

**ONLINE AUCTION**

Instructed by the Directors of Edward Marsden Limited following the Closure of their  
Manufacturing Facility

# **Contents of a Printing Ink Manufacturer**

- Viewing:** Thursday 14 November 2019 – 11am 'til 3pm
- Location:** Precision House, Ring Road, Seacroft, Leeds, LS14 1NH
- Bidding Ends:** From 12 noon, Friday 15 November 2019  
(Subject to Bid Extension Rule and Client Approval)
- Buyers Premium:** 15% + VAT

**Printed Catalogue not Available on View Day**

## KEY NOTES FOR PROSPECTIVE PURCHASERS

All goods are offered subject to our usual TERMS AND CONDITIONS OF SALE stated within the catalogue.

The descriptions and quantities stated in this catalogue, together with comments made by the Auctioneer in respect of any lots, are offered as guidelines only.

Neither ourselves, as Agents, nor our principals, offer or imply any warranties or guarantees over the goods on offer. Interested parties must satisfy themselves as to the overall condition of goods on offer and should also ensure they meet all current legal regulations, statutes and legislations.

### View/Sale & Release Days

The photograph provided constitutes the content of the Lot, however it is the responsibility of interested parties to satisfy themselves on the garment condition and accuracy of description. The Agent may be prepared to consider returns only when the image does not represent the Lot and this is raised prior to the Lot being removed from site.

Neither ourselves, as Agents, nor our principals, offer or imply any warranties or guarantees over the goods on offer. Were any obvious damage exists, it is detailed within the Lot description however interested parties must satisfy themselves as to the overall condition of the goods on offer.

Persons attend the Site and Premises where the goods are situated at their own risk and, to the extent permitted by law, neither the Seller nor the Agent will be individually or collectively responsible for any loss or damage howsoever occasioned to any person or property which may be present on the premises for any purpose whatsoever where the goods are located.

Interested parties are entering a former operational facility with potential hazards. It is the visiting party's(ies) responsibility to assess the environment and act prudently on their own assessment of the risks. Access to the sites and buildings are allowed on the understanding that all parties attend entirely at their own risk.

Walker Singleton (Asset Management) Limited is committed to ensure the Health & Safety of its staff, clients and visitors. All parties should familiarise themselves on the location of all fire exits/evacuation routes. Children under the age of 16 are not allowed on the site.

### Online Auction Sale – Submission of Bids

Bidding will end from **12 noon, Friday 15<sup>th</sup> November 2019**. All Lots are subject to the auto bid extension rule, as defined in our Terms and Conditions of Sale.

A Buyers Premium of 15% will be added to the hammer price. VAT at the appropriate rate will be added to the hammer price and the Buyer's Premium of ALL Lots.

All final bids will be considered prior to acceptance; submitting the highest bid does not guarantee purchase – The client and Walker Singleton, in their capacity as agent, reserve the right to reject any bid at their discretion.

Successful bidders will receive an email attaching their invoice together with payment and collection details.

### Payment

#### All invoices must be settled by close of Business, Tuesday 19<sup>th</sup> November 2019

CHAPS Payment - Preferred method of payment. Our bank details are as follows:

<b>Account Name:</b>	<b>Walker Singleton (Asset Management) Clients Account</b>
<b>Account No.:</b>	<b>17712424</b>
<b>Sort Code:</b>	<b>05-04-49</b>
<b>Bank:</b>	<b>Yorkshire Bank Plc.</b>
<b>IBAN Code:</b>	<b>GB 47 York 05044917712424 BIC YORK GB 21449</b>
<b>SWIFT Code:</b>	<b>York GB 22</b>

**Please quote Bidder Name, Invoice Number and sale number 1825.**

Banker's Draft - Drafts should be made payable to Walker Singleton.

The Auctioneer does not regard a "Letter of Credit" (LC's) as a valid form of Payment.

No lots may be transferred from the name under which they were bought.

### **Clearance of Goods**

Clearance of Goods cannot commence until payment is made in full and the Health & Safety provided to all buyers is completed and returned.

Collection is strictly on an Appointment Basis, all goods must be cleared by **4pm, Friday 22<sup>nd</sup> November 2019.**

It is the responsibility of the purchaser to provide their own manpower, handling equipment and transport. Due to the insurance liability, the overhead crane cannot be used for the loading of any Lots purchased from within this auction sale.

As per our Terms and Conditions of Sale, we recommend all parties attend the view day and inspect the Lots and their location within the property.

