

**Short Notice Sale by Private Treaty**

**On behalf of the Liquidator of Lightpower Ltd**

**Vehicle Mounted Access Platforms, Light Stock and Power Tools**

**Viewing:** Monday 24<sup>th</sup> July 9 am to 4pm – please confirm appointment time prior to site visit.

**Location:** Unit 3, Seeleys Park, Seeleys Road, Birmingham, B11 2LR

**Offers:**

Please see the attached inventory of assets.

**Any offer on stock needs to be split out from offers as a whole.**

The inventory has item numbers alongside it. These can be used as reference but are **not** specifically lot numbers. The inventory is to be used as a guide and quantities of assets have not been verified. It is down to the purchaser to check quantities and condition of assets. Please see our general terms of sale for additional conditions.

Offers will be considered as a whole or on an individual item basis.

All offers need to account for VAT. VAT will be added at 20% where applicable.

For example, detail your offer total as £1,000 + VAT.

There is no buyer's premium charged on this sale.

**Best and final offers to be submitted by 4pm Wednesday 26<sup>th</sup> July 2017.**

Offers may be sent to [james.gregory@mrappraisals.com](mailto:james.gregory@mrappraisals.com) or fax 0121 200 1357 or posted to MGR Appraisals, 50 – 54 St. Pauls Square, Birmingham, B3 1QS

**Payment and Clearance:**

Successful parties will be contacted within 24 hours to 48 hours of the deadline and invoiced.

Payment is to be made immediately and clearance of the property must be completed by 4pm Tuesday 1 August 2017.

## Lightpower Limited

### Schedule of Assets

Item	Description	Bids £
1	2003(May) Applied Sweeper Model 525 Green Machine road sweeper, 1123cc diesel, 8633km, neutral mode 2735hrs, Reg no. SN03 OFG	
2	2001 Hyster Model E2.00XM 1850kg electric fork lift truck with sideshift, lift to 4950mm, 04059hrs, solid tyres and Curtis FLT004 charger	
3	2002(Jun) Iveco Model Daily 50C14V panel van fitted Styltone Model DA12.5m Vehicle mounted access platform -Cherry Picker, 2 stabiliser feet-test 5/7/2017. 5200kg GVW, 2800cc diesel, 185,873km, V112G tax exemption Reg no. FD02 VJC	
4	2004(Jun) Ford Transit Model 90 T350 panel van fitted Versalift 12.5m Vehicle mounted access platform -Cherry Picker, 2 stabiliser feet, test 3/1/2017, 3500kg GVW, 2402cc diesel, MOT 26/7/2017, Reg no. KN04 UFC ENGINE NON-RUNNER	
5	2006(Nov) Ford Transit Model 90 T350 MWB tipper truck with steel dropsides 3500kg GVW, 2402cc diesel, MOT 10/5/2017 57,994m, Reg no. NL56 GFG	
6	2008(Aug) Iveco Model Daily 3.0 HPT 65C18 fitted 2008 Hiab Model 022T hydraulic crane test 5/6/2017 capacity 1645kg @ 1.3m, 500kg @ 4.2m, aluminium dropsides and aluminium site box, 6500kg GVW, 2998cc diesel, 60,295km, MOT 10/8/2017, Reg no. BU08 CWF	
7	2014(Oct) Nissan Model F35 Nv400 L3h1 2.3dCi pick-up truck with aluminium dropsides, 3500kg GVW, 2298cc diesel, 16,029m, Reg no. BX64 EJK	
10	4 post-hole diggers, 4 post-hole spades, 2 breaker bars, rammer, pick axe, 4 gully cover lifting handles, Drivall hand operated breaker, 2 rakes, 2 Makita spray units, 9 fuel containers, slab mallet	
11	Makita 627D cordless drill/driver, DeWalt DCC776 drill/driver, Makita 115mm angle grinder 110v, Black & Decker DN66 router 230v, 110-volt 2-port transformer	
12	Makita HS7601 circular saw 230v, JCB belt sander 230v, Hitachi G235SR angle grinder 110v	
13	Megger MFT1720 multi function tester	
14	Megger MFT1552 multi function tester	
15	3x Makita 8390D and 8391 cordless drill/drivers and Bosch PHG500-2 hot air gun	
16	Makita 2424NB 355mm bench cut-off saw 110v, Makita 4329 jig saw 110v, 110-volt 2-port transformer, 2x Makita cordless drill/drivers	
17	Spring lamp post tilting trolley jig	
18	Avery AO 1370mm paper trimmer /guillotine	
19	2x4-drawer filing cabinets and timber cupboard with contents of lubricants, maintenance cleaning aerosols, 2 gas torches, hand gel, rubber floor cable trunking	
20	2002 Winchmaster H25G 2-speed cable pulling winch with foot pedal control 110v	

