



assetappraisals

CHARTERED SURVEYORS AUCTIONEERS & VALUERS

# Online Auction

*On the instructions of Retained Clients, Insolvency Practitioners and  
Finance Companies*

## MUNICIPAL VEHICLES, PLANT AND MACHINERY



Photographs and timed online bidding via [www.bidspotter.com](http://www.bidspotter.com)

Viewing Dates: Tuesday 23<sup>rd</sup> February 2010 10.00am to 4.00pm  
Sale Opens: Tuesday 23<sup>rd</sup> February at 10.00am  
Sale Closes: Friday 26<sup>th</sup> February at 4.00pm  
Situate: Langar Auction Centre, Langar,  
Nottinghamshire NG13 9HY  
and Various other sites  
(see lot details for location)













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Asset Appraisals LLP, 7 The Ropewalk, Nottingham NG1 5DU




[www.assetappraisals.co.uk](http://www.assetappraisals.co.uk)

Lot No.		Description
1		Johnston 600 Dual Sweep Road Sweeper on Ford Iveco Tector 130E18 L/H drive chassis, Manual gear box, 13,000kg, Reg. No. FG52 OGD, date of registration 12-2002, odometer reading miles 89,000 approx., Donkey Engine 10,133 hours, Taxed 10-2010, MOT June 2010 <b>The above vehicle is situated at Ibstock, Leicestershire.</b> <b>Viewing by appointment, please contact James Allsopp 0115 947 3511.</b>
2		Mercedes Econic 280hp refuse lorry, Gee Sink RL 300, no. 16218 with Terberg twin wheelie bin loading facility, Reg. No. RA02 DYJ, date of registration 04-2002, odometer reading 108,600 approx., MOT May 2010. <b>The above vehicle is situated at Ibstock, Leicestershire.</b> <b>Viewing by appointment, please contact James Allsopp 0115 947 3511.</b>
3		Daf 45-130 Turbo 7.5 ton twin axle rigid body box van with tail lift, Reg. L544 MRB, date of registration, odometer reading 35932km ?, MOT April 2010.
4		Isuzu NQR-70 7.5 ton twin axle rigid body box van with tail lift, Reg. EU53 TPY, date of registration 01-02-2004, odometer reading 148,771km, MOT April 2010.
5		Isuzu NQ-69EA 7.5 ton spec vehicle recovery truck, reg. no. S279 DPP, date of registration 01-02-1999, odometer reading 74791km, No MOT.
6		Ex Environmental Agency shallow draught reed cutter, overall size 21ft x 8ft 3" x 2ft 11" draught, with twin screw propellers
7		Case International 1374 Hydrosift tractor, reg. no. C619 KFE, hours worked 2,756, date of registration 08-08-1985
8		BT battery operated fork lift truck, model CBE-25, no. 202521CE, hours worked ?, 2,500kg rated capacity, mast height 4.35m, Year 2002 with battery charger
9		BT battery operated fork lift truck, model CBE-25, hours worked 36,289, 2,500kg rated capacity, mast height 4.35m, Year 2002 (with faults ideal for spare lot No.8)
10		Caterpillar 3.5D diesel operated fork lift, no. 2794

11		Portakabin 12.27 x 4.25 x 3.04 with security/pay entrance, large open plan and one private office
12		2 no. Portable office cabin 10m x 3.15m
13		Elliott portable insulated office cabin 2.8x2.2x3.3m with air conditioning
14		Elliott portable insulated office cabin 2.8x2.2x3.3m with air conditioning
15		Renault Commando G12 road sweeper with centre and side brushes
16		Johnston 2000 compact precinct sweeper, no. 2000/EQ5020, hours worked 5645. (suitable for spares)
17		Schmidt compact precinct sweeper, hours worked? (working or suitable for spares)
18		Seppi Midi Forst 125 rear mounting flail mulcher/topper
19		Nido road grit/salt spreading demountable body, 5.3m3

