ONLINE AUCTION



By order of Michelle Weir of Lameys, Liquidator of Elemental Digest Ltd

Industrial & Food Processing and Auxiliary Equipment, Forklift, Refrigerated vans, etc.

(Subject to availability)













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

To bid please go to https://machineryauctions.lsh.co.uk/auctions_or BidSpoter.co.uk **ONLINE AUCTION:**

AT: Elemental UK Bellinster Industrial Estate, Winkleigh, Devon EX19 8DQ

ON VIEW: Tuesday 15th April 2025, 10am - 4pm

BIDDING ENDS: Wednesday 16th April 2025 at 3pm

CLEARANCE: Tuesday 22nd to Friday 25th April 2025 9am – 4pm

FURTHER INFO: Rob Fewins 07938 738196 rfewins@lsh.co.uk

MBA Accounts 023 8046 1643 aaaccounts@lsh.co.uk **BID ENQUIRIES:**

OFFICE ADDRESS: Sterling Court, 16 Dix's Field, Exeter, EX1 1QA

NOTICE TO PURCHASERS

VIEWING:

- The lots may be viewed as follows: Tuesday 15th April 2025 between 10.00am and 4.00pm
- Lots are located at Bellinster Industrial Estate Winkleigh Devon EX19 8DQ

BIDDING ENDS:

Bidding will end from: 3pm on Wednesday 16th April 2025
[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 do not reflect reasonable value
- Successful bidders will be notified by email by 3.00pm on Thursday 17th April 2025.

INSTRUCTIONS FOR BIDDING:

- · Access for bidding can be obtained through our website www.lsh.co.uk/assetadvisory.
- Full details including valid email address must be provided in order to receive approval for bidding
- In the event of a bid being received within 10 minutes of the scheduled closing time, the bidding period on that lot will automatically
 extend by a further 10 minutes and for a further 10mins for any bid received thereafter.
- Staggered end times have been applied to the lots in this sale. Please check the lot you are bidding on for the end time.
- MAXIMUM BIDS: If more than one maximum bid is placed of the same amount, the maximum bid placed first will be considered the highest bid and a further bid will need to be 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 aaaccounts@lsh.co.uk

BUYERS PREMIUM:

- The purchaser will pay a buyer's 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 for in full, no later than 2.00pm on Wednesday 23rd April 2025
- All queries regarding payment should be directed to our Sales Accounts team, aaaccounts@lsh.co.uk
- Please note that we do not have the facility to accept debit or credit card payments (the details required when signing up are for name and address validation purposes only).

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

LAMBERT SMITH HAMPTON WILL $\underline{\text{NOT}}$ ACCEPT ANY CASH TRANSACTIONS WHICH EXCEED £7,000 UNDER ANY CIRCUMSTANCES.

CYBER-CRIME AND FRAUD:

Please be aware of the significant increase in cybercrime and fraud. Whenever you receive bank account details from Lambert Smith Hampton by email you are strongly encouraged to verify the authenticity of those details by phoning our Auction Accounts Team on 02380 461643. If you receive an email purporting to be from someone at Lambert Smith Hampton which seeks to direct a payment to a bank, details for which differ from those which we have previously given to you, it is unlikely to be genuine. We do not accept any liability for monies sent to a bank account which is not an authentic Lambert Smith Hampton bank account.

Our account details will always have Lambert Smith Hampton or LSH in the account name. Our Sort Code will always be 51-50-03

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 Tuesday 22nd to Friday 25th April 2025. No further access will be available after this time.
- The premises will be open from 10.00am to 4.00pm.
- There will be a forklift available on site for lifting/loading purposes.

