

Instructed by the Director of Clydesdale Engineering Services Limited pending the appointment of a liquidator

## **FOR SALE BY ONLINE AUCTION**

**2006 20FT SHIPPING CONTAINER AND STORAGE BOXES  
MACHINE TOOLS AND ENGINEERING EQUIPMENT  
MEASURING AND TEST EQUIPMENT  
OFFICE AND BUSINESS EQUIPMENT  
COMMERCIAL VEHICLES**

### **VIEWING**

**TUESDAY 16<sup>TH</sup> FEBRUARY 9AM TO 4PM**

### **LOCATION**

**BELVOIR WAY, FAIRFIELD INDUSTRIAL ESTATE, LOUTH, LINCOLNSHIRE, LN11 0LQ**

### **AUCTION CLOSES**

**THURSDAY 18<sup>TH</sup> FEBRUARY FROM 12 NOON**

**ALL LOTS SUBJECT TO THE ADDITION OF 15% BUYERS PREMIUM AND VAT**

**Webcast Powered by [bidspotter.co.uk](http://bidspotter.co.uk)**

### **AUCTIONEERS**

**CJM ASSET MANAGEMENT**

**International Asset Valuers, Auctioneers & Business Consultants**

**DUCHESS HOUSE, QUEENSWAY COURT, SCUNTHORPE DN16 1AD**

**TEL. +44 (0) 1724 334411, FAX. +44 (0) 1724 334422 E-Mail. [sales@cjmasset.com](mailto:sales@cjmasset.com)**

**TO REGISTER & BID AT THIS SALE VISIT**

**[www.cjmasset.com](http://www.cjmasset.com)**

## IMPORTANT NOTICE TO BIDDERS

### SPECIAL CONDITIONS OF SALE RELATING TO THE ONLINE AUCTION AT CLYDESDALE ENGINEERING

1. These Special Conditions of sale should be read in conjunction with the General Conditions of Sale for Online Auctions posted at [www.cjmasset.com](http://www.cjmasset.com) and printed at the back of this catalogue.

2. VIEWING: On Tuesday 16<sup>th</sup> February 2010 from 9am to 4pm at Clydesdale Engineering, Belvoir Way, Fairfield Industrial Estate, Louth, Lincolnshire, LN11 0LQ.

3. SALE CLOSES: from 12 noon on Thursday 18<sup>th</sup> February 2010. Please note that 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. IMPORTANT: WHEN BIDDING DO NOT FORGET TO REGULARLY REFRESH YOUR SCREEN TO ENSURE YOU ARE AWARE OF ALL CURRENT BIDS.

4. REGISTRATION: To register for this sale visit [www.cjmasset.com](http://www.cjmasset.com) and click on the 'Bidspotter' link, or visit Bidspotter.com and click on the appropriate CJM sale. PLEASE NOTE THAT IF YOU ARE A POTENTIAL PURCHASER FROM OUTSIDE THE UK YOU WILL NEED TO PAY US A SECURITY DEPOSIT OF GBP 500. IN THE EVENT THAT YOU ARE UNSUCCESSFUL IN THE AUCTION THE MONEY WILL BE REFUNDED

5. BUYERS PREMIUM: The successful bidder will pay 15% Buyers Premium in addition to the Hammer Price.

6. VALUE ADDED TAX (VAT) will be charged at 17.5% on both the hammer price and the Buyers Premium. Purchasers from overseas should note that the VAT on the Buyers Premium is not recoverable.

7. VALUE ADDED TAX ON GOODS FOR EXPORT: **Buyers from within the European Union:** Buyers from within the European Union who produce full details of their trading name and address and VAT registration number at the time of registration will not pay VAT on the hammer price of the goods but will pay VAT on the buyers premium. **Buyers from outside the European Union:** Buyers from outside the European Union will pay VAT upon the hammer price and the buyers premium. If the purchaser subsequently produces documentary evidence of permanent export from the United Kingdom within 3 months from the date of sale, then the VAT on the hammer price only will be refunded. Satisfactory documentary evidence will include Certified Bill of Lading, Commercial Invoice and Packing List. A handling charge of 10% or £50 Sterling plus VAT (which ever is the higher) will be levied on all such refunds.