20		Hot tar box 3460 x 1800 x1250mm
21		Red Rhino 5000 stone crusher, No. 5120702, year Dec. 2007, hours worked 288. The above vehicle is situated at Ballyronan, Co. Derry, Northern Ireland. Viewing by appointment, please contact James Allsopp 0115 947 3511.
22		BT battery pedestrian stillage truck, model BTLTP2000.E1, no.198712/1988, 2000kg capacity, 14,365 hours
23		BT battery pedestrian stillage truck, model BTLTP2000.E1, no.198713/1988, 2000kg capacity, 35,406 hours
24		Generator set 3kw
25		Generator set 3kw
26		Thermo King 40ft triple-axle refrigerated trailer, year 1990, with air suspension
27		Fruehauf 40ft triple-axle flat bed trailer, year 1993, tested April 2010, with air suspension
28		Vanttool 40ft triple-axle flat bed tilt trailer with leaf spring suspension
29		Tabbert Comtesse Deluxe five birth, 22ft caravan

30		Kawasaki 4WD Mule 3010 utility vehicle, year 2002, 1218 hours worked
31		Rolls Royce Silver Shadow, date of registration 14-08-1976, odometer reading 57,035 miles. (registration mark not included) Please note the registration mark is being sold separately to the vehicle.
32		Cherished registration mark 7426 LG
33		JCB 3CX, N Reg. 1976
34		Triple-axle single ram steel body tipping trailer, steel sprung suspension, 38ton approx. with barn doors, chassis no. A033087, year 1985
35		Triple-axle single ram aluminium body tipping trailer, steel sprung suspension, 38ton approx. with barn doors, chassis no. A033087, year 1983
36		Triple-axle single ram aluminium body tipping trailer, steel sprung suspension, 38ton approx. with barn doors, chassis no. ?, year 1988
37		Triple-axle single ram aluminium body tipping trailer, steel sprung suspension, 38ton approx. with barn doors, chassis no. ?, year 1988
38		Capital heavy duty hydraulic waste compactor
39		Capital heavy duty hydraulic waste compactor

40		<p>Petbow 63 KVA diesel pwered generator, three phase, 415 volts  <b>The above vehicle is situated at Bottesford, Leicestershire.</b>  <b>Viewing by appointment, please contact James Allsopp 0115 947 3511.</b></p>
41		<p>Iveco 100E15 airport support vehicle-fresh water tanker and pumping equipment, 10ton GVW, auto gearbox, date of registration 30-12-1994, registration no. M465 EHP, odometer reading 100,000 km  <b>The above vehicle is situated at Burton on the Wolds, Leicestershire.</b>  <b>Viewing by appointment, please contact James Allsopp 0115 947 3511.</b></p>
42		<p>Iveco 100E15 airport support vehicle-sewage removal tanker and pumping equipment, 10ton GVW, auto gearbox, date of registration 30-12-1994, registration no. M466 EHP, odometer reading 145,000 km  <b>The above vehicle is situated at Ibstock, Leicestershire.</b>  <b>Viewing by appointment, please contact James Allsopp 0115 947 3511.</b></p>

# SPECIAL TERMS & CONDITIONS OF SALE

Relating to Sale by Public Online Auction  
On the instructions of Retained Clients, Insolvency Practitioners and  
Finance Companies

Prospective purchasers should register 24 hours before the start of the sale and no later than two hours prior to the finish of the auction.

## IMPORTANT NOTICE

The equipment listed in this catalogue may not, in every case, comprise of complete equipment of the type described. Intending purchasers must satisfy themselves as to the extent to which any Lot is deficient of component parts. See Clause 7 of Conditions of Sale.

### LOCATION

Langar Auction Centre, Langar Airfield, Harby Road, Langar, Nottinghamshire, NG13 9HY.

Lot Nos. 1, 2, 21,40, 41 & 42 are situated at various other sites (see lot details for location) and can be viewed by appointment with Asset Appraisals.

### VIEWING OF SALE

Viewing will take place on site at Langar Auction Centre on **Tuesday 23<sup>rd</sup> February 2010 opening at 10.00am and closing at 4.00pm**, the closing time will be strictly adhered to. Prospective bidders should view and mark their catalogue as no lots will be accessible at the point of sale and are purchased as seen.

All persons entering the site will be required to register their details confirming they agree to the terms and conditions detailed in the catalogue and on site. For help with questions relating to online bidding and information regarding individual lots, please contact Asset Appraisals on 0115 947 3511

### PARKING

Please note that parking is restricted on site. Vehicles park at owner's risk. Follow signs for car park.

### RESERVES

Where appropriate and at the Auctioneers discretion, lots may be subject to reserve.

