

£2

ONLINE AUCTION CATALOGUE

By Order of James R. Tickell and Carl D. Faulds of Portland Business and Financial Solutions,
the Joint Administrators of Eberhardt Signs Ltd

PRINTING AND SIGNMAKING EQUIPMENT

Bid on-line from 8th to 29th February 2016
at: www.proassetauctions.com



Viewing: Friday 19th February 2016, 9.30am-4.30pm,
At: 2 Prospect Road, Portsmouth, Hampshire, PO1 4QY,
Bidding starts to close at: 9.00am, Monday 29th February 2016.

PROUDLEY ASSOCIATES

COMMERCIAL VALUERS & AUCTIONEERS



The Stables 30 New Street Ringwood BH24 3AD
Tel: 023 8066 8887 Fax: 087 0051 2167
www.proudleyassociates.com

CONDITIONS OF SALE

1. CONDITIONS

These conditions, together with any special conditions ("Special Conditions") printed in the auction catalogue or displayed on the website www.proassetauctions.com are the only terms and conditions subject to which Proudley Associates Ltd as agents for the vendor ("the Vendor") will sell by auction goods to a purchaser ("the Buyer") and all other conditions and warranties whether expressed or implied (as are capable of lawful exclusion) are hereby excluded. If there is any inconsistency between any of these conditions and any Special Conditions, the Special Conditions shall prevail.

2. INSPECTION

Bidders are strongly advised to make their own inspection of the lots at the times and at the premises specified in the auction catalogue and to satisfy themselves on all matters affecting the lots before bidding. When viewing the lots laid out in the display areas, visitors should always be aware that items must not be moved away from their display positions and no equipment may be plugged into the electricity supply outlet sockets.

3. DESCRIPTION AND CONDITION

Goods are believed to be correctly described but ALL GOODS ARE SOLD WITHOUT ANY WARRANTY or description as to the condition and with all faults and imperfections. Neither the Vendor nor Proudley Associates Ltd, their servants or agents shall be liable for any loss or damage suffered by the Buyer arising out of or in connection with any defects or deficiencies in any lots purchased, errors of description or illustration in the auction catalogue, any mis-statements as to any matter affecting the lots or the failure of the lots to fulfil the functions for which they were intended. Neither the Vendor nor Proudley Associates Ltd, their servants or agents makes or gives, nor has any person in the employment of Proudley Associates Ltd any authority to make or give, any representation or warranty in relation to any lot.

4. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS

The Bidder acknowledges that any software or intellectual property rights attaching to a lot or lots may not be the property of the Vendor or capable of transfer by the Vendor and that neither the Vendor or Proudley Associates Ltd are in any way authorising the use by the Bidder of such software or intellectual property rights and that according any use of such software or exploitation of such intellectual property rights shall be at the Bidder's own risk.

5. CONDUCT OF SALE

Proudley Associates Ltd reserves the right of admission to the sale location and to request any person to leave at any time. In particular no unsupervised children under the age of 16 or animals except guide dogs will be permitted on the site or in the sale room.

Each buyer will be asked to register his/her name and address at www.proassetauctions.com.

All bids for lots will be made exclusive of any Buyers Premium, removal charges and VAT, where applicable.

The highest bidder for each lot shall be the bidder at the closing of the bidding process who shall be the buyer of that lot.

In making a bid for any lots, the bidder warrants that he has due authority and capacity to make the bid and binds himself or any employer or principal to honour any contract resulting there from. No bid may be withdrawn after the closing of the bidding process at which point in time the contract between the Vendor and the Buyer is concluded.

The Vendor and Proudley Associates Ltd maintain the right to fix reserves on any lot and the Vendor may bid for any lot either personally or through the Proudley Associates Ltd or by their agent acting on their behalf. The Vendor or Proudley Associates Ltd may also withdraw consolidate or divide at anytime any lot. Proudley Associates Ltd is willing to accept commissioned bids to purchase lots on behalf of buyers providing such commissioned bids are given in the appropriate written form. To do this the buyer should complete the tear-out proforma included in the auction catalogue, indicating the maximum price the buyer would be prepared to bid for each of the lots they would like to buy. Proudley Associates Ltd will then bid on the buyer's behalf until the bidding in the Auction rises beyond the amount indicated. Proudley Associates Ltd does not hold itself responsible for any instructions to purchase lots given to sale porters.