<b>Lot</b>	<b>Description</b>
1	YALE Model GLP30TFE2295 Triple Mast LPG Fork Lift Truck; Capacity: 2770kgs; Year: 1999; Serial Number: A875B03110W; Hours: 4130 (Note: The Sale of the Fork Lift Truck is Conditional on it remaining onsite to assist with the removal of the Assets, and will be made available for collection on 29th November)
2	Model EMS-E/2500 Semi-Electric Pedestrian Stacker; Serial Number: D07070496; Capacity: 1000kgs; Max Stack Height: 2500mm; Fork Length: 1150mm
3	RECORD Model 1150/540 High Lift Pallet Truck; Capacity: 1000kgs, Serial Number: 604341
4	YALE Model HP2-3E Pallet Truck; Serial Number B840E05054C
5	Pallet Truck; Capacity: 1000kgs
6	LIFT-EZI Model EL1125 Drum Lift; Capacity: 125kgs; Serial Number R25611; Year: 2011
7	Four Wheel Heavy Duty Cart; Dimensions: 1200 x 700mm
8	Banding Station with Tensioner
9	4 Boxes of 2 x SJC 1000m Banding Strap, 12 Rolls of 400mm Shrink Wrap and a Quantity of Document Envelopes
10	Grey Double Door Flammable Material Storage Cabinet (1000mm high x 900mm wide x 450mm deep) and a Three Tier Timber Cabinet (1100mm high x 450mm deep)
11	1 x Five Drawer and 2 x Four Drawer Filing Cabinets
12	Remaining Contents to Loading Area to include Benches, Timber Shelving, Desks and a Section of Slot-in Pallet Racking (Note: Excludes the Computer, Monitor and Printer)
13	HITEMA Series CHP Package Water Chiller
14	RUSSELL FINEX Model 16350 Vibratory Sieve; Serial Number: T2795; Year: 2007
15	MARCHANT Triple Roll Mill with Sloping Table; Dimensions: 150mm (D) x 400mm (F), Overall 1000mm x 1200mm x 1100mm (H)
16	Wall Mounted Motorised Extraction Fan with Fume Hood and Flexible Positioner
17	RUSSELL FINEX Model 27400 Vibratory Sieve on Mobile Trolley; Serial Number: CF204; Year: 1999
18	UWE Model ATM60 Electronic Scales; Capacity: Max 60kgs x Min 400g
19	Extraction Ducting Throughout Mixing Room to include External Motor; Excludes the Flexible Hosing and Hoods (Note: External Opening Through Northern Light Window to be Made Good)
20	3 x Mixing Tables to Mixing Room (Dimensions: 1850mm x 950mm x 1000mm, 1100mm x 600mm x 760mm, 1100mm x 800mm x 760mm) a Six Drawer Plan Chest (Dimensions: 1000mm x 800mm x 760mm) and a 3 Tier Shelving Unit
21	SOLVENT Storage Box (Dimensions: 700mm x 500mm x 800mm) and a HOZELOCK Reel Hose Pipe
22	4 x Drum Stands (Dimensions: 900mm deep x 550mm wide x 400mm high)
23	4 x Personnel Lockers (Dimensions: 1800mm high x 310mm x 350mm)
24	4 x Personnel Lockers (Dimensions: 1800mm high x 310mm x 350mm)
25	CHALLENGE Model NDY-2000WPFT Electric Oil Filled Heater
26	HELMSMAN 10 Compartment Overall Dispenser and HELMSMAN Overall Collector (Dimensions: 1800mm x 450mm x 800mm)
27	5 x Personnel Lockers (Dimensions: 1800mm x 300mm x 350mm)
28	2 x Bays of Slot-in Pallet Racking; Metal Cupboard; Five Drawer Filing Cabinet and Six Shelf Unit, plus Contents of Racking and Cabinets
29	BISLEY Two Door Four Shelf Metal Filing Cabinet (Dimensions: 1800mm x 450mm x 900mm)
30	Floor Mounted Paddle Mixer (Dimensions: 800mm x 900mm x 1900mm high)
31	COOL TECHNOLOGY Model EW286-1 Vertical Air Receiving Tank; Serial Number: B111158