### REGISTRATION

All bidders must register 24 hours before the sale with [www.bidspotter.com](http://www.bidspotter.com)

### BIDDING

Bidding starts on [bidspotter.com](http://bidspotter.com)



- **Sales starts online 10.00am Tuesday 23<sup>rd</sup> February 2010.**
- **Sales closes 4.00pm Friday 26<sup>th</sup> February 2010.**

For new bidders please follow the user friendly link to [www.bidspotter.com](http://www.bidspotter.com) "New Bidder" The auction will start to close from the time stated in the auction catalogue. Where a bid is placed in the last minute prior to a lot closing, the time will be extended by 10 minutes to allow further bidding to take place. This will not affect the closing time of any following lots assuming no further bids are placed within the last minute those subsequent lots. Asset Appraisals or their agents, reserve the right to cancel, block or remove any bid/bidder from the sale, if the bidders has registered before and not complied with any of the terms and conditions of sale. By making a bid on any lot, the bidder agrees to purchase the lot at the bid price. Once a bid has been placed, it cannot be withdrawn or cancelled.

## BUYER'S PREMIUM

A Buyer's Premium of 10% will be added to all successful bids to which VAT will be added at the applicable rate.

## VALUE ADDED TAX

All lots will be sold exclusive of Value Added Tax which will be added to the purchaser's sale accounts at the standard rate. Private motor vehicles are excluded from VAT.

## NON UK BUYERS

On registration overseas buyers must provide:

- Full Bank details
- Passport details
- Driving License

## NON EU PURCHASERS

VAT will be repaid upon receipt of a copy of the Bill of Lading, or other official documentation, to prove that the goods have been exported.

## EU MEMBER PURCHASER

The VAT element will be repaid upon receipt from the buyer of a copy of official company letterhead incorporating their VAT number. In the event that claimants do not comply with the above terms, the VAT element will be transferred to the Seller in accordance with our standard VAT procedures.

## CONDITIONS OF SALE

The sale is subject to the General Conditions of Sale as attached below.

## TRANSFERS

Asset Appraisals LLP will not, under any circumstances, recognise the sale of lots to a third party, we will only accept payment from and permit removal of lots purchased by the declared buyer successfully bidding at the sale or their appointed agent.

## PURCHASE OF GOODS THROUGH A FINANCE COMPANY

We draw your attention to the buyers contemplating purchasing goods through a finance company that arrangements should be made well in advance of the sale so they may make payment in accordance with the Conditions of Sale.

## NOTIFICATION OF SUCCESSFUL PURCHASE

Successful bidders will be invoiced within 24 hours, by email. It is the bidder's responsibility to check emails for notification of success. Under bidders may be contacted if the highest bidder defaults on payment.

## PAYMENT DEADLINE **3.00pm Monday 1<sup>ST</sup> March 2010**

In order for the immediate clearance of goods purchasers are advised to have in place payment/banking facilities in advance of the close of the sale.

## PAYMENT

To make payment please ensure that you have sufficient funds in your account when making this payment. Lots purchased may only be removed upon receipt by the Auctioneer of cleared funds by one of the methods detailed below:-

### CASH

Cash maximum of £1,000.00 per lot.

### BANKERS DRAFTS

Payable to Asset Appraisals LLP Client Account.

### TELEGRAPHIC BANK TRANSFER

Telegraphic Bank Transfer to allow for quick collection of lots, all payments must be made in UK Sterling.

Our Bank details:-

Lloyds TSB Bank plc, Old Market Square, Nottingham NG16FD UK  
Account Name: Asset Appraisals LLP Client Call Account  
Sort Code: 30-96-18  
Account Number: 01021808  
Swift Code: LOYDGB21069  
IBAN: GB84LOYD30961801021808

## **WE DO NOT ACCEPT CREDIT OR DEBIT CARD PAYMENT**

### **CHEQUES**

Cheques will only be accepted if accompanied by an original letter from your banker's addressed to Asset Appraisals LLP quoting:

- Specific sale
- Buyers name, address and account details
- The amount your bank will honour for cheques in total
- Direct telephone number of the bank contact

### **REMOVAL DEADLINE 4.00pm Friday 5<sup>th</sup> March 2010**

All lots to be removed from Langar Auction Centre by 4.00 pm Friday 5<sup>th</sup> March 2010, opening at 10.00am and closing at 4.00pm, the closing date and times will be strictly adhered to.