The conduct of the sale shall be at Proudley Associates Ltd's sole discretion who maintain the right to refuse any bids without giving any reason. If any dispute of whatsoever nature relating to a bid shall arise, such dispute shall be determined by Proudley Associates Ltd in their absolute discretion whose decision shall be final and binding on all parties.

The Auctioneer may:

- Withdraw any lot.
- Re-offer for sale any lot if he believes there is an error or dispute.
- Take any other action he sees fit.

6. DEPOSIT

On acceptance by the Proudley Associates Ltd of a bid, the Buyer shall if required immediately pay to Proudley Associates Ltd a deposit of 25% of the price of the lot purchased in part payment of the price.

7. METHOD OF PAYMENT

Payment in full including Buyers Premium must be made to Proudley Associates Ltd in CASH by PAYPAL, BANKERS DRAFT or by BANK TRANSFER on or before 4pm on the day following the sale or as otherwise detailed in any Special Conditions (time being of the essence) and in any case before the clearance of any of the lots purchased. Cheques with a value over and above a cheque card limit can only be accepted if accompanied by a letter from the Buyer's Bank stating the amount to which the Buyer's cheque will be honoured. WE DO NOT ACCEPT DEBIT/CREDIT CARD PAYMENTS.

8. RISK AND TITLE

The Vendor shall only sell such title to the lots as he may have. All risks in and relating to the goods purchased shall pass to the Buyer upon the fall of the hammer and the Buyer is strongly advised to effect insurance for these risks at once. In no circumstances will Proudley Associates Ltd or the Vendor be held responsible if any lot or part thereof be lost, stolen, damaged or destroyed after the closing of the bidding process.

Title to each lot will not pass until:-

- such lot, and all other goods sold pursuant to any other transaction between the Buyer and a vendor on whose behalf Proudley Associates Ltd was acting as agent where at the due time for full payment of the price of the lot sold under these conditions payments has not been made in full, have been paid for in full or (where payment or part payment is made by cheque) until the cheque(s) in question have been cleared; and
- such lot has been removed from the premises in its entirety.

9. CLEARANCE

No lot or part thereof can be cleared until payment has been made in full or (where any part of the payment was made by cheque) the cheque has cleared in Proudley Associates Ltd's account. No lot shall be cleared without the authority of Proudley Associates Ltd and unless under the supervision of Proudley Associates Ltd's servants or agents. Clearance must be completed by the dates specified in the Special Conditions or written authority is obtained from Proudley Associates Ltd for clearance after that time. The Buyer has no right to anything not described in the Catalogue.

Delivery of lots sold will be made only to the declared Buyer and no transfer of any lot or part of a lot to any other person will be recognised.

Prior to the clearance of any lot the Vendor may rescind the contract for the sale of that lot and refund to the Buyer any money paid by the Buyer for the lot including Buyers Premium should any third party claim title to or possession of any part of the lot.

The Buyer will be responsible for removal of lots and must provide their own labour and equipment. Proudley Associates Ltd requires that in pursuit of safe working practice all equipment used for lifting and transporting heavy items which have been purchased at the auction should be covered by appropriate insurance and certification documents (especially in relation to lifting equipment and fork lift trucks). Documentation may be required for inspection. Furthermore appropriate protective clothing, such as hard hats and safety shoes, must be worn during these activities and due regard paid to safe material handling practices.

SPECIAL CONDITIONS

VIEWING ARRANGEMENTS

**Viewing: Friday 19th February 2016, 9.30am-4.30pm,
At: 2 Prospect Road, Portsmouth, Hampshire, PO1 4QY**

SALE PROCEDURE

All bidders must register on-line at www.proasetauctions.com, giving their full UK address and telephone number.

PLEASE NOTE: Once the on-line registration is complete, you will have acknowledged your agreement to the conditions under which you are bidding and confirmed that you have inspected the assets and fully understood the Special Conditions/Conditions.

Bidding will take place on-line at www.proudleyassociates.com between 8th and 29th February 2016 with bids starting to close at 9.00am on 29th February 2016. Successful bidders will be e-mailed a confirmation statement within 24 hours of the sale closing and a VAT invoice upon receipt of cleared funds.

Explanation of the bidding process:

Bidding starts to close on the first lot at 9.00am, and at 1 min intervals after that. If someone is bidding on an item very close to the end of the auction, the auction will extend to give the bidders involved extra time. The time at which each lot ends depends on the amount of activity. PLEASE NOTE: YOU MUST CONTINUALLY REFRESH THE PAGE AS THE TIME COUNTS DOWN TO SEE THE HIGHEST BID.