<b>Lot</b>	<b>Description</b>
32	HYDROVANE 23 Model 02907-200 Rotary Vane Compressor; Serial Number: 880233HV
33	60kgs Ink Mixer
34	BUSCH 20kgs Ink Mixer
35	60kgs Ink Mixer
36	Steel Mixing Table (Dimensions: 1300mm wide x 600mm deep x 940mm high)
37	MILLERSHIP Vortex Mixer; Serial Number: 3807AS/M
38	BENDALL Triple Roll Mill with Sloping Table; Dimensions: 120mm (D) x 300mm (F), Overall 1,100mm x 800mm x 1,200mm (H)
39	Ink Mixing Tables (Dimensions: 760mm x 760mm x 780mm & 1850mm x 940mm x 1000mm)
40	No Lot
41	Galvanised Top Mixing Table (Dimensions: 1850mm x 940mm x 1000mm)
42	Galvanised Top Mixing Table (Dimensions: 1800mm x 1000mm x 750mm)
43	Platform Weighing Scales; Capacity: 50kgs
44	No Lot
45	No Lot
46	KEENOMIX Planetary Paddle Mixer; Machine Number: 4316
47	KEENOMIX Planetary Paddle Mixer; Machine Number: N/A
48	KEENOMIX Planetary Paddle Mixer; Machine Number: 5196
49	KEENOMIX Planetary Paddle Mixer; Machine Number: 4643
50	KEENOMIX Planetary Paddle Mixer; Machine Number: 849 (Note: Decommissioned - No Motor)
51	PARSONS PRECISION Platform Scales; Capacity: 250kgs x 500g; Tare: 125kgs; Platform Size: 830mm x 900mm
52	FILTEX FX100 Auto Shake Dust Extractor; Dimensions: 1000mm x 1200mm x 2200mm (H); Serial Number: 10443 (Note: Excludes Ducting)
53	VISHAY VT200 Floor Mounted Electronic Scales; Capacity: Max 600KG, Min 2KG
54	COX Type 650 Power Blender; Serial Number: C2631
55	BUHLER Type 10060132 Triple Roll Mill
56	COX Press Out; Serial Number: D257
57	No Lot
58	No Lot
59	No Lot
60	MOUNT PACKAGING SYSTEMS Pneumatic Cartridge Bunging Machine
61	MOUNT Pneumatic Content Extractor
62	IMPAX IM201-24 2HP 115PSI Mobile Compressor (240v)
63	SALTER Bench Scales; Capacity: 50kgs x 200g
64	SALTER Bench Scales; Capacity: 50kgs x 200g
65	EXCELL PH Electronic Scales; Serial Number: CPW00057
66	Electric Drum Warmer
67	VÖGELE Type PY3306 Flatbed Potting Mill; Dimensions: 300mm (D) x 600mm (Face); Serial Number: 713093
68	MARCHANT Triple Roll Mill; Serial Number: A/A; Dimensions: 250mm (D) x 500mm (Face);
69	BASF Paddle Mixer
70	HOBART Model AE125 Paddle Mixer; Serial Number: 1282796
71	EUROSTAR Labortechnik Digital Sample Mixer

<b>Lot</b>	<b>Description</b>
72	No Lot
73	No Lot
74	No Lot
75	Entire Ducting Throughout Main Production Floor to include Hoods Over Lots 66/67 and Ducting to Rear of KEENOMIX Mixers (Note: External Opening to North Light to be Re-instated)
76	HITEMA ECF-ECFS Code FC01 Roof Mounted Packaged Water Chiller
77	10 Bays of Pallet Racking to include Bays at 2600mm (W) x 900mm (D) x 2700mm (H)
78	14 Bays of Pallet Racking to include Bays at 2650mm (W) x 900mm (D) x 2700mm (H)
79	7 Bays of Light Weight Pallet Racking to include 5 Bays at 2800mm (W) x 900mm (D) x 2700mm (H) and 2 Bays at 1800mm (W) x 900mm (D) x 2700mm (H)
80	7 Bays of Pallet Racking to include 4 Bays at 2600mm (W) x 900mm (D) x 2700mm (H) and 3 Bays at 2700mm (W) x 900mm (D) x 2700mm (H)
81	ROLL HANDLING Seven Tread Warehouse Steps
82	Five Tread Warehouse Steps
83	Four Tread Warehouse Steps
84	Four Tread Warehouse Steps
85	Four Wheel Heavy Duty Cart (1000mm x 600mm)
86	Approximately 180 Various Containers of Finished Printing Inks in Various Colours (located to 3 Bays of Racking)
87	Approximately 9000 PAL Polythene Overshoes; Size: Large; Colour: Blue
88	Quantity of Various Sized Printing Blankets
89	No Lot
90	BK Drying Recorder Unit
91	WALLACE Petra Rub Tester; Serial Number: C6523/2
92	UV Curing Rig to include New UV Lamp
93	DUNCAN & LYNCH Proofing Press and Quantity of Proofing Rollers
94	VERIVIDE SBS120-1 Colour Matching Light Box; Hours: 49,249
95	TESTPRINT BV Type: EC/HFC90-15-44 Tack-o-Scope
96	SILVERSON Model L2R Laboratory Mixer; Serial Number: L2R3974
97	Laboratory Oven; Max Temp: 240 degrees
98	Light Box and Various Types of Lamps
99	GRETAGMACBETH Type eye-one UV art Spectrophotometer; Serial Number; 3.278-203967 with AMILO Pro Laptop Computer
100	2 x SHEEN 0-25um and 1 x SHEEN 0-100um Grinding Gauges, plus 2 x New Blades
101	Viscometer Stand with 2 x Boxed SHEEN ASTM D5125 Flow Cups and two others
102	DINO-LITE Digital Microscope
103	2 x Swing Batch Labellers to include 40 x Rolls of Batch Labels
104	DIGITRON Model EX19IICT4 Digital Thermometer and Probe
105	Approximately 20 HM SLATER Venture Scrapers, Applicators and Knives
106	3 x Four Drawer Filing Cabinets (Note: Contents not included)
107	Antique 33 Drawer Wooden Sample Storage Unit; Dimensions: 1200mm high x 660mm deep x 660mm wide (Note: Contents not included)
108	5 x BISLEY Ten Drawer Multi Drawer Cabinets (Note: Contents not included)
109	5 x BISLEY Ten Drawer Multi Drawer Cabinets (Note: Contents not included)