21	Wolf Type 1200 portable petrol generator 230volt, 4hp, 1000W	
22	Clarke Power CSV1A submersible pump 230v, pedometer, 12v magnetic vehicle beacon, breaker chisels, gas torch, 4 rivet guns, cable terminal crimper, 2 banding tensioners and hand tools	
23	Radiodetection CAT RD400STX signal transmitter and RD400SL signal detector	
24	4 Robin RCCB digital testers models 540D, 4114 and Robin KMP7010 Amprobe	
25	LaserMark iLM XT laser and LLD-20 laser line detector	
26	Approx 10 LAS20 battery warning beacons	
27	Bluespot tube bender on stand fitted pipe vice	
28	7 unused Craft Gear HiVis jackets and range of used jackets in 5 bags	
29	2 Versalift and other fibreglass access platforms	
30	Makita EK6100 portable petrol disc cutter	
31	Makita DPC6430 portable petrol disc cutter	
32	Makita DPC6430 portable petrol disc cutter	
33	Portable petrol generator/breaker set, Clarke CP5050 230/110v 5kva generator with Bosch GSH27 110v breaker	
34	Portable petrol generator/breaker set, Stephill 230/110v 5kva generator serial no. 505862 with Bosch GSH27 110v breaker	
35	Portable petrol generator/breaker set, Stephill 230/110v 5kva generator serial no. 186386 with Bosch GSH27 110v breaker	
36	Zarges 40 230 triple 12-rung aluminium extending ladder, 3 fibreglass and aluminium step ladders 5 and 6-tread, 6-tread aluminium step ladders, 2 timber step ladders	
37	3 sets of aluminium step ladders 6, 8 and 13 tread and 11-rung double extending ladders	
38	Airmaster Tiger 8/250 Turbo portable compressor on 24 litre receiver 230v	
40	11 steel stillages 920x610x645 and 800mm	
41	2 KS quick-form pallet racks each 3 bays each 4 mesh shelves 7700x800x5000mm	
42	2 galvanised steel quick-form racks each 5 bays each 4 shelves 6120x420x2000mm	
43	2 benches 3000x800mm (pallet rack construction) one fitted Record vice, and single bay pallet rack 2300x760x1530mm with single shelf	
44	68 JSP 780mm road cones	
45	20 plastic barriers with stands mostly interlocking 1980 and 2000mm and 4 x900mm	
46	Illuminated sign "Seasons Greeting from Lightpower" approx 6000x800mm	
47	Range of electrical spares and fastener stock in cage store in 140 lin bins on 6 racks and 45 stacking plastic bins including - fuses, cable, 110 and 230v plugs, conduit fittings, cable glands, nuts, bolts, washers, self-tapping screws, security bolts, and cable trunking fittings	

