

Instructed by The Very Group Limited, due to relocation

## MATERIALS HANDLING & WAREHOUSE EQUIPMENT

(Subject to availability)

- JUNGHEINRICH electric pallet trucks, forklift trucks, counter balance, reach trucks, stackers etc.
- ADPAK heat tunnel & trim unit
- HONDA and GENERAC generators, spare batteries & chargers etc.
- Various warehousing, catering and office equipment etc.



**\*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](http://www.lsh.co.uk/mba) or



**AT:** Little Hulton, Lester Road, Worsley M38 0UP

**ON VIEW:** By Appointment – Tuesday 18<sup>th</sup> August 2020

**BIDDING ENDS:** Thursday 20<sup>th</sup> August from 12.00noon

**CLEARANCE:** By Appointment – Monday 24<sup>th</sup> August to Wednesday 26<sup>th</sup> August 2020

Abbie Hickman 07918 617185 [ahickman@lsh.co.uk](mailto:ahickman@lsh.co.uk) or

**FURTHER INFO:** Michael Booth [mbooth@lsh.co.uk](mailto:mbooth@lsh.co.uk)

## NOTICE TO PURCHASERS

### VIEWING:

- The lots may be viewed strictly by appointment only on **Tuesday 18<sup>th</sup> August 2020**. Please contact Abbie Hickman, [ahickman@lsh.co.uk](mailto:ahickman@lsh.co.uk) to arrange a viewing appointment.
- Located at **Shop Direct, Lester Rd, Little Hulton, Manchester M38 0UP**

### BIDDING ENDS:

- Bidding will end from 12.00noon on **Thursday 20<sup>th</sup> August 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 **12.00noon on Friday 21<sup>st</sup> August 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:

- **There will be no buyers premium attached to the lots in this auction. VAT will be charged on the hammer price at the standard rate.**

### PAYMENT TERMS:

- All purchases are to be paid in full, no later than **5.00pm on Friday 21<sup>st</sup> August 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).
- Payment by bank transfer only, no cash will be accepted on site for this sale.

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 between **Monday 24<sup>th</sup> – Wednesday 26<sup>th</sup> August 2020 by appointment only. No further access will be available after this time.**
- The premises will be open from **9.00am to 4.00pm.**
- 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 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 **Abbie Hickman – 07918 617 185, [ahickman@lsh.co.uk](mailto:ahickman@lsh.co.uk)**
- Lambert Smith Hampton reserve the right to stop clearance if in their opinion, they believe it is being carried out in an unsafe manner or without the Method Statement and Risk Assessment.
- The purchaser should ensure that their contractors hold sufficient public liability insurance, copies of which should be made available to Lambert Smith Hampton if demanded.
- Any fluids remaining in any lots purchased MUST be removed from site in conformity with the Control of Substances Hazardous to Health (COSHH) Regulations.

### **CONDITIONS OF SALE**

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

### **TRANSFER OF LOTS:**

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

### **OVERSEAS PURCHASERS:**

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

Overseas purchasers will be required to provide details of :

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

Please also ensure that:

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

#### **Please Note:**

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

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

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

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

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

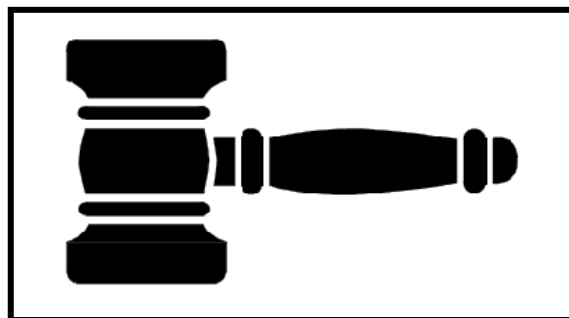
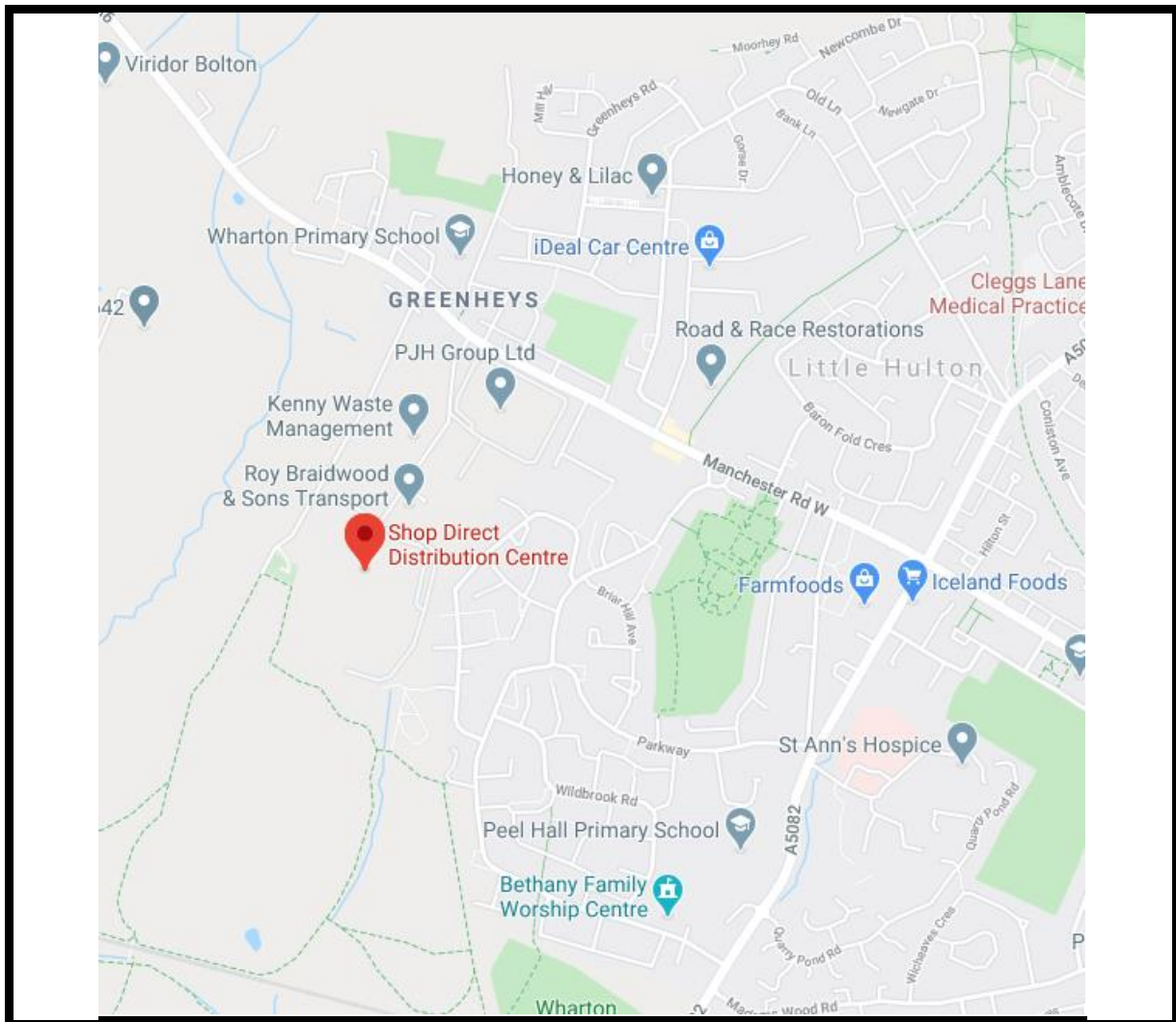
International Bank Charges: Please note LSH will look to recover charges incurred on the transfer of the VAT deposit refunded.

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.