<b>Lot</b>	<b>Description</b>
110	3 x Four Drawer Plan Chests and a BISLEY Ten Drawer Multi Drawer Cabinet (Note: Contents not included)
111	2 x Four Drawer Plan Chests, 1 x 18 Drawer Multi Drawer Cabinet and 1 x 8 Drawer Multi Drawer Cabinet (Note: Contents not included)
112	2 x Four Drawer Filing Cabinets (Note: Contents not included)
113	Six Drawer Plan Chest (Note: Contents not included)
114	Light Oak Left Hand and Right Hand Curved Workstations (1800mm x 1200mm); Light Oak Three Drawer Desk High Pedestal; Light Oak Low Four Door Cupboard (1800mm x 450mm) and 3 x Light Oak Workstations (1600mm x 750mm) (Note: Excludes the IT Equipment)
115	Remaining Contents of Laboratory Furniture to include 2 x Metal Framed Proofing Table and 5 x Wooden Laboratory Work Benches (Note: Excludes the Roller Shelf Unit and Contents of Cupboards)
116	2 x Four Drawer Grey Metal Filing Cabinets
117	Contents of Office to include 1 x Light Oak Left Hand Curved Workstation (1600mm x 1200mm); Light Oak Computer Table; Light Oak Three Drawer Desk High Pedestal; Black Upholstered Operators Chair; 2 x Light Oak Workstations (1400mm x 800mm); 2 x Green Upholstered and 3 x Orange Upholstered Operators Chairs; 2 x Light Oak Workstations; 3 x Light Oak Shelving Units; Small Table and Hat & Coat Stand
118	3 x VICKERS Four Drawer Filing Cabinets (Note: Excludes the Computers and IT Equipment)
119	Contents of Two Offices to include 3 x Beech Right Hand and 1 x Beech Left Hand Curved Workstations (1600mm x 800mm); 4 x Beech Three Drawer Desk High Pedestals; Light Oak Computer Table; 2 x Beech Four Shelf Bookcases; 1 x Sapele Office Table (1800mm x 750mm); 3 x Black Upholstered Operators Chair and 4 x Blue Upholstered Reception Chairs (Note: Excludes the Computers and IT Equipment)
120	Mahogany Antique 36 Drawer Storage Unit (1500mm x 1100mm x 350mm)
121	No Lot
122	No Lot
123	OKI C5600 Laser Printer
124	HEWLETT PACKARD ProDesk Core i3 Computer with Monitor and Keyboard
125	BROTHER MFC 8460W Multi Function Printer
126	HEWLETT PACKARD ProDesk Core i3 Computer with Monitor and Keyboard
127	HEWLETT PACKARD LaserJet Pro 400 M401dn Laser Printer
128	HEWLETT PACKARD ProDesk Core i3 Computer with Monitor and Keyboard
129	BROTHER HL-5450dn Laser Printer
130	HEWLETT PACKARD ProDesk Core i3 Computer with Monitor and Keyboard
131	HEWLETT PACKARD ProDesk Core i3 Computer with Monitor and Keyboard
132	OKI C330dn Laser Printer
133	HEWLETT PACKARD ProDesk Core i3 Computer with Monitor and Keyboard
134	HEWLETT PACKARD ProDesk Core i3 Computer with Monitor and Keyboard
135	HEWLETT PACKARD ProDesk Core i3 Computer with Monitor and Keyboard
136	ZEBRA Z4M Label Printer; Serial Number: 3321609
137	BROTHER Fax-1200P Fax Machine
138	BROTHER MFC5490CN Multi Function Printer
139	HEWLETT PACKARD Proliant ML350 Intel Xeon Server
140	APC Smart UPS 1000 Backup Supply

## Terms and Conditions of Sale

The following Conditions of Sale will apply to the sale of all Goods offered for sale.

### 1. Interpretation

1.1. In these General Conditions the following words and expressions shall have the stated meanings:

"Auction" any sale of assets undertaken by the Auctioneer, whether a Live or Online Auction, Tender or Private Treaty Sale, undertaken independently or cooperatively with other Auctioneers or Vendors, conducted pursuant to these General Conditions and the Special Conditions relating to a specific disposal;

Auction Types:

"Live Auction" a real-time auction conducted at a Location or at such other location(s) as shall be notified by the Company in the Catalogue and pursuant to these General Conditions and the Special Conditions;

"Online Auction" an auction conducted over the internet via the Website pursuant to these General Conditions and the Special Conditions;

"Tender" a process of written bids submitted to the Company within a deadline as specified in the catalogue and pursuant to these General Conditions and the Special Conditions;

"Private Treaty" a negotiated sale between the Company and Bidder pursuant to these General Conditions and the Special Conditions;

"Auctioneer" the person conducting the Auction or to whom the conduct of the Auction is delegated under General Condition 4.9 below;

"Bidder" any person who offers to purchase any Lot by bidding at Auction;

"Bid" an offer to purchase any Lot or item at Auction;

"Buyer" any person who agrees to purchase any Lot at Auction and as determined under General condition 4.12 below;

"Buyer's Premium" a commission payable by the Buyer on the completion of a Sale the amount of which is set out in the Special Conditions.