8. PAYMENT: Payment is required immediately upon receipt of invoice unless alternative arrangements have been made with the Auctioneers prior to the sale. Persons wishing to pay by cheque should instruct their bank to write, e-mail or fax the Auctioneers at Duchess House, Queensway Court, Scunthorpe, DN16 1AD (Fax: 01724 334422) confirming that cheques may be accepted up to a predetermined figure. Unless this procedure is followed goods may not be removed until the cheque has cleared. We also accept payments by Visa or Mastercard subject to a 3 per cent surcharge and payments by Switch and Delta subject to a 50 pence administration charge. If you wish to pay by Bank or Telegraphic Transfer our Clients Account details are as follows: - Account Name: Fyrebrand Ltd t/a CJM Asset Management Clients Account, Account No: 36292591. Sort Code: 544126, National Westminster Bank plc, 119 High Street, Scunthorpe, DN15 6LY, United Kingdom. IBAN No: GB81NWBK5441 2636 2925 91. Important Notice - Money Laundering Regulations 2003 - Please note that in order to comply with the Money Laundering Regulations we are unable to accept cash payments in excess of £12,000 (€15,000).

We apologise for any inconvenience this may cause. Payments by means other than cash are unaffected.

9. TRANSFERS: CJM Asset Management will not recognise the sale of accounts (or parts of accounts) to third parties and we will only accept payment from and allow removal of items by the successful bidders themselves or their appointed agent.

10. PURCHASE OF GOODS THROUGH A FINANCE COMPANY: Please notify us well in advance of the sale if you are intending to purchase through a finance company. This is to ensure that the Finance Company is able to make payment in accordance with the General & Special Conditions of Sale.

11. REMOVAL OF LOTS: The goods are at the risk of the Buyer immediately upon receipt of invoice from the Auctioneers and should be removed as soon as possible for security reasons. All removals are to be completed STRICTLY by appointment only, on Thursday 25<sup>th</sup> and Friday 26<sup>th</sup> February. To make an appointment for removals and for further information and advice call Edward Denniss, on +44 (0)1724 334411 or email [edward.denniss@cjmasset.com](mailto:edward.denniss@cjmasset.com)

12. FURTHER INFORMATION: Contact Edward Denniss at CJM Asset Management, Duchess House, Queensway Court, Scunthorpe, DN16 1AD, United Kingdom, Telephone +44 (0) 1724 334411, Fax. +44 (0) 1724 334422, e-mail [edward.denniss@cjmasset.com](mailto:edward.denniss@cjmasset.com).

- \* 1 2005 (05) FIAT DUCATO 15 JTD 2.2 DIESEL HI-ROOF PANEL VAN, REG NO WV05 YKU, TAXED UNTIL 30/04/10, TESTED UNTIL 23/06/10, RECORDED MILES 84,209, V5 AVAILABLE
- \* 2 2005 (54) CITROEN DISPATCH 1.9 DIESEL VAN, REG NO FV54 XLN, NO TAX, TESTED UNTIL 29/07/10, RECORDED MILES 116,868
- \* 3 2003 (53) LDV CONVOY 2.4 DIESEL XLWB FLATBED PICKUP WITH ALUMINIUM DROPSIDE BODY, REG NO FX53 NEN, TAXED UNTIL 30/06/10, TESTED UNTIL 25/12/10 (?), RECORDED MILES 110,551, V5 UNAVAILABLE AT TIME OF CATALOGUING
- \* 4 10 - RUNG, ALUMINIUM STEPLADDER
- \* 5 WICKES TRIPLE EXTENDING ALUMINIUM LADDER, 6 RUNG ALUMINIUM STEPLADDER AND FOLDING STEP
- \* 6 STEEL RACK AND QTY OF ASSORTED SCRAP METAL
- \* 7 2002 PROSAW MODEL STG 240 G HORIZONTAL BANDSAW, THROAT WIDTH 380MM, MACHINE NO 3918 C/W INFEEED AND OUTFEED ROLLER TABLES
- \* 8 QTY OF ASSORTED WELDING RODS
- \* 9 STEEL WORKBENCH C/W MITRE CLAMP AND RECORD NO6 VICE
- \* 10 STEEL WORKBENCH, FLOOR MOUNTED STORAGE RACKS AND ASSORTED SCRAP METAL
- \* 11 LARGE QTY OF HEAVY DUTY PIPE SLEEVES, BLANKS AND GASKETS
- \* 12 LARGE QTY OF ASSORTED HEAVY DUTY GALVANISED NUTS, BOLTS, U - BOLTS ETC, C/W STEEL FRAMED RACKING
- \* 13 RECORD MANUAL TUBE BENDER
- \* 14 METAL TOOL CABINET AND STORAGE