BUYERS PREMIUM

The buyer will pay to the Auctioneer a premium of 15% plus VAT at the prevailing rate on the successful bid price of all lots sold, unless otherwise specified.

This premium is payable by all purchasers.

PAYMENT TERMS

Payment may only be made by **bank transfer** direct into the following account:

Barclays Bank

Bournemouth

Sort Code: 20-11-39

Account No: 80693383

Account name: Proudley Associates Ltd - Clients Money Scheme Account

No lots may be removed from site on uncleared funds.

WE DO NOT ACCEPT PAYMENT BY CREDIT/DEBIT CARD

The credit card details provided by you to proassetauctions.com is part of the registration process only, but cannot be used for payment for the purchase of lots

V.A.T

All Lots will be subject to VAT at the prevailing rate on the bid price unless otherwise stated. VAT will be chargeable on all items destined for export.

This will be refundable on provision of a copy of the Bill of Lading within 90 days of the sale.

CLEARANCE DETAILS

Clearance of purchased items can take place between the hours of 9.30am - 4.30pm on 3rd-11th March 2016 **by appointment only.**

Please note:

All lots must be paid for with cleared funds and removed from site by no later than 4.30pm on 11th March 2016.

PLEASE NOTE: There are no lift or loading facilities. Purchasers are required to provide their own lifting equipment/labour to remove purchased items.

SPECIAL CONDITIONS FOR NEW MIMAKI MACHINES (LOTS 15 & 26)

Hybrid will provide to Eberhardt the same warranty that was provided to them on the sale of the original JFX200 and JV33 machines (which are to be replaced pursuant to this agreement), the terms of which appear as Schedule 1 to this agreement. The warranty will run for three years from the date of delivery of the JFX200 and for two years from the date of delivery of the JV300.

Notwithstanding any term to the contrary that may appear within the warranty terms at Schedule 1, the warranty for both the Machines will be transferrable to a third party from Eberhardt on the provision and clear understanding that, if the machines are sold by Eberhardt, then Hybrid are instructed to deal with:-

- I. The moving of the machines from Eberhardt's address to any third party site;
- II. The installation of the machines at any third party site (the third party will be required to provide a forklift when the machines are delivered);
- III. The commissioning of the Machines at any third party site; and
- IV. All and any training in the use of machines by any third party.

Hybrid will charge £1,995 plus VAT subject to a site survey to any third party or Eberhardt for all costs associated with clauses 3.6 I-V. The cost will include transportation to an address in the UK Mainland (Highlands and Ireland excluded, but this can be arranged at an additional cost), installation, commissioning and training. A maximum of 5 working days must be allowed for the above. Should the third party or Eberhardt require additional days they can be arranged at a cost of £795.00 per day.

PLEASE EMAIL op@proudleyassociates.com FOR A COPY OF THE WARRANTY

Lot	Description	Lot	Description
	<u>Open Plan Office</u>		
1	Quantity of Furniture - Light Oak Desk, 3 x Pedestals, Floorstanding Partition and a Swivel Arm Chair	11	Novatech Intel Core i7 PC c/w Viewsonic Monitor, HP DeskJet 1220c Printer and a Fujitsu Siemens Celeron PC c/w HP Monitor and a Brother DCP 145c Colour Printer
2	Quantity of Furniture - Light Oak Desk, 2 x Pedestals, Desk Mounted Partition and a Swivel Arm Chair	12	Xerox Phaser A3 7400 Colour Printer
3	Quantity of Furniture - Light Oak Desk, 2 x Pedestals, Desk Mounted Partition and a Swivel Arm Chair	13	An Assortment of Office Sundries to include: Whiteboards, Cork Boards, Maps, Fans, Heaters, Fax Machine, Hat Stand, 2 x Inkjet Printers, etc
4	Quantity of Furniture - Light Oak Desk, 2 x Pedestals, Desk Mounted Partition and a Swivel Arm Chair		<u>Director's Office</u>
5	Quantity of Furniture - Light Oak Desk, Pedestal, Desk Mounted Partition, Swivel Arm Chair and a Light Oak 3'6" High Cabinet	14	6 Blue/Green Reception Chairs, Teak Executive Desk and a Light Oak Pedestal
6	Quantity of Furniture - 4 x Four Drawer Filing Cabinets, 2 x Tables, Tambour Front 6' Cabinet, Tambour Front 3'6" Cabinet, Steel Cabinet with Glass Doors and 2 x Floorstanding Partitions		<u>Workshop Area</u>
7	2 x Bisley 7'6" Coffee/Cream Tambour Front Cabinets c/w Contents of Office Sundries	15	Mimaki JV300-160 Solvent/Latex Wide Format Printer S/N S251B563 - NEW & BOXED DIRECT FROM MIMAKI (List Price £18,995) c/w Asus 2.4GHz Control Computer, LG 22" Display, Agfa Snapscan 1212 Scanner and a Light Oak Veneer Computer Desk Please Note: Hybrid Systems Ltd, the UK Distributer for Mimaki will provide a 2 year Warranty on this machine at a cost of £1,995 to include delivery within mainland UK, installation and training subject to special conditions (available on request).
8	Novatec Intel Core i3 PC c/w Hanns G 19" Monitor and a Brother HL-2140 Laser Printer	16	Stock of Printing Materials to include: Polyester Banner, PS Pro Gloss, Poster Paper, Front Lit Banner, Hydrosol Paper, Photo Gloss, Poli Print, c/w Racks
9	Apple Mac G4 Computer c/w Cinema Display Monitor and Brother HL-2035 Printer		<u>Vinyl Room/Print Area</u>
10	Apple iMac 27" 3.5GB RAM 512GB SSD, S/n. W8028QMBDAS, Wireless Keyboard, Magic Mouse and Canon CanoScan LiDE 110 Scanner	17	Mimaki CG-160FX Cutting Plotter (2007) S/N. C7709109 c/w Flexisign 10 Software & Dongle, Novatech 3.3GHz PC and Relisys 14" Monitor