"Catalogue" the written record detailing lots and incorporating these General Conditions and the Special Conditions;

"Clearance Date and Time" the date and time on which all Lots must be removed by the Buyer from the Location as specified in the Special Conditions;

"The Company" Walker Singleton (Asset Management) Limited (company number 3350897) whose registered office is at Property House, Lister Lane, Halifax, HX1 5AS;

"Deposit" the sum payable, if stipulated, by the Buyer to the Company as set out in the Special Conditions;

"Location" the premises at which the Lots are located, details of which are set out in the Special Conditions;

"Lot" any numerically identified item described in the Catalogue, on the Website or on the Company's invoice;

"Sale" the sale of any Lot by Auction and as determined under General Condition 4.11 below;

"Seller" the person upon whose instructions the Company is conducting the Sale;

"Special Conditions" any additional factors, beyond these General Conditions, specific to the Sale which are set out or referred to in the Catalogue, announced at Auction or otherwise specified by the Company;

"Website" the website at: [www.walkersingleton.co.uk](http://www.walkersingleton.co.uk);



"VAT" value added tax chargeable under English Law for the time being and any similar additional tax.

## **2. Application of General Conditions**

2.1. These General Conditions apply to every Sale of Machinery and Business Assets conducted by the Company.

2.2. These General Conditions, the Special Conditions and any terms set out in the Catalogue shall together comprise the "Conditions of Sale".

2.3. To the extent that these General Conditions are inconsistent with any Special Conditions, the General Conditions shall prevail.

2.4. Bidding for any Lot shall be deemed to be an acceptance by the Bidder of these General Conditions and the Special Conditions.

2.5. These General Conditions shall be governed construed and enforced in accordance with the laws of England and Wales unless the Location is in:-

2.5.1 Scotland in which case the laws of Scotland shall apply; or

2.5.2 Northern Ireland in which case the laws of Northern Ireland shall apply.

2.6. A reference to writing or written shall include email.

2.7. Any word or phrase having a meaning defined in these General Conditions shall have the same meaning when used in the Special Conditions.

## **3. Party Identification**

3.1. The Company offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.

3.2. The Seller is defined in the General Conditions.

3.3. Unless the Company has previously acknowledged in writing that the Bidder Bids as agent on behalf of a named principal, every Bidder shall be taken to Bid on his own behalf as principal.

3.4. Any Bidder acting as agent on behalf of a named principal shall remain liable to the Seller and the Company for all obligations and liabilities of his principal jointly and severally with the principal. The Bidder warrants that he has the authority of his principal to make each Bid made.

3.5. Every Bidder is required to give his name and address and provide satisfactory proof of identity and such other information and documentation as is required to the Company before making any Bid and in the case of:

3.5.1. Live Auction - by the completion of a registration form;

3.5.2 Online Auction - by online registration at the Website; and

3.5.3 Private Treaty or Tender - by registration or notification of details, as and when requested by the Company.

3.6 The Company, vested in the Auctioneer, reserves the right at any time to reject the registration of any persons and refuse access to the Auction.

3.7 On registration for an Online Auction, Bidders will be added to the Company`s mailing list for the purposes of notification of future sales by email. If a Bidder wishes to stop receiving such notifications they can unsubscribe at any time by clicking on the link provided at the bottom of each email.

3.8 On registration, in accordance with General Condition 3.5, the Bidder acknowledges that only adults aged 18 years and over are entitled to enter into a legally binding contract and as a result they are the only people entitled to register for the Auction. By registering the Bidder warrants that he is aged 18 years or older and is capable of forming a legally binding contract.

#### **4. Auction Conduct**

4.1 Any Lot may be subject to a minimum bid or reserve price. The Seller is entitled to change these at any time before the conclusion of the Sale.

4.2 The Seller, Auctioneer or any representative, agent or person acting on behalf of the Seller may Bid for any Lot. Persons entitled to Bid pursuant to this condition shall be entitled to place Bids on any Lot up to the reserve price including placing Bids in response to other Bidders.

4.3 Lot descriptions are given as guidelines only. No warranty or guarantees are offered or implied by the Seller, the Company or the Auctioneer. Bidders are advised to inspect and evaluate the lot themselves prior to bidding. Bidders are advised to read Lot descriptions, in association with inspection, before making a Bid so that they are fully aware of any amendments to the description appearing in the Special Conditions and/or on the Website or in the Catalogue in relation to a particular Lot.

4.4 The Auctioneer may at any time before the conclusion of the Sale withdraw or divide any Lot or combine any Lots.

4.5 The Company may sell any Lot before or after the Auction. The Auctioneer may reject any Bid at his sole discretion and without being required to give a reason.