- BOX C/W QTY OF MILLING CUTTERS, TOOLING AND GRINDING/CUTTING DISCS
- \* 15 3 - PHASE EXTENSION LEADS
- \* 16 2 X PAIRS OF SASH CLAMPS AND 2 X PAIRS OF ROLLER MACHINE SKATES
- \* 17 RECORD PIPE CLAMP AND 3 X HEAVY DUTY STEEL TRESTLES
- \* 18 2 X CLARKE STRONG - ARM 12 TON PIPE BENDERS C/W QTY OF FORMERS
- \* 19 PICKHILL GIANT OIL COOLED STICK WELDER
- \* 20 2 X GAS PIPE CUTTING RIGS
- \* 21 2 X GAS PIPE CUTTING RIGS
- \* 22 BOTTLE TROLLEY AND QTY OF BAGGING
- \* 23 ERP HOBBY MODEL D2020TB 110V MOBILE COMPRESSOR
- \* 24 SUREWELD PLASMA 41 240V ELECTRIC WELDER
- \* 25 CLARKEWELD ARC - TIG 150 INVERTER 240V ELECTRIC WELDER
- \* 26 MUREX TRANSARC DC 305 3 - PHASE WELDING SET C/W THF 300 WIRE FEED
- \* 27 CEMONT MIG 31.2 3 - PHASE WELDING SET C/W UTF 2.31 WIRE FEED
- \* 28 BUTTERS AMT 3200 3 - PHASE MIG WELDING SET
- \* 29 EHRLE TYPE KD - 823 T55 - UK 240V MOBILE PRESSURE WASHER
- \* 30 LARGE QTY OF BAGGING, WELDING MASKS, GAUGES, TORCHES ETC

- \* 31 SINGLE BOTTLE TROLLEY AND ANOTHER
- \* 32 KEMPPY TYLARC 653 3 - PHASE ARC WELDING SET
- \* 33 TUBELA HYDRAULIC MOBILE PIPE BENDER C/W FORMERS
- \* 34 LOOSE AND REMOVABLE CONTENTS OF THE MEZZANINE FLOOR INCLUDING PIPE FITTINGS, GASKETS, RACKING AND CABINETS ETC
- \* 35 ADCOCK & SHIPLEY STAND MOUNTED ARBOUR PRESS
- \* 36 5 X HEAVY DUTY STILSONS
- \* 37 QTY OF ASSORTED HAND TOOLS, PULLERS ETC
- \* 38 VARIOUS G - CLAMPS AND OTHER CLAMPING JIGS
- \* 39 ASSORTED TAPS, DIES, DRILL BITS AND ABRASIVE DISCS
- \* 40 TWO PART SOCKET SETS C/W CARRY CASES
- \* 41 DRAPER EXPERT HEAVY DUTY SOCKET SET C/W CARRY CASE
- \* 42 WOODEN WORKBENCH AND SCRAP METAL TO UNDERNEATH
- \* 43 CREUSEN PEDESTAL MOUNTED 240V DOUBLE ENDED GRINDER
- \* 44 QTY OF KING DICK AND OTHER SQUARE END RING SPANNERS
- \* 45 ADJUSTABLE MACHINE VICE AND FACE PLATE
- \* 46 BEMA TYPE MG 45 2 - SPEED PEDESTAL DRILL, S/N 7222
- \* 47 METAL MULTI DRAWER STORAGE UNIT

- C/W ASSORTED HARDWARE
- \* 48 ASSORTED PNEUMATIC TOOLS AND AIR HOSE
- \* 49 ROTHENBERGER MANUAL TUBE BENDER
- \* 50 ROTHENBERGER N.7.1000 110V PIPE THREADER C/W TOOLING AND CARRY CASE
- \* 51 REMS PP - ACC 110V ELECTRO HYDRAULIC RADIAL POWER PRESS C/W 2 X PRESSURE TOOLS AND CARRY CASE
- \* 52 JCB SITEMASTER 110V ANGLE GRINDER C/W CARRY CASE
- \* 53 MAGNATECH ME3500 110V ELECTRO MAGNETIC DRILLING SYSTEM C/W CARRY CASE
- \* 54 G & J HALL 110V ELECTRO MAGNETIC DRILLING SYSTEM C/W CARRY CASE
- \* 55 ROTABROACH PUMA MODEL CM/300/1 110V ELECTRO MAGNETIC DRILLING SYSTEM C/W CARRY CASE
- \* 56 CLARKE WIZ AIR 240V 40 PSI PORTABLE COMPRESSOR
- \* 57 STEINEL TYPE 3483 DIGITALLY OPERATED 110V HEAT GUN
- \* 58 DRAGER EMERGENCY ESCAPE BREATHING APPARATUS
- \* 59 3/4" DRIVE AF - MM SOCKET WRENCH SET, NEW AND UNUSED, RATCHET MISSING
- \* 60 WOODEN WORKBENCH C/W RECORD NO4 BENCH VICE
- \* 61 WEBER CPI5 15 TON HYDRAULIC VERTICAL BEARING PRESS
- \* 62 ASSORTED HEAVY DUTY SOCKETS, KNUCKLE BAR AND RATCHET ETC