48	Stock on 2 pallet racks, 1 galvanised steel rack and loose on floor - range of lanterns, low bay industrial fittings, Signature A Type Delta fittings, Belisha Beacon bowls, TMP Bollards, Isolators, Terminals, flag banner arm-spring loaded, column caps, height barrier shoot bolts....for stock list see below.	
49	Lamp posts - 3 new and 11 used Stainton tubular steel columns 6m, 1x Stainton octagonal mid-hinged lamp column 5m, 2x10m and 1x 6m ALC aluminium conical lamp columns	
50	Range of lamps starters, ballasts on 5 bays(one rack)by Philips, Fusion, GE, Osram, Crompton, Sylvania and Maxim - SOX Plus, Son-T, PIA Plus, halogen, sodium, compact fluorescent, metal halide, mercury and incandescent	
51	BBPNL plastic road barriers approx 220 feet, 360 posts, 270 barriers and 2x3m galvanised mesh fencing sections	
52	2 aluminium lorry/site lockers and 2 wheelbarrows	
59	Light ash office furniture - 4 Wave style and straight desks, 3 filing cabinets, double door stationery cabinet, 2 bookcases, 8 swivel operators and armchairs	
60	HP Officejet Pro 8600 MFP, HP Officejet 7500A A£ MFP, HP Officejet Pro 8100 printers and Fellows MS-450LS paper shredder	
61	Apple iMac 21.5ins PC Mid 2011, 2.5GHz,8GB, 500GB, AMD Radeon HD 6750M-512MB, Magic Mouse and wireless keyboard	
62	Apple iMac 21.5ins PC Mid 2011, 2.5GHz,8GB, 500GB, AMD Radeon HD 6750M-512MB, Magic Mouse and wireless keyboard	
63	Apple iMac 21.5ins PC Mid 2011, 2.5GHz,8GB, 500GB, AMD Radeon HD 6750M-512MB, Magic Mouse and wireless keyboard	
64	Apple iMac 21.5ins PC Mid 2011, 2.5GHz,8GB, 500GB, AMD Radeon HD 6750M-512MB, Magic Mouse and wireless keyboard	
65	27 plastic folding road warning signs- various hazards	
66	Range of festoon lighting looms 500 and 1000mm spacing 230v in 2 stillages-included	
	<b>TOTAL</b>	

**Stock List for Item 48.**

Qty	Description	Size	Wattage	P/cell	Bowl	Colour
12	Urbis ZX3 lantern	150w	mini	flat glass	green	
2	Philips Vectra lantern	100w	mini	bowl	grey	
1	Urbis Sapphire lantern	100w	mini	bowl	green	s/h
1	WRTL ARC lantern	150w	nema	shallow	grey	s/h
2	Phosco P567 lantern	70w	n/a	shallow	grey	
8	Thorn Beta 2 lantern	55w	nema	bowl	alu	
1	Philips Mini Milewide lantern (bham)	60w	telensa	flat glass	grey	
1	Urbis ZX1 lantern	70w	nema	flat glass		
2	Philips FGS233 lantern	24w	nema	bowl		
1	Philips FGS244 lantern	36w	nema	bowl		
1	WRTL 6250GN lantern	250w	nema	flat glass		
1	Thorn Civic lantern	60w	nema	curved		
1	Thorn Riva lantern	150w	nema	flat glass		
1	WRTL Vectra lantern	150w	nema	bowl		
4	Philips Mini Iridium lantern (cov)	45w	telensa	shallow		
1	Philips MA Gear in Head lantern	135w	nema	shallow		
1	WRTL SRL35AN lantern	35w	nema	bowl		
4	WRTL Vectra lantern	250w	nema	bowl		
4	WRTL Airtrace lantern (bham)	150w	telensa	flat glass	black	
4	Urbis Neos Floodlights	150w	n/a	flat glass		s/h
4	Holophane Seattle Floodlights	250w	n/a	flat glass		
1	Holophane QSS lantern	60w	n/a	curved		
4	Urbis Furyo lantern	60w	n/a	bowl		
5	Holophane Dorchester lantern	250w	n/a	flat glass		
2	Philips Mini Milewide lantern	60w	n/a	flat glass		
1	Philips City Soul lantern	140w	n/a	flat glass		
1	Philips Milewide lantern	140w	n/a	flat glass		
1	Thorn Civic lantern	57w	n/a	curved		
18	Thorn Beta 79 lantern	70w	nema	bowl		
2	WRTL Pathfinder lantern	70w	n/a	bowl		
2	Low Bay Industrial flitting	250w	n/a	n/a	white	
3	low Bay Industrial flitting	150w	n/a	n/a	white	
1	Signature B type fitting	LED	n/a	flat glass	black	