4.6 No Bid shall be retracted without the consent of the Auctioneer.

4.7 The Auctioneer may where there is a dispute between Bidders, summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.

4.8 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

4.9 The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent the conduct of the Auction in accordance with these General Conditions.

4.10 The Auctioneer may from time to time act jointly with an associated Auctioneer who will be named in the Catalogue and/or in the Special Conditions.

4.11 A Sale is concluded (constituting acceptance of the Bidder`s offer, subject to General Condition 4.12 below) when:

4.11.1 in the case of a Live Auction, on the fall of the Auctioneer`s hammer; and/or,

4.11.2 in the case of an Online Auction, at the close of the timed Online Auction Sale, as specified on the Website, and as defined by General Condition 4.17.3 below or;

4.11.3 in the case of a Private Treaty or Tender, when the Bidders Bid is accepted such acceptance to be communicated to the Bidder by way of an invoice from the Company.

4.12 The Buyer shall be the person who made the highest Bid at the conclusion of the Sale pursuant to General Condition 4.11 above subject to approval and acceptance by the Company, the Auctioneers and the Seller, or such other Bidder as the Auctioneer and/or the Company may declare to be the Buyer without being required to give a reason. The Auctioneer and/ or the Company and/ or the Seller is not bound to accept the highest Bid or any other Bid placed in the course of the Auction.

4.13 In the case of an Online Auction the Buyer, as determined under General Condition 4.12 above, shall within a reasonable time after the conclusion of the Sale receive by email an invoice in respect of the monies due for the Lot(s) purchased.

4.14 In the event that the reserve price is not met, the Company may consider the Bids received below the reserve price with the Seller who at its sole discretion may accept, reject or place a counteroffer.

4.15 On conclusion of the Sale and acceptance of the Bidders Bid pursuant to General Conditions 4.11 and 4.12 above, the Buyer acknowledges and agrees that he has entered into a contract with the Seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.

4.16 The Buyer may not remove any Lot he has bought until after the end of the Auction.

4.17 In relation to an Online Auction:

4.17.1 the Company cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of the Online Auction and the Bidders ability to Bid. The Company shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur during the Online Auction;

4.17.2 the Auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond the published closing time (including extension of the timed Online Auction in accordance with General Condition 4.17.3 below);

4.17.3 Timed Online Auctions are auto bid extension enabled whereby the original scheduled close of the timed Online Auction will automatically be extended when competing interest is active. This continues until there are no more Bids. Such time shall then be deemed to be the close of the timed Online Auction.

4.18 In the event that the Auctioneer unknowingly sells a Lot that was not eligible for Sale (i.e. there is a third party interest that comes to light) then the Auctioneer shall be entitled to immediately rescind that Sale without any further liability to the Auctioneer and/or Company or the Seller.

4.19 Copies of the Auctions (Bidding Agreements) Act 1927 and 1969 are held at the Company's and/or the Auctioneer's principal place of business.

## **5. Payment**

5.1 The Buyer shall pay the following sums to the Company in full and without set off:-

5.1.1 the balance of the price of the Lot purchased, together with the Buyer's Premium by no later than 48 hours after conclusion of the Sale or, in the case of an Online Auction, after receipt of an invoice in respect of the purchased Lot(s) pursuant to General Condition 4.13 above, or such other time and date as may be specified in the Special Conditions; and

5.1.2 any other payment or amount due to the Seller and/or the Company pursuant to these General Conditions or the Special Conditions on demand.

5.2 In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £5,000 will not, in any circumstances, be accepted.

5.3 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Buyer shall pay to the Company interest (both before and after any judgment) on the amount unpaid at the rate of 1.5% above the bank base rate of NatWest Bank Plc per month or any part thereof until payment in full is made.

5.4 Until the Buyer has fully complied with its obligations in this General Condition 5:-

5.5.1 title to any Lot bought shall not pass to the Buyer;

5.5.2 the Seller shall have a lien over any Lot bought by the Buyer in the Auction;

5.5.3 if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Seller.

5.6 All sums payable under these General Conditions and the Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company. On written request by the Buyer the Company will provide a VAT invoice.

5.7 The Company will only accept payment under this General Condition 5 from the Buyer or its authorised agents.

## **6. Removal of Lots**

6.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately upon the conclusion of the Sale.

6.2 The removal of Lots from the Location shall be undertaken by the Buyer entirely at its own risk and without any liability whatsoever to the Company.

6.3 Buyers are responsible for any and all costs and expenses incurred in relation to the removal of Lots and any other applicable charges, taxes and insurance costs.

6.4 The Buyer may not remove any Lot until the Buyer has:-

6.4.1 paid by cleared funds all amounts payable pursuant to General Condition 5 above in full; and

6.4.2 if requested by the Company produced satisfactory evidence that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 6.11 below and/or deposited with the Company, by way of security for the costs of making good any damage likely to occur, such sum as the Company may stipulate.