### **REMOVAL OF LOTS**

- No lots will be released without the presentation of the purchase invoice and release note.
- Any person or persons seen to be acting in a manner which may endanger themselves or others, will be asked to stop and leave the site immediately. It is the buyer's responsibility to ensure that arrangements have been made for the removal of all Lots purchased.
- Removal of lots to be undertaken by the purchaser;
- Only assets with lot tickets are offered for sale;
- Any purchaser seen to be damaging the premises or fabric of the buildings will be immediately asked to leave the premises.

Asset Appraisals, their agents and porters are on site to supervise and control removals, not assist in the handling or loading of lots. Insurance cover is not in place for Asset Appraisals to undertake handling.

### **SITE PROCEDURE**

Asset Appraisals, their agents or sub contractors reserve the right to refuse admission or ask person to leave site where abusive or behavior is deemed to be unacceptable. Any person seen to be acting in a manner which may put others at risk will be asked to leave site immediately. In case of fire all visitors and contractors are to exit buildings as directed by the Auctioneer and his staff.

All visitors and contractors and their vehicles may be subject to search whilst on site. All visitors and contractors are reminded that they are responsible for their own safety on site and enter at their own risk and should take the precaution of wearing protective clothing if appropriate.

### **HEALTH & SAFETY**

Neither the Vendor nor the Auctioneer shall be under any liability pursuant to Section 6 of the Health and Safety Act 1974 and the purchaser's attention is drawn to the undertaking given on each buyer's Slip at the sale by which the Purchaser undertakes to take such reasonable and practical steps as are sufficient to ensure that his purchase will be safe and without risk to health or safety when properly used.

Depending on the size of the removal programme, it may be that certain projects will come under the Health & Safety Executive (HSE) assuming the role of the client under Construction, Design and Management Regulations 1994 (CDM). This will be where walls, roofs, or major structural movement may take place. Any plant movement involving more than a "Lift & Shift" situation needs to be referred to Asset Appraisals Limited before a "Permit to Work" is issued. Clearance of all lots must be undertaken in accordance with current Health & Safety at Work Regulations and, where necessary, Construction, Design and Management Regulations 1994 (CDM). You may have to provide a "Work Method Statement" and "Risk Assessment" approved by Asset Appraisals Limited prior to the removal of any lots. Asset Appraisals Limited reserve the right to halt clearance if they feel, in their opinion, it is being carried out in an unsafe manner or without an approved "Method Statement" and "Risk Assessment", as stated. Disconnection / Oil / Liquid Removal Electrical disconnections from Mains supply are the responsibility of the purchaser, unless stated otherwise, and MUST be carried out by an approved electrician.

Any fluids remaining in the machine/or lot offered for sale at the time of purchase are the responsibility of the purchaser and MUST be removed from site to conform with COSHH (Control of Substances Hazardous to Health) regulations.

**DUE TO THE NATURE OF THE SITE CHILDREN UNDER THE AGE OF 16 WILL NOT BE ALLOWED.**

#### **TRANSPORT**

Collection and deliveries can be arranged by contacting:-

Langar Haulage Limited  
Harby Lane  
Langar Airfield  
Langar  
Nottingham  
NG13 9HY

Tel: 01949 869441

Note neither the vendor nor the auctioneer will be liable for loss or damage of goods in transit.

#### **GENERAL NOTES**

The Lots are sold as they lie with all faults and errors or mis-statements of description, measurement, weight, quantity, quality, numbered or otherwise (whether of a substantial nature or not). The Purchaser shall be deemed to have inspected the Lot he buys and if he buys without previous inspection, he shall do so at his own risk. No oral or written representation made prior to or at the time of the sale of any Lot shall be deemed to be incorporated in such sale nor to have induced any Purchaser to bid therefore. The Lots are not sold by sample, but in any case a sample shall be displayed it shall be on the understanding that the Contract of Sale shall contain no implied condition or warranty as to quality or fitness or otherwise or that the Lots are free from any defects rendering them merchantable or are reasonably fit for the purpose for which they are purchased.