PAYMENT BY CASH, BANK DRAFT OR BANK TRANSFER

Lot	Description	Lot	Description
18	2 x Steel 5 Drawer Plans Cabinets with Lightbox to top and a Multi Drawer Cabinet		<u>Metalworking/Joinery Workshop</u>
19	EasyMount EM1600 Laminator S/N 0811EM16C0123	33	BOC Mig 200C Welding Set S/N 716752632
20	EasyMount EM1600 Laminator S/N 1111EM1600041 c/w Speed Control Unit	34	Cutlass Fasteners Clipper 6 Stud Welder S/N 000501
21	Graftec Cutting Pro FC4100-130 Vinyl Cutter	35	BOC Electric Welder c/w Quantity of Rods
22	Compu-Dif First 1000mm Laminator	36	Thermal Arc Single Phase 202 AC/ DC Inverter Portable Tig Welder (As New, with Box)
23	Zund P1200 Air Table Plotter/Cutter - Plotting Area 1000 x 1200mm	37	5 Steel Framed Laminate Topped Benches
24	Chubb 5' Fire Tested Safe	38	Steel 6' Storage Cabinet and a 6' x 3'6" Steel Bench
25	Trolley and Racks c/w Contents of Vinyl Stock in Various Colours	39	Carton Banding Station
26	Mimaki JFX200-2513 Large Format UV LED Flatbed Inkjet Printer S/N. R655B654 - NEW & BOXED DIRECT FROM MIMAKI (List Price £59,995) c/w Controller PC & LG 22" Display Please Note: Hybrid Systems Ltd, the UK Distributer for Mimaki will provide a 3 year Warranty on this machine at a cost of £1,995 to include delivery within mainland UK, installation and training subject to special conditions (available on request).	40	Eisele KM3 12" Steel Chop Saw S/N S5840 (1972)
27	Trimfast Rotary Trimmer 1.5m	41	Taylor Hobson Copy Engraver c/w Tooling
28	9' Mobile Rack complete with Contents of Perspex and Sheet Stock	42	Engineers 4" Vice
29	Impress LDB Foil Press S/N 2430	43	Taylor Hobson Panocut Copy Engraver
30	3'6" Manual IP Rolls	44	Trend/Elu MOF11/2 Treadle Operated Router, S/N. 42594
31	2 x Battery Powered Trolleys	45	Hippo Wet Bandfacer - 18HP
32	4 x Multi Drawer Component Racks	46	Little John Reciprocating Fret Saw and Drill
		47	Samco Clicker Press
		48	Startrite Speedway Floor Standing Pillar Drill
		49	Meddings Floor Standing Pillar Drill S/N 25366
		50	4 Workshop Tables
		51	Quantity of Fluroscnt Bulbs and Starts