6.5 The Company will only permit the removal of Lots purchased by the Buyer or its authorised agents.

6.6 The Buyer must remove each Lot purchased by the Clearance Date and Time. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions. No clearance on Bank or Public Holidays.

6.7 Buyers should co-operate regarding order of removal of Lots in order to comply with the Clearance Date and Time. If it transpires that a Buyer makes no effort to commence dismantling and the particular Lot is preventing other buyers from removing purchased Lots, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the specified Clearance Date and Time. In the event the Buyer does not comply with its obligations under this General Condition 6.7, then the Auctioneer reserves the right to arrange for the removal and/or storage of the Lot and charge any attendant costs to the Buyer.

6.8 If any Lot is unsold and has to be dismantled & lowered to allow the removal of any other lot, then such dismantling & lowering shall be the responsibility of the Buyer of the relevant Lot(s).

6.9 Title to computer software sold pursuant to the Sale of a Lot is not transferred under any Sale to the Buyer and use is subject to any licence or copyright restrictions and user conditions. The Sellers, Company and/or Auctioneers reserve the right to erase any private or sensitive information prior to the Sale or at any later date.

6.10 The Buyer and/or his removal contractor must liaise with the Company's site representative prior to commencing dismantling/removal of a Lot from the Location and must at all times comply with its obligations under clause 6.11 below.

6.11 When removing any Lot from the Location the Buyer shall themselves or shall ensure that its removal contractors shall:

6.11.1 carry out a full assessment of Lot, the Location and the land or buildings to which the Lot is fixed to assess the risks associated with detaching/removing the Lot and shall fully satisfy themselves that they can detach/remove the Lot in compliance with the Buyers obligations under this General Condition 6.11 prior to handling and/or commencing removal of a Lot;

6.11.2 comply with all building and planning legislation (where required) in relation to the removal of building structures and plant housings;

6.11.3 buyers of Lots will be required to make good holes or voids exposed by the removal of Lots. Cladding taken off buildings for removal of plant & equipment will have to be replaced, unless otherwise specified by the Company;

6.11.4 when detaching any Lot fixed to land or buildings, do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without first obtaining written consent of the Company;

6.11.5 remove the Lot in compliance with all relevant legislation, regulations, codes of practice, guidance, orders, rules and other requirements of any relevant government or governmental agency or authority whether Parliamentary, statutory, parochial or local including (without limitation) in compliance with the Health and Safety at Work etc Act 1974, the Environmental Protection Act 1990, The Construction (Design and Management) Regulations 2007, Control of Substances Hazardous to Health Regulations 2002 (COSHH), and the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof and all other health and safety and environmental legislation in existence at the time of the Sale. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by the Buyer shall be to the best industry practice;

In all cases arising under this General Condition 6.11 the costs of compliance shall be borne by the Buyer and the Buyer hereby indemnifies the Company and the Seller against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Company and/or the Seller may incur arising directly or indirectly out of any breach by the Buyer to the provisions of this General Condition 6.11 and the Buyer shall make good any damage caused to (without limitation) other lots, the Location or to any property belonging to third parties, in removing any Lot under this General Condition 6.11.

6.12 The Company shall be entitled to halt the clearance of any Lot if in its absolute discretion the removal of a Lot is being carried out in an unsatisfactory manner. Where the clearance is halted by the Company, the Buyer must liaise with the Company`s site representative as to how the Lot should be removed from the Location provided that the Buyer shall at all times ensure that it complies with its obligations under General Condition 6.11 above and the Company shall have no liability in this regard.

6.13 The Buyer shall provide evidence as and when requested by the Company of the Buyer`s insurance policies in respect of the following insurances and at a minimum level of:

6.13.1. Public Liability Cover - limit Two Million Pounds (£ 2,000,000); and

6.13.2. Employers Liability Cover - limit Ten Million Pounds (£10,000,000);

the Company reserves the right to vary the level of insurance cover stated above at any time, as and when required.

6.14 The Buyer shall provide to the Company a Risk Assessment & Method Statement complying with The Construction (Design & Management) Regulations 2007, COSHH or with any subsequent amendments thereof or such other legislation as shall from time to time be in force.

6.15 Electric, gas, water, steam and waste disconnections are the responsibility of the Buyer and MUST be carried out by an approved contractor following consultation with the site representative.

6.16 It is expressly brought to the Buyer`s attention that certain Lots could contain blue or white asbestos, dangerous chemicals etc. which if not handled correctly during their removal could result in breach of Health & Safety at Work legislation and/or Control of Substances Hazardous to Health Regulations or other statutory requirements.

6.17 Any fluids, gases and/ or waste remaining in plant and machinery are the responsibility of the Buyer and MUST be removed from the Location strictly in accordance with any applicable statutory requirements.

6.18 The Buyer must use safe and lawful means of removing the Lot, must comply with all current statutory requirements and regulations including those relating to the disposal and removal of waste, and if required, satisfy the Company in relation to their removal procedures; in particular, the removal of waste materials must be undertaken by an approved and licensed contractor to an approved waste management site.