**Shop Direct, Lester Rd, Little Hulton, Manchester M38 0UP**



**NOTICE**

**THE LOTS IN THIS  
SALE ARE SUBJECT  
TO A BUYERS  
PREMIUM OF **0%**  
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 2]

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

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

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

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

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

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

*Available lots in Online Auction closing 20/08/2020 from 12.00 noon:*

Number	Description
1	AdPak SF1500B NF trim unit, year 2010, with AdPak SF1500B NF heat shrink wrapper and outfeed roller conveyor. 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.
2	Jungheinrich ETX-Kombi 515 VNA Tri-lateral stacker (No.K1), s/n FN307572, year 2004, with battery and Exide LP 80 T110S charger, s/n OPD-UK005343e. (Note: Modification to mast assembly (by Jungheinrich) to allow lift and carry of 1500mm x 1000mm pallet. Truck lift capacity derated from 1500Kgs to 1300Kgs. Original manufacturers mast included). 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.
3	Jungheinrich ETX-Kombi 515 Tri-lateral stacker (No.K11), s/n FN307733, year 2004, with battery and Hoppecke 51 charger (No.5) s/n 222450-010-005. (Note: Modification to mast assembly (by Jungheinrich) to allow lift and carry of 2000mm x 1000mm pallet. Truck lift capacity derated from 1500Kgs to 1100Kgs. Original manufacturers mast included). 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.
4	Jungheinrich ETX-Kombi 515 Tri-lateral stacker (No.K10), s/n FN307732, with battery and Hoppecke 71 Charger (No.7) s/n 222450-010-001. (Note: Modification to mast assembly (by Jungheinrich) to allow lift and carry of 1500mm x 1000mm pallet. Truck lift capacity derated from 1500Kgs to 1300Kgs. Original manufacturers mast included). 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.
5	Set of 4 fork lift truck metal battery carriages with twin winches. 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.
6	Jungheinrich ETX-Kombi K150 stacker truck (No.1), s/n 743014901, year 1999, with battery and Varta charger, s/n 998472 (No. 1). 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.
7	Jungheinrich ETX-Kombi K150 stacker truck (No.3), s/n 743014903, year 1999 with battery and Varta charger, s/n 998468 (No. 4). 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.



*Available lots in Online Auction closing 20/08/2020 from 12.00 noon:*

8	Jungheinrich ETX-Kombi stacker truck (No.4), s/n 743014904, with battery, year 1999 and Varta charger, s/n 998471 (No. 5). 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.
9	Jungheinrich ETX-Kombi stacker truck (No.6), s/n 743014906, year 1999 with battery and Varta charger, s/n 998470 (No. 2). 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.
10	Hoppecke 6 HPZS 930 battery (Carriage not included)
11	Jungheinrich ETV 14 reach truck, s/n 82008310, with battery & Chloride charger (No. 19). 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.
12	Jungheinrich ETV 16 reach truck, s/n 80522553, year 1996, with battery & VHB charger, s/n 988400 (No. 18). 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.
13	Lifter Pramac LX14/25 IL pedestrian fork lift truck, serial no. LL10004071 (modified forks), year 2009, with battery & Mori Raddrizzatori charger, s/n 2692108. 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.
14	Jungheinrich EJE 22 electric pallet truck, s/n 80326775, with Chloride 24 charger, s/n AB 00930236. 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.
15	Jungheinrich ERE 20 electric pallet truck, s/n 90096221, year 2003, with Hoppecke charger, s/n 7595806/00007/06/03 (No. 6).(Note: Truck fitted with rental battery - not included). Jungheinrich ERE 20 electric pallet truck, s/n 90096222, year 2003, with Hoppecke charger, s/n 7595806/00003/06/03 (No. 5). (Note: Truck fitted with rental battery - Not included.). 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.

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16	Jungheinrich ERE 20 electric pallet truck, s/n 90096224, year 2003, with Hoppecke charger, s/n7595806/00002/06/03 (No. 7) (Note: Truck fitted with rental battery - Not included). 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.
17	Jungheinrich ECE 225 electric order picker pallet truck, s/n 91613926, year 2017, with battery & Midac charger, s/n 324798 (No. 15). 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.
18	Jungheinrich ECE 225 electric order picker pallet truck, s/n 91613927, year 2017, with battery & Midac charger, s/n 324797 (No. 16). 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.
19	Jungheinrich ECE 20 electric order picker pallet truck, s/n 80066795, year 1994, with battery & GNB charger, s/n 33160 (No. 17). 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.
20	Jungheinrich EJE 220 electric pallet truck, s/n 90132110, year 2004, with battery & Hawker 23 charger, s/n A20030600178. 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.
21	Jungheinrich ERG - V 25A counter balance FLT, s/n E108A01564S, year 1995 (Note: No battery included). 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.
22	Jungheinrich Pedestrian truck Battery in Case 3EPZS465SC
23	Jungheinrich Pedestrian truck Battery in Case ZEPZS250SC
24	Cleco E458 electric pallet stacker no forks (Faulty battery - Spares & Repairs) . 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.
25	Set of 3 fork lift truck metal battery carriages with single winch (R1, R2, R3) . 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.