Where the Auctioneer conducts a sale on behalf of a Vendor who is an Administrative Receiver, Administrator or Liquidator of a Limited Company or Trustee in Bankruptcy of any Individual:-

- (a) The Vendor shall only act as agent on behalf of the company or Bankrupt and shall be under no personal liability whatsoever in respect of the Contract for the sale of any Lot;
- (b) The Vendor and the Auctioneers on their behalf only sell whatever right title or interest the Company or Bankrupt may have in any lot;
- (c) In the event of a third party proving to have a superior title or right to custody or possession of any Lot the Vendor may rescind the Contract of Sale and upon return of any deposit and/or purchase price to the Purchasers neither the Vendor nor the Auctioneer shall be under any further liability to the Purchaser.

#### **MOTOR VEHICLES**

Odometer readings should be validated in all in situations by the purchaser. Documents, ie V5 documents, log books and MOT certificates etc will be made available to the purchaser. The purchaser should not assume that all vehicle documents are available.

# GENERAL CONDITIONS OF SALE

## 1. Application of General Conditions

1.1 These General Conditions apply to every sale of plant and machinery, chattels and trade stocks conducted by The Agent whether by Auction, private treaty or tender including all Lots described on the web site, in the Catalogue or The Agent's invoice.

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

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

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

(1) Scotland in which case the laws of Scotland shall apply; or

(2) Northern Ireland in which case the laws of Northern Ireland shall apply.

## 2. Identity of the Parties

2.1 The Agent offers each Lot as agent of the Vendor and not as principal unless otherwise indicated in the Catalogue.

2.2 The identity of the Vendor is set out in the Special Conditions.

2.3 Unless The Agent 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.

2.4 Any Bidder acting as agent on behalf of a named principal shall remain liable to the Vendor and The Agent for all obligations and liabilities of his principal. The Bidder warrants that he has the authority of his principal to make each Bid made.

2.5 Every Bidder is required to give his name and address and provide satisfactory proof of identity to The Agent before making any Bid.

## 3. Conduct of Auctions

3.1 Any Lot may be subject to a reserve price.

3.2 The Vendor or his representative or The Agent on his behalf may Bid for any Lot.

3.3 The Auctioneer may at any time before the fall of the hammer withdraw or divide any Lot or combine any Lots.

3.4 The Agent may sell any Lot by private sale before or after the Auction.

3.5 The Auctioneer may reject any Bid at his sole discretion and without being required to give a reason.

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

3.7 The Buyer shall be the person who made the highest Bid before the fall of the hammer or such other Bidder as the Auctioneer may declare to be the Buyer without being required to give a reason.

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

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

3.10 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.

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

## 4. Sale and Payment

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

- (1) immediately upon the sale of any Lot a deposit of 25% of the price, if requested by The Agent;
- (2) the balance of the price of the Lot purchased together with a Buyer's Premium of 10% (unless otherwise stated in the special terms and conditions) of the price and any VAT due by no later than the time and date specified in the Special Conditions;
- (3) any other payment or amount due to the Vendor and/or The Agent pursuant to these General Conditions or the Special Conditions on demand.

4.2 In every case time for payment shall be of the essence.

4.3 In view of Money Laundering Regulations The Agent reserves the right to refuse payment in cash. Payments in cash of more than £1,000.00 will not, in any circumstances, be accepted.

4.4 If the Buyer fails to make any payment on the due date for payment then, without limiting any other right or remedy available to the Vendor, the Buyer shall pay to The Agent interest (both before and after any judgment) on the amount unpaid at the rate of 1.5% per month or any part thereof until payment in full is made.

4.5 Until the Buyer has fully complied with its obligations in this clause 4:-

- (1) title to any Lot bought shall not pass to the Buyer;
- (2) the Vendor shall have a lien over any Lot bought by the Buyer in the Auction;
- (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 Vendor.

4.6 All prices are exclusive of value added tax for which the Buyer shall be additionally liable to pay to The Agent. On written request by the Buyer The Agent will provide a VAT invoice.

## 5. Removal of Lots

5.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately upon the sale being agreed, which, in the case of an Auction, is upon the fall of the hammer.

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

- (1) paid by cleared funds all amounts payable pursuant to clause 5 above in full; and
- (2) The Buyer if requested by The Agent, shall produce evidence satisfactory to the Agent that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 5.6 and/or deposited with The Agent, by way of security for the costs of making good any damage likely to occur, such sum as the Company may stipulate.

