# **ONLINE AUCTION**





By order of the Directors of Woodmat Ltd

# Biomass wood pellet production equipment, auxiliary equipment, weighbridge, shipping container, 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 <u>www.lsh.co.uk/mba</u> or <b>BidScotter.co.uk</b>		
AT:	Woodmat Limited, 32 Chilcot Avenue, Brynmenyn Industrial Estate, Bridgend, South Wales, CF32 9RQ		
ON VIEW:	STRICTLY BY APPOINTMENT ONLY - Wednesday 11 <sup>th</sup> November 2020, 10am to 4pm		
BIDDING ENDS:	Thursday 12 <sup>th</sup> November 2020 at 3pm		
CLEARANCE: STRICTLY BY APPOINTMENT ONLY – Wednesday 18 <sup>th</sup> to Tuesday 24 <sup>th</sup> November 2020, 9am – 4pm (excluding weekends)			
	Jason Hall jhall@lsh.co.uk		
FURTHER INFO:	HER INFO:     Adam Marx <u>amarx@lsh.co.uk</u>		
BID ENQUIRIES:	ENQUIRIES: MBA Accounts 023 8046 1643 mbaaccounts@lsh.co.uk		
OFFICE ADDRESS:	FICE ADDRESS: 1st Floor, Tower Wharf, Cheese Lane, Bristol, BS2 0JJ		

### www.lsh.co.uk/mba

The property, plant and machinery specialist

### **NOTICE TO PURCHASERS**

### VIEWING:

• The lots may be viewed as follows: STRICTLY BY APPOINTMENT ONLY - Wednesday 11th November 2020, 10am to 4pm

Please e-mail your viewing appointment request to chicks@lsh.co.uk or telephone +44 (0)7701 313281.

Please note: Only two parties per hour timeslot. Parties, where possible, should inspect individually. Groups of more than two people will not be allowed access to the site at any time. Anyone who arrives without a prior collection appointment will be refused access to the site.

• Located as follows: Woodmat Ltd, 32 Chilcot Avenue, Brynmenyn Industrial Estate, Bridgend, South Wales, CF32 9RQ

### **BIDDING ENDS:**

Bidding will end at: 3pm on Thursday 12<sup>th</sup> November 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 5pm on Friday 13<sup>th</sup> November 2020.

### **INSTRUCTIONS FOR BIDDING:**

- Access for bidding can be obtained through our website <u>www.lshmachinerysales.co.uk</u>
- · 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 10 mins for any bid received thereafter.
- 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 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 'unsubscribed' feature within our website (as above) alternatively please notify our Sales Administration Team <a href="mailto:mbaaccounts@lsh.co.uk">mbaaccounts@lsh.co.uk</a>

### **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 2pm on Friday 20<sup>th</sup> November 2020
- All queries regarding payment should be directed to our Sales Accounts team, <u>mbaaccounts@lsh.co.uk</u>
- 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).
- No cash will be accepted on sites for this sale bank transfers only.

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

### PURCHASERS WHO MAKE OVER THE COUNTER PAYMENTS AT THE BANK <u>WILL</u> HAVE THEIR COLLECTION STALLED UNTIL THE BANK HAVE CONFIRMED IT IS A LEGITIMATE <u>CASH</u> PAYMENT.

#### VALUE ADDED TAX:

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

### DEPOSITS:

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

#### RISK:

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

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

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

### CLEARANCE TERMS AND ARRANGEMENTS

- All lots must be removed between <u>STRICTLY BY APPOINTMENT ONLY</u> Wednesday 18<sup>th</sup> to Tuesday 24<sup>th</sup> November 2020 (excluding weekends).
- The premises will be open from 9.00am to 4.00pm. No further access will be available after this time.