- Please ensure you bring the required tools and manpower and arrive on site in sufficient time to allow for the safe dismantling And loading of your lots before the site closes.
- Lambert Smith Hampton does not undertake label printing, packaging, postage, delivery or shipment of goods and the bidder must make his own arrangements to comply with the clearance terms
- Clearance of all lots must be undertaken in accordance with The Health & Safety at Work etc. Act 1974 and, where and as applicable, The Construction (Design and Management) Regulations 2015 and all other summary legislation.
- Risk Assessments and Method Statements (RAMS): If you purchase a lot that requires RAMS to be completed please be aware that you will not be permitted access to site to commence collection of ANY of your lots until the required RAMS has been completed and reviewed by an LSH representative. If you need access to site during the collection period to review equipment for RAMS purposes, or have any further questions please contact: Rob Fewins rewins@lsh.co.uk 07938 738196
 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 an appropriate 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, Emma Gaines [aaaccounts@lsh.co.uk]

Overseas purchasers will be required to provide details of :

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

Please also ensure that:

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

Please Note:

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

VAT on Goods Destined for Export:

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

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

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

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

The above information must be supplied in writing to our Sales Co-ordinator, Mrs Emma Gaines, 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.

(2) Telegraphic Transfers / BACS payments		irect payments into our bank account the office following notification of escales for payment, as follows : up to 24hrs : 3 day
	other method. For the avoidance not an acceptable method of pa	account will not be accepted by any of doubt over the counter credits are ayment and is in breach of Lambert particularly those that relate to the

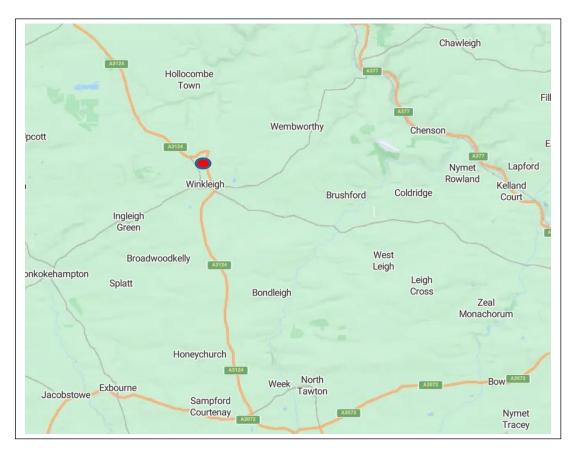
MONEY LAUNDERING REGULATIONS

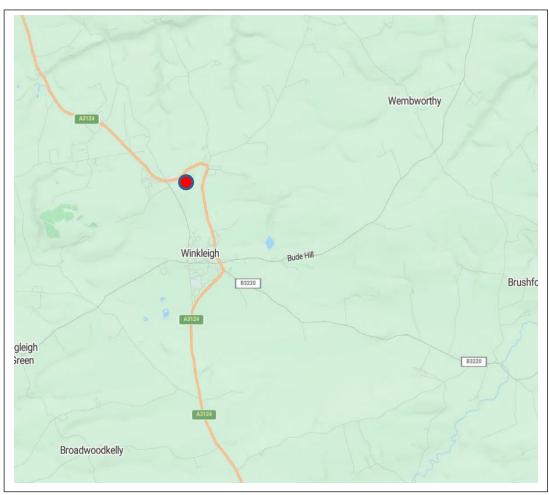
Services provided by Lambert Smith Hampton in relation to the sale of assets fall under the Proceeds of Crime Act 2002. Accordingly we have put in place policies and procedures which are designed to prevent, forestall and identify acts of money laundering.

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)

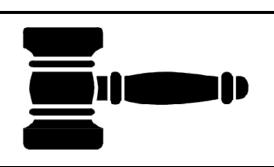
Should you have any queries on the above, please contact our AA Accounts Team on +44(0)2380 461643

<u>Location – Elemental UK</u> <u>Bellinster Industrial Estate Winkleigh Devon, UK, EX19 8DQ</u>