- \* 63 SKF TMFT 33 FITTING TOOL C/W CARRY CASE
- \* 64 BOSCH GST 120 BE AND BOSCH GST 85 PBE 110V JIGSAWS C/W CARRY CASES
- \* 65 BOSCH GSB 1600 RE AND BOSCHHAMMER GBH 2 - 18 RE 110V DRILLS C/W CARRY CASES
- \* 66 BOSCH GBH 7 - 46 DE PROFESSIONAL 110V HAMMER DRILL C/W BITS AND CARRY CASE
- \* 67 BOSCH GBH 5 - 33 D 110V HAMMER DRILL C/W BITS AND CARRY CASE
- \* 68 CLARKE 3/4" DRIVE SOCKET SET AND 3 X PART SOCKET SETS
- \* 69 4 X VARIOUS 110V ANGLE GRINDERS
- \* 70 4 X VARIOUS 110V DRILLS
- \* 71 2 X MAKITA AND NUTOOL 110V ANGLE GRINDERS
- \* 72 2 X MAKITA 110V ANGLE GRINDERS
- \* 73 RIDGID 300 STAND MOUNTED 110V PIPE THREADER C/W THREAD CUTTERS
- \* 74 MOTORISED PIPE WELDING RIG C/W SAFETY CAGE
- \* 75 ROTATING TEST FRAME COMPRISING T - SLOT TABLE, 3 PHASE MOTOR AND SAFETY CAGE
- \* 76 LOOSE AND REMOVABLE CONTENTS OF THE WAREHOUSE STOREROOM INCLUDING WEIGHTS, TORCHES, ELECTRICAL CABLE, VARIOUS HARDWARE, GAUGES, VACUUM CLEANERS ETC
- \* 77 6FT METAL CABINET AND CONTENTS INCLUDING BEARINGS, PUNCHES, ENGINEERING CONSUMABLES ETC

- \* 78 PAT - IT PORTABLE APPLIANCE TESTING KIT
- \* 79 VARIOUS DIGITAL MEASURING EQUIPMENT INCLUDING CROWCON TRIPLE PLUS, MICROTACH 8300, AUDIT 100 ETC
- \* 80 PARKSIDE LASER TYPE SPIRIT LEVEL AND CK LEKTRO 240V POLISHING TOOL
- \* 81 IRD MECHANALYSIS MODEL 880 MICROPROCESSOR ANALYZER/BALANCER AND SKF TIH 020 INDUCTION HEATER
- \* 82 TYPE 2215 PRECISION SOUND METER AND OCTAVE ANALYZER AND SPM VIB - 10 VIBRAMETER
- \* 83 NORBAR 330 PROFESSIONAL TORQUE WRENCH
- \* 84 MITUTOYO VERNIER CALIPER AND ANOTHER
- \* 85 ASSORTED MEASURING INSTRUMENTS INCLUDING MICROMETERS DIAL GAUGES ETC
- \* 86 ASSORTED MICROMETERS AND OTHER MEASURING INSTRUMENTS
- \* 87 5 X CASED EXTERNAL MICROMETERS
- \* 88 2 X KEYWAY BROACH SETS AND ASSORTED MEASURING INSTRUMENTS
- \* 89 STEEL SURFACE TABLE
- \* 90 LARGE MOBILE A - FRAME LIFTING GANTRY SWL 3 TON, C/W FELCO 3 TON CHAIN HOIST
- \* 91 MOBILE A - FRAME LIFTING GANTRY
- \* 92 MOBILE A - FRAME LIFTING GANTRY, C/W TIGER 500KG CHAIN HOIST
- \* 93 G.POWER - LIFT 750KG HYDRAULIC MOBILE ENGINE HOIST