5.3 (1) The Buyer must remove each Lot purchased by the time and/or date specified in the Special Conditions for which time shall be of the essence. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions.

(2) Buyers should co-operate regarding order of removal in order to comply with the clearance date. If it transpires that a purchaser makes no effort to commence dismantling and the particular item of plant is preventing other buyers from removing equipment, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the final clearance date. If in the event the purchaser does not comply, then the Auctioneer reserves the right to arrange for the removal of the lot or lots and charge any attendant costs to the purchaser.

(3) If any lot or item 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 purchaser of the relevant Lot(s) or Item(s).

5.4 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.

## 5.5 When removing any Lot the Buyer:-

(1) shall be responsible for detaching any Lot fixed to land or buildings and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of The Agent;

### (2) Compliance with Laws, Regulations and Planning

Purchasers or their Removal Contractors are responsible for applying for relevant planning permissions (if appropriate) with reference to the removal of building structures and plant housings. Purchasers or their Contractors shall at all times comply with all orders, regulations, requirements and rules of any authority whether Parliamentary, statutory, parochial or local and in particular shall comply with all requirements applicable to the employment by them of labour or otherwise affecting the work.

The Purchasers or their Contractors shall in addition and without prejudice to the generality of the foregoing conform to the regulations and bye-laws of local authorities and shall pay all fees and charges arising under the said regulations and bye-laws in respect of the Work. 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.

(3) 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 of waste and, if required, satisfy The Agent in relation to their removal procedures; in particular, the removal of waste materials must be undertaken by an approved and licensed contractor;

(4) is responsible for ensuring that any motor vehicle may be safely and lawfully driven onto a public highway;

5.6 The Buyer shall indemnify The Agent and the Vendor against any loss damages, expenses, claims or liabilities arising directly or indirectly from the detaching of any Lot fixed to land or buildings and/or its removal including (without prejudice to the generality of the foregoing) any damage caused to other Lots, the Location or to any third party.

## 6. Default by the Buyer

6.1 If at any time the Buyer has failed to pay the sums specified in clause 5 above in full by the due date for payment, or to remove any Lot purchased by the time or date specified in the Special Conditions the Vendor may rescind the sale of that Lot, in which case any deposit shall be forfeit, and that Lot may be resold.

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

6.3 If the Vendor has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:-

(1) the sale price less the resale price;

(2) the costs of and incidental to resale.

6.4 If the Buyer fails to remove any Lot by the time specified:-

(1) the Vendor may remove the Lot from the Location and leave them outside at the Buyer's risk in all respects;

(2) the Vendor may charge the Buyer for the reasonable costs of storage;

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

## 7. Acknowledgements and Exclusion of Warranties

7.1 The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Vendor or The Agent 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 (without limitation any warranties and conditions as to title quiet possession, satisfactory quality fitness for purpose and description).

7.2 The Buyer further acknowledges that neither the Vendors nor The Agent 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.

7.3 The Buyer also acknowledges that:-

(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 so 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;

2) if it shall be found that the Vendor 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; and

(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 Vendor.

7.4 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 before using it on a public road and 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 Vendor nor The Agent shall incur any liability to the Buyer because of any default or defect in all or any of the Lots.

7.5 The Buyer acknowledges and agrees that The Agent is acting only as agent of the Vendor 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 Agent and the Buyer shall indemnify The Agent against all and any liabilities arising under or in connection with the sale of any Lot.

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

(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, 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;

(2) the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for 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 Vendor making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;

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

# PROXY BIDS TO ASSET APPRAISALS

## RELATING TO THE LANGAR COLLECTIVE ONLINE AUCTION

I/We the undersigned will be unable to bid online for the assets detailed in this catalogue, and hereby authorise you to bid on my/behalf up to the amounts stated at the side of each lot number within the catalogue. For clarity, these are detailed below. I/We understand that the bids will be subject to the addition of VAT and I/We confirm that I/We have read and understood the General and Special Conditions of Sale relating to this sale. I/We confirm that I/We will settle the account in accordance with the requirements detailed in the catalogue upon notification.

### BLOCK CAPITALS

<b>Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Date</b>	
<b>Driving License Number</b>	
<b>Signature</b>	

Lot Number	Description	Amount £