NOTICE

ALL LOTS IN THIS SALE ARE SUBJECT TO A BUYERS PREMIUM OF RATE

16%

PLUS V.A.T AT THE PREVAILING RATE

1	Komline Sanderson Twin Shaft Nara Paddle Dryer, model: NPD-8W-512, serial no. 199 (1998) with Tailor and Matt Insulating jacket (2021), Nederman Extractor fan, type FM825 7.5kw (2021), Kadant Rotatory steam Valves (2022), approx. foot print: 9m x 2m
	A risk assessment must be pre-submitted for review and approval by the Auctioneer at least 24 hrs prior to any work commencing on this lot
2	Strong Scott Ribbon Mixer, model IMXS0250, serial no. 780319, size: 250, approx. mixer dimensions: 3.9m x 1.6m x Depth: 1.6m, mounted on skid frame with control panel, Thames Side Weigh Cells, model LA85, Watermans 12" stainless Gate Pneumatic Knife Valves 12" x 2, Dunlop Lid and seal and various ports
	A risk assessment must be pre-submitted for review and approval by the Auctioneer at least 24 hrs prior to any work commencing on this lot
3	EMCEL Filters Odour Scrubber
	A risk assessment must be pre-submitted for review and approval by the Auctioneer at least 24 hrs prior to any work commencing on this lot
4	Spirax Sarco Heat Exchanger, model EVC8
	A risk assessment must be pre-submitted for review and approval by the Auctioneer at least 24 hrs prior to any work commencing on this lot
5	Vistech Cooling Systems Ltd Cooling Tower, model EWK 144/09, serial no. 601388-2481 (2019) with Grundfos pump, model B98627328P219160001, serial no. 50-125/135ASF2A00E
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
6	Rotolok elevating screw conveyor, size: 4FFSSSUSS1652.2E, serial no. 82822 (2021), approx. length. 5m, speed 700rpm
	A risk assessment must be pre-submitted for review and approval by the Auctioneer at least 24 hrs prior to any work commencing on this lot.
7	Solitec 1m³ stainless hopper (2021)
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
8	Simon Barron Crumbler, machine no. 657, order no. FM660.181.1, mounted on frame
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
9	Butcher Boy Mobile elevating Screw conveyor, approx. length: 3.8m
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
10	Bepex R&D Roller compactor, model MS 75+ PC-D400, serial no.10816 (1997)
	A risk assessment must be pre-submitted for review and approval by the

	Auctioneer at least 24 hrs prior to any work commencing on this lot.
	Individual Lots: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 10 to 12 being higher than the final highest bid on the all-inclusive lot 13 .
	(Please note the all-inclusive lot will close an hour after the individual lots have closed to allow bidders on lot 13 the opportunity to review the cumulative final bids for lots 10 – 12 .
11	Spiroflow freestanding hopper with auger
	A risk assessment must be pre-submitted for review and approval by the Auctioneer at least 24 hrs prior to any work commencing on this lot.
	Individual Lots: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 10 to 12 being higher than the final highest bid on the all-inclusive lot 13 .
	(Please note the all-inclusive lot will close an hour after the individual lots have closed to allow bidders on lot 13 the opportunity to review the cumulative final bids for lots 10 – 12 .
12	AEG vibratory sifter with infeed hopper
	A risk assessment must be pre-submitted for review and approval by the Auctioneer at least 24 hrs prior to any work commencing on this lot.
	Individual Lots: Acceptance of the final highest bid on this lot is subject to the cumulative total for lots 10 to 12 being higher than the final highest bid on the all-inclusive lot 13 .
	(Please note the all-inclusive lot will close an hour after the individual lots have closed to allow bidders on lot 13 the opportunity to review the cumulative final bids for lots 10 – 12 .
13	All-inclusive Lot: Bid for lots 11 to 12 as a whole.
	 Bepex R&D Roller compactor, model MS 75+ PC- D400,serial no.10816 (1997)
	- Spiroflow freestanding hopper with auger
	- AEG vibratory sifter with infeed hopper
	A risk assessment must be pre-submitted for review and approval by the Auctioneer at least 24 hrs prior to any work commencing on this lot.
	Acceptance of the final highest bid on this lot is subject to it being higher than the cumulative total of the final highest bids on the individual lots 10 to 12.
	Please note this all-inclusive lot will close an hour after the individual lots included within this lot. The start bid price may be adjusted or amended based on the results of the individual lots. An email will be sent to all bidders once the individual lots have closed to advise final starting bid & lot closing time. If you wish to bid on this lot please contact the Auctions Administration team on 02380 461643.
14	Un-named 5T Stainless hopper, 4.2m x 1.6m with screw discharge, approx. length 6m (Fabricated 2020)
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
15	Jiangsu Stord Works Ltd Carbon Steel Twin Screw Crusher (2020)
1	A 'point of work' risk assessment must be completed, reviewed and