2	Signature A type Delta fitting	11w	mini	flat glass	black	
7	Signature A type Delta fitting	LED	mini	flat glass	black	
1	Signature A type Delta fitting	11w	mini	flat glass	grey	
2	Signature A type Exlite fitting	11w	mini	flat glass	grey	
	Belisha Beacons Bowls					
	Belisha Beacons LED					
2	Hanging baskets (4 x half)					
3	TMP Reboundable Bollards c/w bases					
	Various Charles Isolators L2, L3, L4, extension boxes					
	Terminals					
	DP Isolators and fuse carriers					
	Tofco					
9	Flag banner arms (spring loaded)					
	Various Column / Post Caps					
2	Height Barrier Shoot bolts					





















**General Terms and Conditions of Sale of MGR Appraisals Management Limited trading as MGR Appraisals of 50 – 54 St. Pauls Square, Birmingham, B3 1QS**

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

**IMPORTANT**

THE ATTENTION OF ALL PERSONS ATTENDING THE AUCTION IS DRAWN TO THESE CONDITIONS OF SALE AND AS SUCH IS DEEMED TO HAVE READ THE SAME.

**1. DEFINITIONS**

In these Terms and Conditions of Sale, the following words will have the following meanings:

- a) "The Agents" means MGR Appraisals Management Limited trading as MGR Appraisals or any Employee thereof at the time of Sale being disclosed agents.
- b) "The Auctioneers" means the person conducting the auction, MGR Appraisals Management Limited or any Employee thereof at the time of Sale.
- c) The "Purchaser" shall have the meaning ascribed to it in condition 4 below and Purchasers shall be deemed to be principals (for the purpose of these conditions) unless to the knowledge of the Agents and Auctioneers they are acting as agents on behalf of a named principal.
- d) The "Vendor" means the person owning or having the right to sell the lot.

**2. GENERAL**

- a) The Agents/Auctioneers act only as agents for the Vendor (unless otherwise directly declared). Vendors are not paid until payment is received from the Purchaser. The Agents/Auctioneers are not necessarily in a position to know the history or assess the quality of lots sold on behalf of Vendors. Furthermore, lots sold are likely to have been subject to wear and tear caused by use or the effects of age and may therefore have faults and imperfections. Purchasers are given an opportunity at the viewing period to examine lots to be sold and will be assumed to have done so. Purchasers are deemed to have satisfied themselves as to the condition of any lots before bidding and lots are therefore sold as seen with no guarantee or warranty being given or implied.
- b) The Interpretation Act 1978 applies to the terms and expressions used in these Terms and Conditions of Sale as if contained in statute and these Terms and Conditions of Sale shall be governed by English law, and any dispute arising out of or in connection with the sale and, or the Terms and Conditions shall be dealt with in an English court of Law.

**3. THIRD PARTY LIABILITY**

The Agents/Auctioneers will not be responsible for any injury, damage, or loss, howsoever caused to or sustained by any person on the Agents/Auctioneers' premises or any site where an auction is held, including the period(s) during which viewing and subsequent removal takes place.

- 3.1 No liability shall attach to the Auctioneer or the Seller either in contract or in tort for loss, injury or damage and legal or other expenses sustained by the buyer or anyone who attends the sale or his property at any time whether prior to during or after removal of Lots by reason of:-
- 3.2 any defect in the Lot sold, whether or not such defect be latent or apparent on inspection;
- 3.3 any defect or danger in or on the premises where the Auction is held;
- 3.4 any use or misuse of any of the plant or machinery or equipment present on the premises where the Auction is held, including without limitation, forklifts, travelling gantry cranes and other craneage;
- 3.5 any act or omission of the Auctioneer in the conduct of the Auction or after the Auction;
- 3.6 any act or omission of any person other than the Auctioneer;
- 3.7 in no circumstances shall the Auctioneer be liable to any person who may attend or bid at the Auction nor to any agent or employee of such person for any consequential loss or damage howsoever caused.

Each of the clauses 3 to 3.7 and the sub-clauses therein shall be severable and take effect as separate conditions and sub-conditions as the case may be.

