed shortly
102	Two various Hygienox stainless steel tables, approx dimensions to be confirmed shortly
103	Two Hygienox stainless steel tables, approx dimensions to be confirmed shortly
104	Steel frame stainless steel topped table, approx dimensions to be confirmed shortly
105	Stainless steel frame single drawer table, approx dimensions to be confirmed shortly
106	Stainless steel table, approx dimensions to be confirmed shortly
107	Two various stainless steel tables, approx dimensions to be confirmed shortly
108	Three various stainless steel tables, approx dimensions to be confirmed shortly

109	Three various stainless steel mobile trollies/tables
110	Three square stainless steel tables, approx dimensions to be confirmed shortly
111	Stainless steel side table, approx dimensions to be confirmed shortly and stainless steel rack
112	Stainless steel mobile rectangular table, with rear frame
113	Horizontal powered belt conveyor, approx length 2400mm, belt width circa 150mm (working condition unknown)
114	Steel frame timber topped workbench
115	Steel frame storage rack
116	Henry hoover
117	Henry hoover
118	Mobile three tread steps
119	Two Honeywell floor standing industrial fans
120	Two Stirflow floor standing industrial fans and unbadged office fan
121	Two wall mountable hose reels
122	Two wall mountable hose reels
123	Two unbadged chest freezers, 240v
124	Two upright refrigerators
125	Bosch 516 P1B dishwasher and Fridgemaster undercounter refrigerator
126	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
127	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
128	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
129	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
130	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
131	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
132	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
133	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
134	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
135	Contents of three steel frame mobile trollies, to include circa 60 plastic, stackable tote bins (image for illustration purposes only)
136	Contents of three steel frame mobile trollies, to include circa 20 various plastic, stackable tote bins
137	Sixteen steel frame mobile trollies
138	Sixteen steel frame mobile trollies
139	Eighteen steel frame mobile trollies
140	Seven plastic mobile trollies
141	Six Ergotron desk mountable screen stands
142	Two Electrothermal EM0500/CE heating vessels
143	AND FC-10K digital weigh scale
144	Set of 5 Endacott laboratory sieves, 500 micron aperture
145	Bay of adjustable boltless, 4 shelf stores racking, approx length 2400mm

150	Ultima rectangular twin sided workstation, approx 3 x 1.2m, with sixteen soft close drawers and two 2-door cupboards (please note: will require dismantling onsite) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
151	Ultima rectangular twin sided workstation, approx 3 x 1.2m, with nineteen various soft close drawers, one 2-door cupboard and one single door cupboard (please note: will require dismantling onsite) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
152	Rectangular worktop, approx 3 x 1.2m, with four 4-drawer modular carcass units (please note: will require dismantling onsite) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
153	Eight Ultima 4-drawer, modular carcass units (as lotted), no worktop (please note: will require dismantling onsite) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
154	Köttermann multi-station lab workbench, approx 7m in length, with two sink units, glass over counter shelf, eight cupboards and nine drawers (please note: will require dismantling onsite) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
155	Köttermann multi-station lab workbench, approx 7m in length, with one sink unit, glass over counter shelf, eight cupboards and nine drawers (please note: will require dismantling onsite) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
156	Köttermann single sided lab/workbench with 3 cupboards and 5 drawers, approx 4m in length (please note: will require dismantling on site) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
157	Köttermann wall mounted U shape lab/workbench, approx total length 13m (please note: will require dismantling on site)
158	Two Köttermann wall mounted U shape lab/workbenches, with 3 cupboards and 4 drawers, approx length 2.2m (please note: will require dismantling on site) (Please note: A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot)
159	Two light oak effect L shape desks, approx 1600 x 1200mm
160	Two light oak effect L shape desks, approx 1600 x 1200mm
161	Three various grey/steel frame desks and two 3 drawer pedestal units
162	Two light oak effect 3 drawer pedestal units and 2 door cabinet
163	Three Bisley 15 drawer steel filing cabinets
164	Two Bisley 20 drawer steel filing cabinets
165	Two Bisley 15 drawer steel filing cabinets
166	Two Bisley 15 drawer steel filing cabinets
167	Light oak effect circular meeting room table, approx dia 1200mm, and white timber 3 door/drawer glass topped side unit
168	Light oak effect L shape desk, 1800 x 1200mm
169	Two various pedestal units, 3 drawer/4 drawer