- 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 are no lifting facilities at any of the locations, this will be the responsibility of the buyer
- Lambert Smith Hampton does not undertake packaging, postage, delivery or shipment of goods and the bidder must make his own
   arrangements to comply with the clearance terms
- Clearance of all lots must be undertaken in accordance with Health & Safety at Work Regulations and, where necessary, Construction Design and Management Regulations 1994.
- Risk Assessments and Method Statements (RAMS): If you purchase a lot that requires RAMS to be completed please be aware
  that you will not be permitted access to site to commence collection of ANY of your lots until the required RAMS has been
  completed and reviewed by an LSH representative. If you need access to site during the collection period to review equipment for
  RAMS purposes, or have any further questions please contact Adam Marx, <u>amarx@lsh.co.uk</u>.
- 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 Coordinator, Elaine Allan [eallan@lsh.co.uk]

Overseas purchasers will be required to provide details of :

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

#### Please also ensure that:

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

#### Please Note:

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

#### VAT on Goods Destined for Export:

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

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

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

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

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

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

### **PAYMENT DETAILS**

- Purchasers should note that GOODS MAY ONLY BE REMOVED FROM SITE UPON RECEIPT OF PAYMENT IN FULL IN <u>CLEARED FUNDS</u>
- For the avoidance of doubt, <u>CLEARED FUNDS</u> is:

Telegraphic Transfer / BACS [see note 2]

### Credit / Debit cards / Cash / Bankers Drafts / Cheques CANNOT be accepted

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

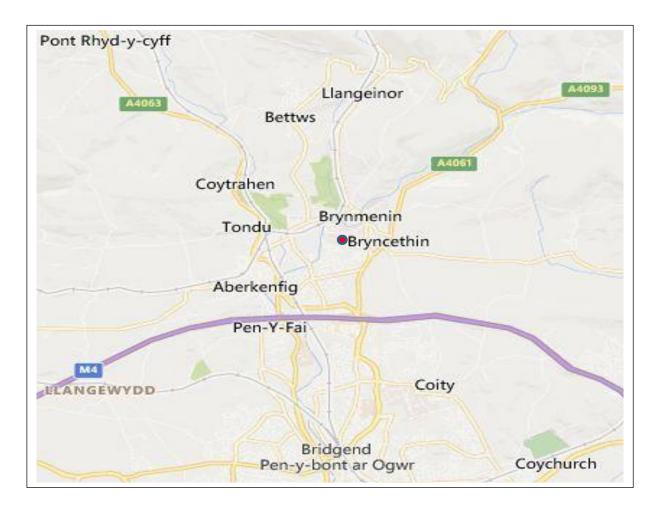
(1) <b>CASH</b>	<ul> <li>Lambert Smith Hampton (LSH) operates within the guidelines in respect of Money Laundering as set out in the Proceeds of Crime Act 2002.</li> <li>In this instance onsite NO cash payments will be accepted on site</li> </ul>
(2) Telegraphic Transfers / BACS payments	<ul> <li>Purchasers 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</li> <li>Telegraphic payments : up to 24hrs</li> <li>BACS payments : 3 day</li> <li>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</li> </ul>