- \* 94 3 TON HYDRAULIC MOBILE ENGINE HOIST
- \* 95 110V SUBMERSIBLE WATER PUMP
- \* 96 PAIR OF SUMNER H.D. ROLLER JACKS
- \* 97 ASSORTED METAL STANDS
- \* 98 PAIR OF WIRE FEED STANDS
- \* 99 QTY OF HEAVY DUTY PIPE CONNECTORS, FLANGES AND VALVES
- \* 100 METAL HAZARDOUS SUBSTANCE CABINET AND QTY OF ASSORTED PAINTS, ADHESIVES ETC
- \* 101 2 X STEEL AND 2 X CANVAS WORKSHOP SCREENS AND PEDESTRIAN BARRIER
- \* 102 LARGE QTY OF HEAVY DUTY SPANNERS
- \* 103 KING DICK AND OTHER HEAVY DUTY SPANNERS
- \* 104 KING DICK AND OTHER HEAVY DUTY SPANNERS
- \* 105 LARGE HEAVY DUTY RATCHET SPANNER
- \* 106 ASSORTED HAND TOOLS, WRECKING BARS AND WORKSHOP CONSUMABLES
- \* 107 2 X ROLLS OF SUPER 6 A18 MIG WELDING WIRE AND OTHER ASSORTED WELDING WIRE
- \* 108 QTY OF SAFETY HARNESES AND FALL ARRESTORS
- \* 109 QTY OF 110V EXTENSION LEADS
- \* 110 2 X 110V SITE LAMPS
- \* 111 240V TO 110V TRANSFORMER WITH 6

SOCKET OUTLET AND 110V 4 OUTLET EXTENSION BOX

- \* 112 3 X 240V TO 110V TRANSFORMERS
- \* 113 MAKITA MAKTEC MT240 110V PULL - DOWN CHOP SAW
- \* 114 CLARKE BRONCO 2 110V PORTABLE COMPRESSOR
- \* 115 RIDGID 1450 HYDRAULIC PUMP AND ANOTHER
- \* 116 PRAMAC E4000 CRADLE MOUNTED PETROL GENERATOR WITH TWIN 110V AND 240V OUTLETS
- \* 117 6.5HP CRADLE MOUNTED PETROL GENERATOR
- \* 118 2 X SACK TROLLEYS AND 2 X OTHER TROLLEYS
- \* 119 STEEL SECURE SITE CONTAINER
- \* 120 STEEL SECURE SITE CONTAINER
- \* 121 METAL FRAMED WORKSHOP TROLLEY AND ASSORTED HARDWARE AND ENGINEERING CONSUMABLES
- \* 122 T - DAVIT WLL 100KG LIFTING RIG C/W STORAGE BAG
- \* 123 ALUMINIUM SCAFFOLD TOWER
- \* 124 ALUMINIUM SCAFFOLD TOWER
- \* 125 ALUMINIUM 3 TREAD MOBILE ACCESS PLATFORM WITH SAFETY GATE
- \* 126 LEWIS ALUMINIUM SCAFFOLD TOWER
- \* 127 QTY OF ASSORTED PPE TO INCLUDE WORK GLOVES, WELLINGTON BOOTS, WADERS, HEAT PROOF BOILER SUITS, OVERALLS ETC

- \* 128 LIFTING SHACKLES, CHAINS ETC
- \* 129 HEAVY DUTY NYLON LIFTING STROPS
- \* 130 ASSORTED LIFTING STROPS, ROPE ETC
- \* 131 ASSORTED WIRE LIFTING ROPE
- \* 132 CRATE CONTAINING ASSORTED LIFTING TACKLE AND STROPS
- \* 133 CLARKE 1 TONNE CHAIN HOIST AND ANOTHER
- \* 134 2 X 1 TON CHAIN HOISTS
- \* 135 BEAM CLAMP, LIFTING EYES ETC
- \* 136 RATCHET PULLEY AND BLOCK
- \* 137 PAIR OF ADJUSTABLE LIFTING BARS
- \* 138 WOODEN WORKBENCH AND QTY OF HEAVY DUTY STEEL LIFTING/CLAMPING PLATES
- \* 139 COLCHESTER TRIUMPH 2000 GAP BED CENTRE LATHE MACHINE NO 6/0004/01868 C/W 4 AND 3 JAW CHUCKS, QUICK CHANGE TOOL POST AND ASSORTED TOOLING/ACCESSORIES
- \* 140 ARCHDALE VERTICAL MILLING MACHINE S/N 6821 C/W TOOLING
- \* 141 CLARKE AIR MODEL SED 12A100 150 PSI RECEIVER MOUNTED AIR COMPRESSOR S/N C30115
- \* 142 HEAVY DUTY MACHINE VICE
- \* 143 ASQUITH TYPE 3 - 6 ODI RADIAL ARM DRILL S/N ODI 6773 C/W 3' X 3' T -SLOT WORK TABLE AND QTY OF DRILL BITS AND TOOLING
- \* 144 SET OF 3 LIGHTWEIGHT MANUAL