6.19 It is the purchaser's or their removal contractors responsibility (i.e. Police, Ministry of Transport, Local Authority) to transport off site long/ wide loads, within sufficient time prior to the commencement of clearance period as stated in the Special Notes & Conditions.

6.20 The Buyer shall indemnify the Company and the Seller against any loss, damages, expenses, claims or liabilities arising directly or indirectly from the possession or use of the Lot after title to the Lot has passed to the Buyer but before it is removed from the Location.

6.21 All Lots are sold on the understanding that the Seller does not represent them as being in a condition which makes them suitable for domestic use. If any Lots are intended for domestic use the Buyer must ensure that they comply with the requirements of the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and any subsequent amendments thereof or such other relevant statutory requirements or regulations as shall from time to time be in force.

6.22 The Buyer undertakes to comply with the provisions of the Data Protection Act 1998 in processing data held by them in connection with any Lot.

## **7. Default by the Buyer**

7.1 If at any time the Buyer has failed to pay the sums specified in General Condition 5 above in full by the due date for payment, or to remove any Lot purchased by the Clearance Date and Time specified in the Special Conditions the Seller may rescind the Sale of that Lot, in which case any Deposit shall be forfeit, and that Lot may be resold.

7.2 If the Seller has rescinded the Sale but the Buyer has removed the Lot purchased, the Seller shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.

7.3 If the Seller has rescinded the Sale and the Lot has been resold by the Auctioneer and/or the Company or by the Seller, the Buyer shall reimburse the Seller with any shortfall where:-

7.3.1 the resale price less the Sale price; and

7.3.2 the costs incurred by the Seller incidental to the resale.

7.4 If the Buyer fails to remove any Lot by the Clearance Date and Time specified:-

7.4.1 the Seller may remove the Lot from the Location and leave it outside at the Buyer's risk in all respects;

7.4.2 the Seller may charge the Buyer for the reasonable costs of storage;

7.4.3 the Seller may charge the Buyer rent, taxes, men's wages and expenses incurred as a result of the Lot(s) remaining at the Location; and

7.4.4 the Buyer shall indemnify the Seller against any loss, damages, expenses, claims or liabilities incurred by the Seller arising from the Buyer's failure to remove the Lot from the Location.

## **8. Acknowledgements and Exclusion of Warranties**

8.1 The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Company or any of their employee's agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and without limitation any warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by law.

8.2 The Buyer further acknowledges that neither the Sellers nor the Company shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the Sale or reject any Lot for an error omission or misstatement contained in the Catalogue and/or in the Special Conditions.

8.3 The Buyer also acknowledges that:-

8.3.1 all the Lots are purchased on the basis that risk of good title to all or any of them passing to the Buyer is at the Buyer's risk and without limitation the Lots are sold subject to any claims, liens, distraint and execution and subject to all leasing, hire or hire purchase agreements and reservation of title claims (if any) in respect of them;

8.3.2 if it shall be found that the Seller does not have title to all or any of the Lots the Buyer shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the price paid or payable;

8.3.3 anything found in, under, near or in any Lot which is not specifically included in the description of the Lot remains the property of the Seller;

8.3.4 any intellectual property rights or software subsisting in a Lot may be third party property and as such the Seller and/or the Company may be unable to effect transfer. The Buyer will not be authorised to use intellectual property rights or software and any such use or transfer shall be at the Buyers sole risk.

8.4 The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant regulations as shall from time to time be in force before using it on a public road. It is the Buyer's responsibility to remove Company logos and lettering from vehicles. Odometer readings are not warranted.

8.5 The Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment in their working environment. Neither the Seller nor the Company shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any health and safety and environmental legislation in existence at the time of the Sale.

8.6 The Buyer acknowledges and agrees that the Company is acting only as agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall fall on the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency Practitioner(s), including Administrative Receiver(s), Administrator(s) and Liquidator(s) act as agent(s) for the Seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto.

8.7 The Buyer agrees that the General Conditions and the exclusions which they contain are fair and reasonable bearing in mind that:-

8.7.1 the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the quality, state, condition, performance and functionality of the Lots any right, title or interest which is sold under the terms of these General Conditions, their fitness and suitability for any particular or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the Buyer may not acquire title and the fact that the Buyer would have no remedy under this Agreement should that happen;

8.7.2 the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in these General Conditions would be recognised as being fully effective by the Courts and the Seller making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;

8.7.3 the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lots.

8.8 Notwithstanding anything else in these General Conditions, the Seller's and the Company's total liability under or in connection with the Sale of any Lot, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, including consequential loss, shall be limited in aggregate to the price paid for the Lot or if no price has been paid then the higher of the market value or reserve price for the Lot. This General Condition 8.8 does not apply to liability for death or personal injury.

8.9 The Buyer acknowledges that a Sale by Auction is not a consumer sale for the purposes of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and the Unfair Contract Terms Act 1977 and the Buyer shall not seek to rely upon and conditions or warranties implied thereby or by any other legislation.