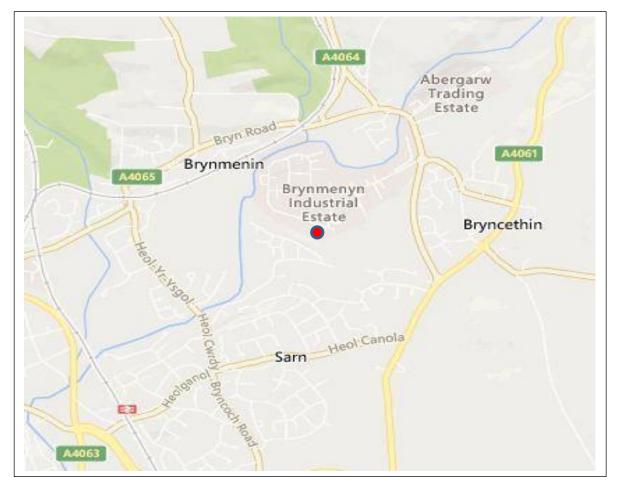
### **MONEY LAUNDERING REGULATIONS**

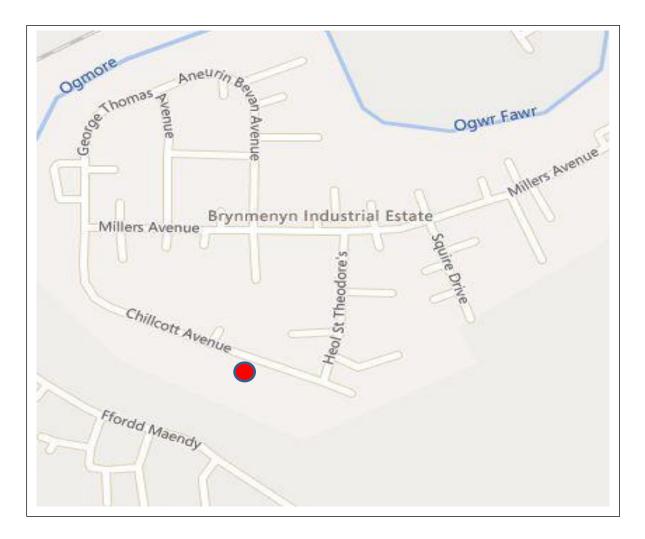
Services provided by Lambert Smith Hampton in relation to the sale of assets fall under the Proceeds of Crime Act 2002. Accordingly we have put in place policies and procedures which are designed to prevent, forestall and identify acts of money laundering.

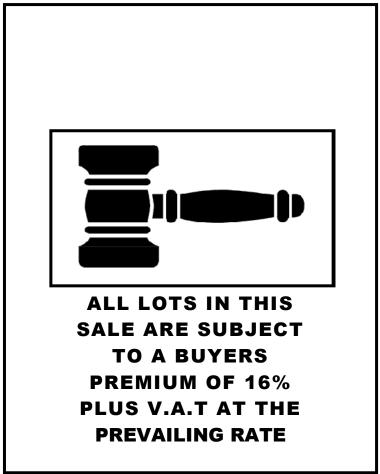
Lambert Smith Hampton will not accept transactions in cash which exceed £7,000 under any circumstances and Lambert Smith Hampton will take any action necessary to ensure that it does not contravene its obligations under the Money Laundering Regulations 2017. In the event that a purchaser entering into 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









1	Steel framed 8.8m length wood chip loading bin/hopper, with approx. 3.8m length side fitted screw conveyor and gantry step access
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.**
	AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
2	American Pulverizer Co, model 30x16WH pulveriser/hammer mill/ring mill, serial no: 8082
	<ul> <li>Please note wall will need to be removed to provide egress of this lot at the expense of the purchaser</li> </ul>
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.**
	AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
3	Unnamed horizontal auger screw conveyor, approx. 6m length x 300mm dia
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.**
	AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
4	PST V8-360 vertical auger screw conveyor, approx. 9.6m height x 350mm dia, serial no: 0923B11 (2009), weight 495kg
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. **
	AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
5	PST V8-420 vertical auger screw conveyor, approx. 9.6m height x 400mm dia, serial no: 1022 U25 (2010), weight 1210kg
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge
	disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221

6	Master Magnet Limited metal separator of ferrous/non-ferrous, model E5100/Feeder/14PD7RE/control, serial no: 20142143 (2009) with belt convoy, approx. 2100 x 1200mm and outfeed chute mounted on self-contained slide (belt currently broken) and metal reject chute
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.**
	AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
7	Unnamed elevating auger screw conveyor, approx. 4.5m x 350mm
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
8	Brucks SH5/3 30mm diameter screening plant, serial no: 105, order no: 19227-10 (2009), max 1500kg, 2500mm width x 2200mm height, 8 rung ladder access to 700mm x 2900mm gantry and support framework
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
9	Unnamed elevating auger screw conveyor, approx. 9.8m x 350mm dia
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. ** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
10	Unnamed elevating auger screw conveyor, approx. 5m length
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. ** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221

11	Steel framed stepped gantry access steps and platforms, approx. 8m x 4m and 1m x 12m
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
12	PST V-500 horizontal auger screw conveyor, serial no: 1050B01 (2011), length 8m x 500mm dia, weight 1255kg
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
13	PST vertical auger screw conveyor, model & serial no. too high to read, height approx. 8m x 500mm dia
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
14	Unnamed elevating auger screw conveyor, make, model & serial no. too high to read, length approx. 6.5m x 500mm dia, with drop chute
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
15	Alvan Blanche SPD26500 continuous flow conveyor dryer, serial no: 12/21350, installed 2012, with front end loading grain feed hopper, twin level conveyor, approx. 10m, with agitators, gas fired burner, product levelling spinni, cooling fans, smoke detection, temperature detection, discharge agitator, 2000kg per hour, approx. 16m x 6.5m x 5.5m
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221