**4. BIDDING**

All offers and bids made shall be treated as offers made upon these Terms and Conditions of Sale, and all persons present at the Auction and offerors acknowledge that their attention has been drawn to these Terms and Conditions of Sale and that they are bound by them. Subject to these Terms and Conditions, the highest bidder/offeror shall be the Purchaser, subject to the approval of the bid by the vendor

**5. AUCTIONEERS' DISCRETION**

The Auctioneers have the right to:

- a) Refuse any bid.
- b) Advance the bidding at his own discretion.
- c) Decide whether there has been a dispute as to the bidding and, if so, immediately re-offer the lot in question.
- d) Divide, combine, and withdraw any lots.
- e) Exclude any person from the Auction process

**6. VENDORS RIGHTS**

Lots offered for sale are subject to the following:

- a) Any reserve price placed by the Vendor.
- b) The right of the Auctioneers to bid on behalf of the Vendor.
- c) When a reserve price has been placed (but in no other case) for the Vendor to bid personally or through any agent.
- d) VAT at the applicable local rate if appropriate.

## **7. DUTIES OF PERSONS PRESENT, PURCHASERS AND PAYMENT TERMS**

- 7.1 All persons present at an auction sale and or taking part in an on-line auction agree to refrain from conduct which may cause a nuisance to others present
- 7.2 Upon the Auctioneer declaring any lot sold, the Purchaser shall immediately:
- Supply a Banker's reference unless prior arrangements have been made.
  - Subject to vendor approval being obtained pay the full purchase price and the Auctioneers' premium, if any, plus any chargeable VAT, unless prior approval has been obtained from the Auctioneer to pay upon the fall of the hammer a deposit of 10% of the purchase price and the Auctioneers' premium. Where a deposit has been approved by the Auctioneer, the balance must be paid in full by 4pm the following day.
  - On proof of payment in full, clear any lot expeditiously and at the latest by the date and times specified in clause 7.3.
  - Pay a premium at the rate specified (at 15% unless otherwise specified in the notice to bidders and conditions of auction) of the price realised for each lot, whether sold by auction or private treaty, plus VAT thereon (such premium to belong to the Auctioneers).
  - Should payment not be received within the timescales specified in clause 7 then the Auctioneer reserves the right to retain any deposit paid.
- 7.3 The time for complying with clause 7.2 above shall be the time specified in the Auction catalogue, or if no time specified there, 4pm on the next working day, and in every case time shall be of the essence.
- 7.4 The Auctioneer may at any time in his sole discretion grant the Purchaser an extension of time for complying with clause 7.2 above, in which case the Purchaser shall pay to the Auctioneer in full before moving or removing the Lot interest on any unpaid sums at a rate of 4 per cent above Barclays Bank plc base rate in force from time to time.
- 7.5 Payment to be made in Sterling unless otherwise specified in the Auction Sale Catalogue.

Payment will be accepted by:

- Cash up to an amount of £9,000.00.
- Bank of Scotland  
MGR Appraisals Management Ltd – Auction Client Account  
Account number: 10067662  
Sort code: 12-05-65
- Cheque supported by banker's letter or reference stating that funds are available and or the bank will honour the cheque up to an agreed limit.
- Bankers Draft - any bankers draft or building society cheque must be supported with either a passport or driving licence on site
- Cheques and bankers drafts must be made payable to MGR Appraisals.

In relation to goods sold that will be exported, a VAT deposit equal to the amount of applicable VAT payable will be taken and held by MGR until satisfactory proof of export is received.

7.6 Until the Purchaser has complied with clause 7.2 above:-

- Title to any Lot bought shall not pass to the Purchaser.
- The lot shall be at the Purchaser's risk.
- The Auctioneer shall have a lien over any Lot bought by the Purchaser in the Auction.
- If the Purchaser effects or purports to effect a resale of any other disposition of all or part of the Lot, the Purchase shall hold proceeds of resale or other disposition on trust for the Auctioneer and the Seller

## **8. LIABILITY OF THE AGENTS/AUCTIONEERS AND VENDORS**

- Lots are sold with all faults and defects and with all errors of description and neither the Vendor nor the Agents/Auctioneers are responsible for any defects whatsoever. All implied conditions relating to description, fitness and quality are accordingly excluded;
- Subject to c) below, the Vendor and the Agents/Auctioneers do not make or give, nor has any person in the employment of the Agents/Auctioneers any authority to make or give, any express representation or warranty with regard to any lot except that the Vendor has the right to sell it.
- Where a lot bears a specific catalogue description indicating quality (for example "good condition") this description shall be taken to be made on the authority of the Vendor alone and in case of dispute about such express description the Purchaser agrees to follow the procedure specified in condition 17 below and to be bound by the result thereof.
- The Vendor indemnifies the Agents/Auctioneers that he has the right to sell any lot offered for sale by the Agents/Auctioneers on behalf of the Vendor.