- HORIZONTAL PYRAMID BENDING ROLLS
- \* 145 SECURE SCAFFOLD STORAGE STAND
- \* 146 STEEL SITE CONTAINER
- \* 147 2006 CIMC TYPE 087B22 20FT STEEL SHIPPING CONTAINER, MANUFACTURER NO CIMC10719995
- \* 148 SITESTORE SECURE STEEL SITE CONTAINER
- \* 149 LARGE QTY OF ASSORTED PLASTIC PIPE
- \* 150 SAMSUNG OFFICESERV 7100 TELEPHONE SYSTEM C/W 3 X MODEL DS-5014S TELEPHONES
- \* 151 AIR FORCE PORTABLE AIR CONDITIONING UNIT
- \* 152 IT AND ELECTRICAL EQUIPMENT TO MAIN OFFICE INCLUDING 2 X TOWER PCS AND FLATSCREEN MONITORS, HP LASERJET P1505 PRINTER, SAMSUNG FAX MACHINE AND PAPER SHREDDER ETC
- \* 153 REMAINING LOOSE AND REMOVEABLE CONTENTS OF MAIN OFFICE INCLUDING 2 X DESKS, METAL FOUR DRAWER FILING CABINET, 6FT STATIONERY CABINET, VARIOUS CHAIRS ETC
- \* 154 LOOSE AND REMOVEABLE CONTENTS OF THE DIRECTOR'S OFFICE INCLUDING TOWER PC AND FLATSCREEN MONITOR, HP DESKJET F380 PRINTER, DESK, ARMCHAIR, 6FT STATIONERY CABINET AND BOOKCASE ETC
- \* 155 LOOSE AND REMOVEABLE CONTENTS OF GENERAL MANAGER'S OFFICE INCLUDING 2 X DESKS, 2 X 6FT STATIONERY CABINETS, TWO DRAWER FILING CABINETS, OPERATORS CHAIR ETC