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26	Set of 3 fork lift truck metal battery carriages with single winch (R4, R5, R6) . 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.
27	Wheeled working platform - 1 broken wheel
28	ABAC Pro B4900 200 FT4 UK air receiver mounted air compressor, year 2016.*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.
29	Quantity 31 - Folding metal roll cages
30	3 - Hand pallet truck with bespoke storage units
31	5 - Various hand pallet trucks
32	4 - Crown hand pallet trucks
33	5 - Various hand pallet trucks
34	6 - Various hand pallet trucks - spares and repairs
35	8 - Various hand pallet trucks - spares and repairs
36	3 - metal framed workbenches with under cupboard storage
37	3 - four drawer metal filing cabinets and 3 - two drawer metal filing cabinets
38	Metal cupboard blue with vertical tambour front
39	5 - Yellow metal framed work tables with under shelving
40	3 - Metal framed work benches, with under shelving, as lotted
41	3 - Metal framed work benches, with under shelving, as lotted
42	Fork lift Battery in case fits ETV WB40xczh6 (Carriage not included)
43	Jungheinrich EFG - V20 counter balance FLT, s/n 89.90.56.99, with battery (Spares & Repairs). Jungheinrich TN-10 counter balance FLT, s/n FN307693, with battery (Spares & Repairs) . 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.
44	Titan ES5000B Ecosafe bunded oil storage tank, capacity 5000 litres, diameter 2225mm, height 2380mm. A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.
45	Honda GX240 8 generator / 3 KW
46	Generac HP 3000 generator / 2.7 KW, s/n 5580014
47	Generac HP 3000FF generator / 2.8 KW, s/n 3625033
48	Jungheinrich EFG - V20 counter balance FLT, s/n 89.90.57.00, with battery (Spares & Repairs) and Jungheinrich EFG-DH12 counter balance FLT, s/n 89.90.13.82, with battery (Spares & Repairs) . 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.

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49	2 - Jungheinrich electric pallet truck, s/n 723551212 & 723551211, each with battery (Spares & Repairs). Jungheinrich ECE 20G-32 electric pallet truck, with battery, (Spares & Repairs). Crown electric pallet truck, s/n 5A110784 (Spares and repairs). 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.
50	Mitsubishi pallet stacker No17, s/n SP1200215 and 3 - Mitsubishi electric pallet truck, s/n PV2000432 (No. 13), s/n PV2000434 (No 14), S/n PV2000433 (Unknown) (Spares & Repairs) . 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.
51	Red steel workbench with vice and contents - 2 red Lin bin racks with contents and lin bins
52	2 - Exide CMP100 battery charger, (No 74B & Unknown), 1 - Exide HBL-799490 battery charger, s/n 2100TP, 4 - Hoppecke battery charger, s/n's SN - 235275-0010-001, 235275-0010-002, 157789-0040-001, 222450-0010-002 (No's 8, 72B, 76B and Unknown), 2 - Chloride UB 377833 (21 Super) battery chargers, 1 - Chloride UB 316015 battery charger (No 12), 1 - Chloride battery charger (No 1), and Varta battery charger, as lotted
53	Nifty Lift HR15 NDE MEWP, s/n 157344, YOM 2000, weight 6100kg, dual power, 2 person rated (Non-runner - In need of repair) . 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.
54	2 bays of shelving containing Makita hand grinder, Misc. metal fork truck parts & sundries, as lotted
55	Contents of crate containing waste metal & spare motors
56	7 - Pallet trucks (spares & repairs)
58	Eloma Joker B combination steaming oven
59	Eloma Joker B combination steaming oven
60	Zanussi Model 921339 combi oven, s/n P170789/99
61	Williams GEM Model C150 s.c.s. roller fronted refrigerated display cabinet, s/n 091290
62	Refrigerated display cabinet, with plastic curtain
63	2 - Swan vertical domestic fridge freezer
64	Scan frost by AHT CSF 401 chest freezer, s/n 1002210094
65	Precision commercial undercounter stainless steel fridge
66	Hobart Model-AM12 commercial hood dishwasher- 415V, SN 86201172, with stainless steel infeed & outfeed table
67	9 - assorted stainless steel prep benches with undershelves, 2 deep twin bowl stainless steel wash stations, single deep sink bowl stainless steel unit, as lotted
68	5 - square two person dining table - single pedestal