## **9. CATALOGUE DESCRIPTIONS**

The Agents/Auctioneers undertake that care has been taken to see that the catalogue descriptions and advertisements are accurate and reliable, but these are necessarily statements of opinion and must not be relied upon as statements of fact.

Subject to condition 19 below, neither the Vendor nor the Agents/Auctioneers are responsible for errors of description, the genuineness, attribution or authenticity of any lot.

Sundry loose items (SLI) are assets deemed to have individual values based on the basis of market value ex-situ of less than £50. In the opinion of the valuer these assets are not deemed to be strategic assets to the business and as such have not been specifically identified. Examples of the assets are desks, chairs, cabinets, cupboards, hand tools, workshop furniture.

## **10. PROPERTY IN LOTS AND RISK**

The Purchaser shall not become the owner of any lot and the Agents/Auctioneers shall not have any lien thereon, until the lot has been paid for in full, but nevertheless each lot is at the sole risk of the Purchaser from the fall of the hammer or upon receiving notification of successful bids.

## **11. DEFAULT BY THE PURCHASER**

If the Purchaser fails to pay for or remove any lots purchased by him, or in any way fails to comply with these Terms and Conditions of Sale, the Agents/Auctioneers shall have the right to:

- Sell the lots by Public Auction or otherwise without notice to the Purchaser, and if any loss arises from such a resale after deducting the Agents/Auctioneers' full costs and expenses, the Purchaser shall be responsible to the Agents/Auctioneers for that loss.
- Where deposit is paid, to forfeit that deposit.
- To charge interest on any unpaid balance at the rate of 4% above the base rate charged by Barclays Bank plc from time to time.
- To charge for storage arising after the time for removal at the current rate and to release the lots in question to the Purchaser only after payment in full of all storage and removal expenses incurred (as well as the full purchase price).

**12. TITLE**

Title will not pass to the purchaser until the auctioneer as agent for the vendor has received payment in full.

**13. AGENCY AND COMMISSIONS**

The Agents/Auctioneers execute commissions received in writing up to one hour before the sale, on condition that the relevant lots have been viewed by the bidder. No responsibility is accepted relating to commissions given to staff other than the Commissions Clerk.

**14. SAFETY OF MACHINERY AND VEHICLES**

- a) Purchasers are reminded that under current Health and Safety legislation affecting the safe use of machinery, the Agents/Auctioneers cannot guarantee that all lots sold necessarily comply with the relevant legislation. Accordingly the Purchaser undertakes not to use any lot purchased until satisfied that it complies with the relevant Acts and Regulations relating to such machines and implements and to indemnify the Agents/Auctioneers against any failure to observe this undertaking;
- b) In the case of the sale of vehicles, no vehicle is warranted or held out to be roadworthy and 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 Agents/Auctioneers have no authority to make representations and all vehicles are sold as scrap.
- c) All goods sold are sold as used and are not supplied as new unless the catalogue description clearly states the contrary.

**15. REMOVAL OF GOODS**

- a) The Purchaser is responsible for removing all goods purchased and undertakes to do so safely and lawfully in accordance with Health and Safety legislation and regulations and having due regard for safe systems of work where the goods are to be removed from any site owned, occupied or operated by the Agents/Auctioneers.
- b) The Purchaser is responsible to ensure any and all contractors, sub-contractors or employees are qualified and competent in the removal of any purchased items and will operate with due regard to risks inherent in the removal of any equipment. The Purchaser will be responsible for undertaking any assessment of risk, deemed appropriate in connection with the removal of any purchased goods and ensure that the suitable method statements are prepared addressing such risk. Moreover, such consideration will be required from any contractors or sub-contractors employed in the removal of any purchased goods.