## CONDITIONS OF SALE FOR ONLINE AUCTIONS

1. The conditions of sale and all other contents of any catalogue are subject to amendment by the Auctioneers by the posting of notices, by oral announcement made by the auctioneer prior to or during the sale, or by way of an agreement in writing signed by the parties concerned. In particular they are subject to amendment by the Special Conditions of Sale relating to a specific Online Auction and posted at the Website [www.bidspotter.com](http://www.bidspotter.com)
2. The Buyer shall pay 15 per cent Buyers Premium (plus Value Added Tax) in addition to the hammer price and Value Added Tax (VAT) on the hammer price at the prevailing rate if applicable. The Auctioneer, when acting as agent for the seller may also receive commission from the Seller.
3. All lots which term shall include all forms of personal property whatsoever and fitted or affixed to land - are offered for sale subject to these Conditions, no variation of which shall be valid unless made in writing and signed by a person duly authorised by the Auctioneer. In these Conditions "the Auctioneer" shall be Fyrebrand Limited t/a CJM Asset Management or their servant or agent, who has agreed to auction any lot. By making a bid for any lot, the person making the bid warrants that he has read, makes his bid upon and agrees to be bound by these Conditions, and further warrants that he has due authority and capacity to make the bid, and binds both himself and any employer or principal to honour any contract resulting therefrom. Any bid shall be deemed to be an offer by the Buyer (a term used herein as including the bidder and any principal or employer of the bidder) to purchase any lot offered for sale upon these Conditions as amended by the Special Conditions.
4. The Auctioneer offers any lot for sale as agent for and on behalf of the person from or through whom instructions for sale have been received (the Seller) and not on the Auctioneer's own behalf. The sale of any lot shall be concluded and binding at the moment when the sale closes. The highest bid will be accepted save in exceptional circumstances, such circumstances to be determined by the Auctioneer whose decision shall be unchallengeable.
5. The Auctioneer shall have the sole and exclusive right to determine all matters whatsoever concerning the conduct and/or effect of any auction sale or purported sale and without prejudice to the generality of the foregoing, he shall be entitled to resolve disputes between bidders, to reject any bid and to withdraw, divide or consolidate any lots. He will further be entitled to require proof of identity and/or of authority from any bidder.
6. Following closure of the Online Auction Sale the Auctioneer will invoice all successful Buyers for the full amount due including Buyers Premium and Value Added Tax. Payment in full shall be deemed not to have occurred until any negotiable instrument has been honoured in full (or cash has been paid) such payment to be made within the time specified in the Special Conditions of Sale or in default of that specification, within 5 working days of receipt of the invoice. Time of payment shall be of the essence. The Buyer shall not be entitled to remove any lot from its position at the time of sale until the purchase price of that and any other lot purchased at the auction has been paid in full and in default of payment as aforesaid the Auctioneers shall have a lien upon all lots purchased by the Buyer during the same auction and shall be entitled to rescind the sale in respect of any lot or lots for which full payment is not made in due time, forfeit any deposit paid in respect of them, and resell the same without any right of compensation in the Buyer. The Auctioneer will also be entitled to charge interest upon any unpaid balance at the rate of 4 per cent above Base Rate from time to time and to charge for storage arising after the time for removal at the rate of £250 per lot per day until he elects to rescind the sale, if at all, which election he may make at any time after such non-payment.
7. The title to any lot shall remain with the Seller until the full sale price and any storage and interest charges have been paid to the Auctioneer, but the risk of damage to or loss of the lot by whatsoever cause and in whatsoever circumstances shall be transferred to the buyer at the moment when the lot is knocked down.
8. The Auctioneer warrants that he will only sell lots which he believes to be owned by the Seller or to which the Seller will be able to pass a good title but should it transpire that the Seller's title to any lot is defective or that the Seller cannot pass a good title to the Buyer, the Auctioneer shall be under no obligation to the Buyer other than to use his best reasonable endeavours (short of litigation), to procure the transfer of a good title to the Buyer and to assist the Buyer in exercising any remedies that he may have against the Seller.
9. The Buyer shall remove any lot for which he has paid in full plus other charges, if any, by the time for removal, which shall be either the time for payment or the time stated in the Special Conditions of Sale of the Auctioneer, whichever shall be the later, but provided that no lot shall be removed without the Auctioneers express written consent while the Auction is continuing. The Buyer shall be responsible for the removal of the articles and such removal must be carried out safely and lawfully. Flame cutting, the use of explosives or any other potentially hazardous or inflammatory process shall not be permissible at the site without express written consent. The Buyer agrees to insure against and to indemnify the Auctioneer and the Seller against any and all claims arising in respect of injury or damage to person or property, whether real or personal, caused by or in connection with the acts or omissions of the Buyer, whether caused by himself, his servants or agents or his principals or employer. The Auctioneer may ask the Buyer to provide a Risk Assessment and Method Statement prior to the removal of any lot. Such Risk Assessment and Method Statement must be approved by the Auctioneer and/or the Seller prior to the Buyer commencing the removal process. **Buyers must insure against these risks.**
- 9ii. All sales are made on a Buyer to remove basis. Assistance in the removal of any purchased lots by Auctioneers' staff or the Sellers' staff is undertaken solely as a courtesy to clients and will only be undertaken at the Auctioneers' discretion. In no event will the Auctioneers or the Seller be liable for any loss or damage regardless of cause. (Whilst the Auctioneers or the Seller may provide details of removal contractors those named do not come with any recommendation).