170	Three various pull down projector screens, approx 1800mm width
171	Two various grey L shape desks
172	Fifteen various cloth upholstered chairs
173	Six various cloth upholstered chairs
174	Approx twenty seven various plastic/cloth upholstered chairs
175	Two light oak effect 3 drawer pedestal units
176	Two light oak effect 3 drawer pedestal units
177	Two various bays of adjustable stores racking
178	Steel frame 9 drawer storage cabinet and 2 door cupboard
179	Two 4 drawer filing cabinets
180	Two 4 drawer filing cabinets
181	Three 2 door storage cabinets
182	Three twin level/steel frame wood effect desks
183	Steel frame tamber fronted storage cabinet and bay of bolted adjustable stores racking
184	Two various timber effect desks, light oak effect 3 drawer pedestal and 2 door cabinet
185	Three steel frame 2 door storage cabinets
186	Steel frame 2 door cabinet, 3 drawer pedestal and 2 drawer pedestal units
187	Two steel frame 10 drawer filing cabinets
188	Two steel frame/single door storage cabinets
189	Two steel frame 2 door storage cabinets
190	Steel frame 2 door storage cabinet
191	Two steel frame mobile transport trollies
192	Steel frame, twin shelf mobile trolley
193	Pallet of plastic stackable tote bins circa 55 in total
194	Two light oak effect circular meeting tables, approx 900mm dia
195	Two section light oak effect circular table, approx total dia 1500mm
196	Three light oak effect rectangular tables, approx 1500 x 750mm
197	Three Bisley 15 drawer steel filing cabinets
198	Two Bisley 4 drawer steel filing cabinets, rectangular table and 3 shelf bookcase
199	Thirty black plastic stacking chairs
200	Two 2 door steel storage cabinets
201	Two 2 door steel storage cabinets
202	Two 2 door steel storage cabinets
203	Three 2 door steel storage cabinets
204	Two tamber fronted steel frame storage cabinets
205	Three various steel filing cabinets (15 drawer)
206	Four various steel frame storage cabinets
207	Three L shape desks, approx 1800 x 1200mm
208	Fourteen various stacking chairs
209	Twenty nine various stacking chairs
210	Two various timber effect pedestal units
211	Two steel frame tamber fronted storage cabinets
212	Two various L shape desks and circular side table
213	Two 15 drawer filing cabinets
214	Three 15 drawer filing cabinets
215	Two-door steel frame storage cabinet
216	Three 15 drawer filing cabinets

217	Pallet and contents to include Dexion 1845 Maxi plastic tote bins, approx 36 in total
218	Steel twin level rectangular workbench, approx 1850 x 780mm, with Record No. 5 vice
219	Steel twin level rectangular workbench, approx 1800 x 780mm
220	Steel twin level rectangular workbench, approx 1800 x 780mm
221	Steel frame, twin level workbench, approx 1800 x 780mm
222	Steel frame, twin level workbench, approx 1350 x 730mm, and mobile 3 shelf trolley
223	Four assorted mobile trollies
224	Steel frame, black leather effect treatment bed
225	Six various rectangular tables
226	Steel frame, 4 drawer filing cabinet, Steel frame, 3 drawer filing cabinet, Steel frame, 6 drawer filing cabinet
227	Three various steel frame tamber fronted storage cabinets
228	Three various steel frame 2 door storage cabinets
238	Light oak effect rectangular table and four cloth upholstered chairs

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.