**16. REMOVAL OF FIXTURES**

- a) Where lots and sale items are of a fixed nature, the Purchaser is responsible for detaching such lot and undertakes to do so safely and lawfully in accordance with Health and Safety legislation and regulations, where necessary. The Purchaser will provide a method statement for removal, to the Agents/Auctioneers prior to removing any such fixtures.
- b) The Purchaser undertakes to indemnify the Agents/Auctioneers and, where appropriate, the Vendor, against any cost, damage, legal or other expenses in respect of any claim arising from the detachment of the lot or its removal. If the Agents/Auctioneers so require, the Purchaser agrees to pay to the Agents/Auctioneers a sum to cover the likely damage caused by such removal in the amount so estimated by the Agents/Auctioneers.

**17. DAMAGE**

In the case of a Purchaser causing damage not covered by conditions 14 & 15, the Agents/Auctioneers shall be entitled to exercise a lien in respect of any and all lots purchased by the Purchaser 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 Agents/Auctioneers whose decision shall be final. The Agents/Auctioneers' assessed sum shall be paid by the Purchaser upon receipt of invoice and payment shall be made forthwith, time being of the essence.

**18. INSOLVENCY AND DEATH**

Where the Agents/Auctioneers conduct a sale on behalf of a Vendor who is an Administrative Receiver, an Administrator or a Liquidator of a limited company or Trustee in Bankruptcy of an individual:

The Vendors shall only act as an agent on behalf of the company or bankrupt (as the case may be) and shall be under no personal liability whatsoever in respect of the contract for sale of any lots;

The Vendor, and the Agents/Auctioneers on his behalf, sell whatever right, title or interest the company or the bankrupt may have in the lot;

In the event of any third party proving to have a superior title to 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 Purchaser, neither the Vendor nor the Agents/Auctioneers shall be under any further liability to the Purchaser;

If before title to any lot has passed to the Purchaser, the Purchaser, being an individual, dies or enters into a composition or arrangement for the benefit of his creditors or has a Bankruptcy Order made against him, or being a body corporate, has a Receiver or a Receiver and Manager appointed or goes into administration, liquidation or enters into an arrangement for the benefit of its creditors, then in all such cases the contract for sale for such lot may be, at the Agents/Auctioneers' discretion, rescinded without notice to the said Purchaser. Upon rescission, any deposit paid by the Purchaser shall be forfeited and the Agents/Auctioneers shall be entitled to exercise the rights set out in these conditions of sale on the basis of default by the Purchaser.

**19. AGENTS/AUCTIONEERS' RESPONSIBILITIES FOR THE CATALOGUE DESCRIPTIONS**

Bidders and Purchasers shall be deemed to have accepted that warranties or guarantees appearing in the catalogue have been specifically authorised by the Vendors and the Agents/Auctioneers disclaim all personal liability arising there from.

Title will not pass to the purchaser until the auctioneer as agent for the vendor has received payment in full.

**20. HEALTH AND SAFETY AT WORK ACT 1974 (HSWA)**

Waivers (SHE-42 and 42a)

Section 6 (8) of the Act – In certain instances it may be necessary for the Purchaser to give a written undertaking pursuant to Section 6 (8) of the Health and safety At Work Act 1974.

Asbestos / Hazardous Substances

It is expressly brought to the purchasers attention that certain types of plant or main service installations could contain Asbestos, dangerous chemicals, etc. which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Act 1974, the Control of Asbestos at Work Regulations 2002, the Asbestos (Licensing) Regulations as amended and the Control of Substances Hazardous to Health Regulations 1988 (COSHH) or any other current legislation covering the use of such substances in a working environment.

All purchasers must comply with all current legislation and regulations, including the Water Industry Act 1994 (as amended) and the Environment Protection Act 1990, as amended; in relation to the removal/disposal of waste/trade effluent including hazardous waste and may be required to satisfy MGR Appraisals in relation to their disposal/removal procedures. Where waste materials are removed all work must be undertaken by an approved and licensed contractor.