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16	Steel framed skid mounted water pump system, to include 2 Armstrong fire pumps, two water receiver tanks and associated pipework etc.
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17	Enduramaxx 19,000 litre water holding tank
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
18	Enduramaxx 19,000 litre water holding tank
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
19	Unnamed vertical auger screw conveyor, make, model & serial no. too high to read, approx. height 10.2m x 500mm dia
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
20	Unnamed elevating auger screw conveyor, make, model & serial no. too high to read, length approx. 15m x 500mm dia
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise
	<i>this service please contact info@aet-transport.com or 01202</i> 632221
21	

22	PST V8420 vertical auger screw conveyor, height approx. 8m x 400mm dia, serial no: 1031U16 (2010), weight 1130kg
	<ul> <li>located on mezzanine floor</li> </ul>
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
23	PST U.420 horizontal auger screw conveyor, length 9.8m x 500mm dia, serial no: 1119K03 (2011), weight 1250kg
	<ul> <li>located on mezzanine floor</li> </ul>
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.**
	AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
24	Fike FlamQuench 11 flameless explosion venting, part no:
	91200000, lot no: 1128613, size 400 x 500mm
	– located on mezzanine floor
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal
	work commencing on this lot.**
	AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
25	Rembe Q-Box-11 explosion vent, serial no: QB101002, size 305 x 610mm
	- located on mezzanine floor
	**A work Method Statement and Risk Assessment must be
	reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.**
	AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
26	Andritz Feed Biofuels Multi 1000B hammer mill, serial no: 131997754 (2010), project def P-19-810268, with infeed hopper and Guthridge 2m length horizontal screw conveyor and 11 stepped ladder access to gantry and control panel – Please note wall will need to be removed to provide egress of this lot at the expense of the purchaser
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221

27	Andritz Feed & Biofuels Multi 1000B hammer mill, serial no: 131498904/ 200 (2008), spec no: C-63-802533, control panel, gantry surround, no steps – Please note wall will need to be removed to provide egress of this lot at the expense of the purchaser **A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
28	Antritz Sprout Jesma EFF64/2400WB reverse jet cyclone, serial no: 13199848 (2010), with two Rembe explosive vents and supporting gantry, approx. 6m height x 2000mm dia, gantry approx. 2.3 x 2.3m **A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. ** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
29	Andritz Sprout Rotostar 6000 rotary valve, serial no: 131251347 (2010) **A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
30	Unnamed industrial fan, motor and associated ducting to nearest join, 1100mm dia **A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
31	Antritz Sprout Jesma EFF64/2400WB reverse jet cyclone, material no: 132084975, project def D-19.812481 (2011), gantry approx. 1.65 x 1.65m **A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221

32	Andritz Sprout Rotostar 6000 rotary valve, material no: 201800160 (2011), project def P-19-812481
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal
	work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
33	Unnamed industrial fan, motor with associated ducting to nearest join, 900mm dia
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
34	Gutridge 273720 C32B elevating chain conveyor (09/04), length 7m x width 480mm
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. **
	AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
35	Ledley Engineering ventilation chamber with Fike Flan Quench 11 explosion isolation vent
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
36	Gutridge 273722 C33A chain conveyor (09/04), length 1050mm x width 480mm
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal
	work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
37	Unnamed cyclone, approx. 4m height x 1500mm dia, with Fike Flame Quench 11 explosion isolation vent, with 4B elevator rotolevel indicator, Denon AL250 14697 testing house system, date 11/95, and framed gantry approx. 3.6 x 2.6m
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202
	Woodmat Limited