*Available lots in Online Auction closing 20/08/2020 from 12.00 noon:*

69	6 - metal framed with timber back dining chairs
72	2 - Pods of 4 curved desks with matching desk high 3 drawer pedestal
73	3 - Storage file cupboards with timber vertical tambour front
74	25 - Chrome cantilever vinyl covered stacking chairs
75	4 - various operators armchairs
76	2 - occasional low level coffee tables
77	Two piece circular meeting table
78	Pink sofa
79	3 seater black faux leather sofa plus 2 seater faux leather sofa and coffee table
80	Chesterfield type pink fabric 3 seater sofa
81	2 - Pink Fabric armchairs
82	4 - White vinyl top meeting table
83	48 - chrome cantilevered vinyl covered chairs
84	11 - chrome cantilevered blue cloth fabric covered chairs
85	2 - metal H-framed desks
86	8 - chrome legged table - 800mm plus 2, 1200mm
87	Quantity of 69 metal stillages, as lotted
88	Qty of 5 bulk bags of road salt, as lotted
89	Nilfisk Alto Attix Vacuum cleaner (no hose)
91	Hoppecke spare battery in case 6Pzsl840 fits ETZ (A - bay 9)
93	Chloride 72v 50 amps Super charger (No. 13), single phase
96	Quantity spare batteries on pallet (Spares & repairs)
97	Hoppecke spare battery in case 6Pzsl840 fits ETZ (D - bay 8)
98	Varta Charger - 998467 (Marked as faulty)
100	Varta Digital Charger 80 volt 45 amp, s/n 45753/0/0001/06/8
102	3 - 4 wheel platform truck
103	Stillage (in warehouse 1)
104	9 - folding metal cages
105	4 - blue cages on pallets and 1 - blue mobile cage
106	2 - spare batteries for Jungheinrich ETX (in bays R5 & R6)
107	30 - folding cages
108	4 - beech desk with 2 pedestals, 2 wood tambour cupboards and 6 assorted office chairs
109	2 - 15 drawer cabinets and two door cupboard
110	Koolcube M3000C air-conditioning unit, s/n KC-31801
112	Koolcube M3000C air-conditioning unit, s/n KC-31764
113	TP-201CE Banding table, single phase
114	OPTIMAX TMS300 banding table, single phase
115	2 - Modular four leg maple tables
116	Rectangular desk and pedestal
117	2 - Four drawer filing cabinets and 1 - three drawer filing cabinet
118	Remaining contents of office, 1 - desk, 2 - shelves, coat stand and desk pedestals
119	Small round oak table

*Available lots in Online Auction closing 20/08/2020 from 12.00 noon:*

120	Six sided 2 piece meeting table with 4 blue fabric chairs
121	2 seater brown sofa with blue cushion
122	2 seater vinyl black sofa
123	35 - Blue vinyl cantilever stacking chairs
124	2 - Four leg meeting /canteen tables
125	Beech rectangular desk
126	13 - beech four leg meeting tables
127	3 - Four drawer filing cabinets
128	Contents of office to include; round meeting table, 4 - chairs, bookshelf, 2 - double built in pedestal desk, 3 - desk pedestals, 1 - cantilever desks, 2 - chairs
129	Swan SR5078 undercounter refrigerator
130	Six sided 2 piece meeting table
131	Blue steel workbench with under storage
132	9 - Blue four leg stacking chairs
133	2 - Optimax TM530D Banding tables and 1 - TP2010E Banding table (spares & repairs)
134	5 - Wheeled cages
135	Large quantity of Grit Salt ( Approx. 3 full & 2 half pallets, plus 8x builders (ton) bags)

## 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.