- 9iii. It is expressly brought to the Bidder's attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health & Safety at Work Etc. Act 1974, Environmental Protection Act 1990 or any other Act or Acts or regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Successful Bidders for any such plant, machinery or equipment are hereby required to ensure that the use of any such plant and equipment at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.
- 9iv. It is expressly brought to the Bidder's attention that certain types of plant or main service installations could contain blue or white asbestos, dangerous chemicals etc which, if not handled correctly during their removal from site, could be in breach of the Health and Safety at Work Act 1974 section 2-9 and Control of Substances Hazardous to Health Regulations 1988 (COSHH) or any other current legislations covering the use of such substances in a working environment.
- 9v. All Buyers must comply with all current legislation and regulations in relation to the removal/disposal of waste including hazardous waste and may be required to satisfy CJM Asset Management in relation to their disposal/removal procedures. Where waste materials are removed all work must be undertaken by an approved and licensed contractor.
- 9vi. The Buyer or his designated removal contractor will not commence any work on his purchase until he has demonstrated to the Seller's reasonable satisfaction that the requirements of all Health & Safety and CDM (Construction, Design & Management) Regulations applicable to the removal of the equipment have been fulfilled. The Seller's decision on this is final.
- 9vii. The Auctioneer reserves the right to request that the Buyer pays a bond in respect of potential damage to the auction premises prior to commencing removal. (See also paragraph 12 below).
10. All conditions and warranties as to the condition, quality, description or fitness for any purpose whatsoever of any lot sold by the Auctioneer are hereby expressly excluded. All lots are sold "as is where is" and neither the Auctioneer nor the Seller will be bound by or liable for any representation of any kind whatsoever, whensoever or howsoever made. Neither the Auctioneer nor the Seller shall be liable for any loss or damage whether caused by negligence or otherwise of either or both of their servants or agents and without prejudice to the generality of the foregoing neither the Auctioneer nor the Seller shall be liable for any loss of profit, business or production or similar or other loss whether direct or indirect or consequential, however caused.
- 10i. **In the circumstances any potential Buyer should rely solely and exclusively upon his own inspection of any lot and should not treat statements made in sale particulars or, before and during the auction by the Seller or the Auctioneer either as representations or to be relied upon. N.B: a sale by auction is not a consumer sale. Sale of Goods Act 1893 section 55(7) and Unfair Contract Terms Act 1977 Section 12(2). No lot is warranted or held out to be merchantable or safe for use or complying with statutory requirements for use, display or movement. The Auctioneer, his servants and agents have no authority to make representations.**
- 10ii. The Buyer of a "motor vehicle" is responsible for complying with the provision of the Road Traffic Act 1972 and all relevant regulations made under section 40 thereof (including the Motor Vehicles (Construction and Use) Regulations 1973) and any statutory modification thereof.
- 10iii. Furniture & Furnishings (Fire Safety) Regulations (1988): lots sold where they are applicable to this act are sold in the understanding that the Vendor(s) does not represent them as being in a condition, which makes them suitable for domestic use. The Buyers are reminded that if nevertheless any of the goods or articles are intended to be supplied in due course for domestic use the Buyers shall, before supplying them for such use, ensure that they comply with the obligations required under the Furniture & Furnishings (Fire & Safety) Regulations 1988.
11. The Buyer hereby undertakes to ensure that any lot he purchases will be used, moved or displayed whether at the site of the auction or elsewhere only when he has ensured that such use and/or movement and/or display is lawful and safe.
12. Should a Buyer, by himself, his servants or agents cause damage in any way to the site of the auction or damage to or loss of any lot thereat, the Auctioneer shall be entitled to exercise a lien in respect of any and all lots purchased by the Buyer until such damage or loss has been paid for in full, whether or not the lots or any of them have been paid for in full, such loss and damage to be assessed by the Auctioneer whose decision shall be final and unchallengeable. The Auctioneer's assessed sum shall be paid by the Buyer upon receipt of invoice therefore and payment shall be made forthwith, time being of the essence.
13. If, before title to any lot has passed to the Buyer thereof, the Buyer, being an individual, dies, enters into a composition or arrangement for the benefit of his creditors or has a Receiver Order in Bankruptcy made against him or being a body corporate, has a Receiver or a Receiver and Manager appointed or goes into liquidation or enters into a composition or arrangement for the benefit of its creditors, then contract for the sale of such lots shall be automatically and without notice rescinded unless the Auctioneer elects otherwise within 2 working days of written notice of such an event. Upon rescission, any deposit paid by the Buyer shall be forfeit and the Auctioneer shall be entitled to exercise the rights set out in paragraph 6.
14. If a Buyer is permitted to take a possession of any lot before the full sale price has been paid, the Seller and/or Auctioneer shall be entitled to enter upon any premises of the Buyer or under his control in order to repossess such lot.
15. If, before title passes to the buyer under these Conditions, the buyer nevertheless purports to resell or otherwise dispose of the lot or any interest therein, the Buyer shall hold the proceeds of such a sale or other disposition upon trust for the Auctioneer and the Seller jointly until title passes to the Buyer under these Conditions if at all, and in the meantime the buyer shall not deal with, charge or dispose of such proceeds except with the written consent of the Seller, or of the Auctioneer.
16. These Conditions shall be construed in accordance with and governed by English Law save in respect of sales in Scotland and Northern Ireland which shall be construed in accordance with and governed by Scottish and Northern Irish Law respectively. The Uniform Law on the International Sale of Goods shall not apply to this contract and the application of the United Nations Convention on Contracts for the International Sale of Goods of 11<sup>th</sup> April 1980 shall be excluded.

FYREBRAND LIMITED T/A CJM ASSET MANAGEMENT

Registered Office: Duchess House, Queensway Court, Scunthorpe,

DN16 1AD, UNITED KINGDOM

Registered in England No: 4046197

[www.cimasset.com](http://www.cimasset.com)