	632221
38	Kiekens industrial motorised fan, make & model cannot see, approx. dia 1500mm, and associated 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.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
39	Guthridge 273721 C33B flight chain conveyor (09/04), length 4.4m x width 500mm
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
40	Unnamed bucket elevator, approx. 8m height, with 4 fitted Fike Ele-Quench flameless explosion vents, and a Master Magnets Ltd PP2 Mag magnet, serial no: 21403 (2011)
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
41	Unnamed approx. 14m stepped transfer conveyor, mounted on approx. 20m gantry platform, with ladder access with fitted underfloor lighting
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
42	Sprout Matador DS250WP dual feeder screws with feed hopper, approx. 2m length
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
43	Andritz Sprout CM901-M30 pre-treatment conditioner, ID no. and year unknown
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge
	Weedmet Limited

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	disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
44	Sprout Matador PM30 pellet mill, mounted on stand with control panel, ID no. 035882, spec no. 0117767 (2001), item no. 98
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
45	Andritz Sprout DS250WP dual feeder screws, 2m length
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
46	Andritz Sprout CM901-M30 pre-treatment conditioner, ID no. 131480340/801 (2008)
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
47	Andritz Sprout PM30 pellet mill, ID no. 131480338/212, spec no. C-63-802463 (2008), mounted on stand with control panel
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
48	Andritz Feed & Biofuels flight chain conveyor, approx. 12m length x 400mm width
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
49	Ledley Engineering 2.5 x 2m slatted cooling chamber with release silo
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise

<i>this service please contact info@aet-transport.com or 01202</i> 632221
Unnamed flight chain conveyor, approx. 6.5m x 480mm width
**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.**
AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
Unnamed bucket elevator, approx. 8m height, with 4 fitted Fike Ele-Quench flameless explosion vents
**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202
632221
Andritz Sprout MT25D screen, machine no. CM3011/1 (2007), with outfeed silo and drop chute
**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
Unnamed vibrating screen with outfeed silo and drop chute
**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
Perry Grain Handling, approx. 20m x 300mm auger screw conveyor
**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. ** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
Unnamed transfer belt conveyor, approx. 23m x 300mm
**A work Method Statement and Risk Assessment must be
reviewed and approved by the Auctioneer prior to any removal
work commencing on this lot.**
AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221

56	Unnamed bucket elevator with 2 fitted Fike Flameless explosion vents, approx. 6m height
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
57	AP Engineering steel framed triple bin feed silos, with ram driven outlet feed, approx. bin dimensions 6m x 3m x 10m height with control panel
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
58	Simin Barran CF7 triple roller crumber, 1100mm dia, order no. M60956/01 (9/85), with outfeed chute
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
59	HK Process Measurement steel framed silo feed weigh scale with digital control, model System 2X, serial no: 130812, max cap. 1500kg, dimensions 1500 x 1500 x 3200mm
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
60	Libra/Sensacor surface mounted w/b a/g SC20 vehicle weighbridge, serial no: 8197, 15m length, capacity 50,000kg, electronic digital read out
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221

61	Fulton 60J gas operated steam boiler system, serial no: F1011924B/25 (2008), max rating 60kw, Fulton sample cooler, Fulton buffer tank, chemical dosage and water softener meter, mounted on steel frame - – Please note wall will need to be removed to provide egress of this lot at the expense of the purchaser
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
62	Flextank 2000 gallon plastic fuel tank
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
63	Grecon skid mounted water control system, with holding tank, Reflex 300 litre water tank and trace heating control panel
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
64	Twin Heat M20i/A2 stoker plant heating system, serial no: 2a/4a, no. 4685/4429 (2009), operating pressure 2.5 bar, operating temp. 65 - 85° C, output range pellet: 7.9 - 29kw, Chp: 5.8 - 23kw, grain: 5.1 - 23kw, with twin heat TH2006 O2 calculator
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
65	Two steel framed pellet bins, fork lift mounting, 1250 x 900mm
66	Two Mist Air dust suppression systems, with six wall/ceiling suspended /mounted sprinkler heads
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221