	this lot
16	Weiler Grinder, model 1398-5HB, serial no. 103, 32" aperture
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
17	Russel Finex motorised Sieve, model 17480, unit no. CB302, approx. dia.46"
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
18	Tiaxing Pharmaceutical Tubular Centrifuge, model GQ105, serial no. 165170301 (2017), 1200l/hr, 15000rpm
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
19	Seital Milk Centrifuge disk stack, model SE07X
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
20	Blackwater Engineering mobile boiler and pressure vessel, code. ASME VIII, serial no. 1550 (1994)
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
21	Part assembled system including warming vessel, Vitherm heat exchanger, motor, Beijer x2 touch controls
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
22	Part assembled system including vessel, APV pump, pipework
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
23	Pfuadler 500lt Blue R&D Reactor, job no. 410034, 6.0 bar
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
24	353lt glass lined reactor
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
25	Un-named horizontal mixing vessel with screw discharge, approx. dia. 32", weigh cells
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
26	Twin vessel cyclone with Derion air filtration system (1999)
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on

	this lot
27	Un-named air blower with MANN filter elements
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
28	J.G.Jackson & Crockett No.4 granulator, machine JB-1075/4, order no. L10776
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
29	Williams Bouton vibratory sieving machine, model FEWSTERS, serial no. 4262 (2002), approx. dia. 20"
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
30	Stainless Steel holding tank with agitator, approx. size: 72" x Height: 126" - no motor - Spares or repairs
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
31	De Dietrich glass lined holding tank, model V-550, serial no. 28519 (2003), capacity: 36.907m³
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
32	Adapted by JTR Refrigeration 20ft Freezer with KD Condenser model 2PAL060L3, Kelvion KEC Cooler Model KEC45-65 (2022 Compressor)
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
33	Riniker CH-5102 milling machine, fabrication no. 32.284, machine no. M00511891 (1989) - working condition unknown
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
34	Mono E7035529M single phase water pump
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
35	Praudler type P40/12/20200, serial no. 041624191 with Hansen type AE1325B motor
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
36	Costante Sesino hydraulic power pack, model MS84B5
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot

Auctioneer at least 24 hrs prior to any work commencing on this lot. 50 HPC Plusair BS51 packaged air compressor, hrs: 29,840 / 15,740 (1996) A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot 51 Brian Nixon Sitemaster 10.0HP pressure washer with lance, 3 phase 52 Un-named hydraulic pallet truck, SWL 2,500kg 53 Three assorted hand tools, comprising of 2 x angle grinders,		
approved on site by the Auctioneer prior to any work commencing on this lot Three pallets of assorted machine spares, cabling etc, as lotted A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot Bepex L200750H compactor and control unit - scrap only A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot Contents of four bins including machine parts, as lotted A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot Gallenkamp BR185HNI/WCC oven, serial no. 6790 (1988) - unsure of working condition A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot Un-named mobile paddle mixer - spares or repairs only A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot Two stainless Steel worktop support legs, 1.3m x 700mm Comminutino mill - spares or repairs Un-named hopper, 650mm x 1.1m x Height: 1.1m with Invicta vibratory system Countity of assorted galvanised pipework Twp pallets of assorted stainless steel machine parts, as lotted A risk assessment must be pre-submitted for review and approval by the Auctioneer at least 24 hrs prior to any work commencing on this lot. HPC Plusair BS51 packaged air compressor, hrs: 29,840 / 15,740 (1996) A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot. Brian Nixon Sitemaster 10.0HP pressure washer with lance, 3 phase Un-named hydraulic pallet truck, SWL 2,500kg	37	Mono E706050M, 3 phase water pump (2012)
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53 Three assorted hand tools, comprising of 2 x angle grinders,	51	•
	52	Un-named hydraulic pallet truck, SWL 2,500kg
2 ToV, 1 X Marita arm, 2 ToV	53	Three assorted hand tools, comprising of 2 x angle grinders, 240v, 1 x Makita drill, 240v