67	Eco Air A10 packaged air compressor mounted on air receiver, serial no: 214491 (2001), max bar 8.0, with chill and 2 x HPC filters
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
68	Unnamed 181 mig welding set (please note: working order unknown)
69	RCM Atom 24v floor sweeper & charger
70	SPE Vac 316-1 industrial vacuum, 110v, serial no: 00827
71	Contents of two store rooms to include belts, screen chains, bolts, adjusting nuts, picking bins, storage racks, nuts, bolts, screws, etc.
72	Tekpro NHP100 Holmen pellet durability tester, serial no: 1040/1/1
73	AND MS-70 moisture analyser, 0.001% / max 71g, serial no: P1014150
74	Twin bottle gas trolley
75	Mobile twin level safety steps/access gantry
76	Large quantity of assorted 1000kg dumpy bags
77	Assortment of spades & scrapers
78	Four concrete space partition blocks, 1200 x 2500mm
79	Zarges 6 rung aluminium step ladder
80	Ladders online 9 rung triple extension ladder
81	Two bays of orange & grey adjustable pallet racking, 2800 x 900 x 3700mm
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
82	Candex PM30 6x100 67mm dies for PM30 pellet mill
83	Candex PM30 6x100 67mm dies for PM30 pellet mill
84	Candex PM30 6x100 67mm dies for PM30 pellet mill
85	Six packaged Andritz Feed & Biofuels spares
86	Three boxes of PST wear line for conveyors
87	Mobile steel framed transport trolley
88	Mobile steel framed transport trolley

89	Andritz Feed & Biofuels wear ring for main shaft and associated shelf of spares
90	Two Poly IBC pallet buckets
91	Five concrete space partition blocks, 1200 x 2500mm
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
92	Five concrete space partition blocks, 1200 x 2500mm
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
93	Five concrete space partition blocks, 1200 x 2500mm
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot. ** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
94	40ft export type shipping container and contents (please note: heavily damaged with various dents and holes)
	**A work Method Statement and Risk Assessment must be reviewed and approved by the Auctioneer prior to any removal work commencing on this lot.** AET Transport have been to site to view the assets to gauge disconnection and lift out requirements, should you wish to utilise this service please contact info@aet-transport.com or 01202 632221
95	Forklift mounting barrel lift attachment
96	Two Exotek FMG300 wood chip moisture meters
97	Light wood effect 4 table boardroom table
98	Ten light wood framed blue cloth upholstered static armchairs
99	Polycom Sound Station 2 conferencing system, serial no: OJOA1220094
100	Wall mounted projector screen
101	Two light wood twin door cabinets
102	Tripod flipchart and office fan, 2 wall mounted pictures
103	LEC undercounter refrigerator and Igenix kettle
104	Light wood desk, two light wood blue cloth upholstered static armchairs, blue cloth upholstered swivel armchair, office fan, light wood 4 shelf unit, Toshiba telephone and wall mounted picture

405	Foundation of the design of the large standard design of
105	Fourteen single door personnel lockers, wooden slatted bench seat and APC Back UPS
106	Twin sliding door cabinet
107	Three leopard print light wood static armchairs and light wood table
108	Hanns-G wall mounted monitor and a digital weather reader
109	Samsung SCX-4623FN printer, HP Laserjet CP1525NW colour printer
110	Unnamed computer system, Asus flat screen monitor, keyboard, stand and Toshiba telephone handset
111	Unnamed computer system, Asus flat screen monitor, keyboard, and Toshiba telephone handset
112	Time Precision T-P Automatic time record clock and card stock
113	Three light wood desks, black leather effect swivel armchair and black cloth upholstered swivel chair, light wood 2-drawer pedestal
114	Two light wood office desks, two black leather effect swivel armchairs, light wood 2-drawer pedestal
115	Two metal 4-drawer filing cabinets
116	Twin sliding door office filing cabinet
117	3-drawer filing cabinet
118	Steel twin door filing cabinet
119	Bisley twin sliding door half height office filing cabinet, light wood bookcase
120	Contents of canteen to include: Kenwood toaster, microwave, two undercounter refrigerators, waste bin, two light wood tables, five plastic 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 <u>Insurance:</u> 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 <u>Title:</u> 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 partpaid 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:-

- 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
- 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 WorkAct 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 positing. If any written notice is delivered by hand, it shall be treated as having been received at that time. Any notice sent to the Auctioneer's 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.