54	Beta C24SA mobile multidrawer tool cabinet with contents including screwdrivers, spanners, torque wrenches, pliers, crimpers, socket sets etc
55	Two TUV 15ton hydraulic jacks
56	Mobile steps, 5 tread
57	Quantity of plastic buckets
58	Floor standing digital pallet platform weighing scales
59	Steelpro safety shower and eye wash station
60	Draper 24litre portable oil free compressor, stock no. 90126, serial no. 20100296, 240v
61	Aluminium step ladder, 4 trad, 1 x aluminium triple ladder
62	Steel working platform with access step and safety railing, approx. size: 1.6m x 1.5m
63	Stainless Steel access steps with handrail, 5 tread
64	Sealey 300mm horizontal portable bandsaw, model SM35CE.v4
65	Miller XPS350 mig welder, serial no. HK289065D with Miller ST-24 wire feed
66	Bridgeport vertical milling machine, serial no. JB22337, bed size: 48" x 9", machine vice
	A 'point of work' risk assessment must be completed, reviewed and approved on site by the Auctioneer prior to any work commencing on this lot
67	Sealey parts cleaning tank, model SM19, 240v
68	Steel frame workbenches, 3m x 1m with 2 x bench vices, 5" / 6"
69	Contents of stores to include 4 x storage cabinets, multi compart unit and assorted machine parts, nuts, bolts, washers etc
70	Two bays of boltless adjustable racking, 1 x 2.8m x 900mm x height: 2m, 1 x 1.4m x 900mm x height. 2m with contents including push fittings, high temperature grease, electrical cable, 4 x part reels of plastic door curtains etc
71	Upholstered reception bench seating
72	Upholstered reception bench seating
73	Two wood effect/ chrome leg square tables, 2 x assorted chairs
74	Wood effect corner workstation, 1 x wood effect straight table, 2 x assorted chairs
75	Three metal frame/top workbenches, 1.5m x 800mm
76	Dell Vostro 3400 laptop
77	HP Envy 4527 all in one printer, Dymo label writer 550Turbo
	HP Officejet 7110 printer
78	The Chiespet First Printer
78 79	Metal 5 pull up front/pull out drawer storage cabinet

81	Light wood effect boardroom table comprising 2 x 1.2m x 800 straight tables, 2 x curved end sections, 1.6m x 800mm, 6 x upholstered meeting chairs
82	Panasonic TX-43D02B LED flat screen TV - no remote
83	Beko undercounter fridge
84	Russell Hobbs microwave, toaster, kettle
85	Henry numatic vacuum, 240v
86	Hyster H150F twin front wheel diesel forklift truck, serial no. D6E2904W, run hours: 2,005 with Mechforge 46" forks, all weather cab, lights, wiper (LOLER 18/04/2025)
	Use Reserved until 2pm Friday 25th April 2025
87	Citroen Relay 35 L3h2 2.2Hdi LWB High Roof Refrigerated Panel Van Registration: LG15 KKC Recorded mileage: 8,751 MOT: 27/04/2025 DOR: 27/03/2015
88	Ford Transit Connect 240 Trend E-Tec 1.6D LWB Refrigerated panel van Registration: YL65 WYC Recorded mileage: 90,000 est. MOT: 17/03/2025 DOR: 29/02/2016



CONDITIONS OF SALE BY ONLINE AUCTION

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 Buiyer 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

- 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.



CONDITIONS OF SALE BY ONLINE AUCTION

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:

- 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.