PLEASE REMEMBER THE BUYERS PREMIUM

Lot	Description	Lot	Description
52	Flextol Mobile High Speed Finishing Machine c/w Assorted Wheels S/N ED90SND	73	Bespoke Vacuum Forming Machine
53	5 Ryobi Battery Operated Drills complete with Chargers	74	RJA Pedestal 6" Belt Sander 1.5 PS
54	Assorted Drills and a Router	75	Double Sided 3' Disc End Sander
55	Steel Bench/Cabinet 3' Square Approx, complete with Record 111 Engineers Vice	76	2 Clarke and Co Model 1000 Strip Heaters
56	Keetona Hydroform HUF818557 Folder, 100 x 1/8" - 2540mm x 3mm	77	Startrite 24-5-1 Vertical Band Saw
57	Morgan 8' Guillotine	78	Arc Vertical Band Saw with 24" Throat
58	Wadkin Bursgreen 12" Radial Arm Cross Cut Saw S/N 81Q7341	79	Multico FS4/3 Circular Saw Bench S/N 896
59	Bespoke Hydraulic Press	80	Wadkin Bursgreen Dimensional Saw Bench No: 28GP/579925
60	Bespoke Hydraulic Press	81	Spotnails Mini Compressor
61	Radyne High Frequency Welder	82	2 x 9 Step Alloy Ladders and a 5 step ladder
62	Radyne High Frequency Welder (Only Suitable for Spares)	83	Dalgreen System 300 High Frequency Engraver Router complete with DSG-2000 Controls, Novatech PC, Acer TFT Flatscreen, Software and Desk
63	Radyne High Frequency Welder	84	Multicam MC44PWS CNC High Frequency Router, Model 44R Plus with 1.5 Sq Table c/w Numatic WVD 572 Extraction Unit, Machine Automatic Technologies Controls and Novatech Intel Core i3 PC c/w Acer 17" TFT, , S/N 7074984-002, c/w En Route 5 Basic Software
64	4 x Sack Extraction Unit 8ft wide and ducting	85	Wilmac 12" Circular End Sander
65	Travin Sample Injection Moulder	86	Bench Top Diamond Tip Sharpener
66	Multico Planer Thickniesser Model C3	87	Pedestal Engraving Machine
67	Crown Pallet Truck	88	5' Steel Shelf Unit
68	2 7' Steel Framed Work Benches		<u>Outside</u>
69	3 Steel Cabinets complete with Contents of Fixtures and Fittings	89	8.26 Metre Ladder
70	Bench Mounted Elu Router complete with Tooling	90	8.50 Metre Ladder
71	Wolf Double Ended Pedestal Grinder		
72	Bench Mounted End Sander		

PAYMENT BY CASH, BANK DRAFT OR BANK TRANSFER

Lot	Description	Lot	Description
-----	-------------	-----	-------------

- 91 4 Stage Alloy Access Tower c/w
Platforms and Cross Braces
- 92 4 Steel Framed Workbenches
- 93 VW Crafter CR35 LWB Diesel 2.5 Tdi
109PS High Roof Van
Reg: BF59 BJY
D.O.R: 01/09/2009
Mileage: 76,083 Approx

Metalworking/Joinery Workshop

- 94 Mimaki Dring and Air Exhausting
System for a Mimaki JV 130/160
Printer
- 95 Fluidair RD125 17 Bar Air Dryer,
S/N. 87064398
- 96 Brit Hand Pallet Truck
- 97 2 x Workbenches 2m and 2 x
Workbenches 1.6m
- 98 6 x Light Ash Wave Desks
- 99 Assorted Office Furniture
Comprising: 12 x Light Oak Desks/
Tables
- 100 Assorted Black Ash Office Furniture
Comprising: Glass Topped Meeting
Table, 4 x Black Leather Armchairs, 4
x Tambour Front Cabinets, 2 x Desks
and 2 x Swivel Chairs

PLEASE REMEMBER THE BUYERS PREMIUM

CONDITIONS OF SALE

Depending on the size of the removal, 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. Clearance of all lots must be undertaken in accordance with current Health and Safety at Work Regulations and, where necessary, Construction, Design & Management 1994 (CDM). You may have to provide a "Work Method Statement" and "Risk Assessment approved by the site supervisor, prior to the removal of any lots. We 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.

10. DAMAGE TO PREMISES

The Buyer shall be responsible for the removal of all articles at his expense and risk and such removal must be carried out safely and lawfully and in accordance with the Vendor's Conditions of Safety where applicable. All electrical installations must be left in a safe condition during and after the removal and the use of explosives or flame cutting equipment or any other potentially hazardous or inflammatory process shall not be permissible on the site without the express written consent of Proudley Associates Ltd. The Buyer takes on responsibility to insure against and to make good any injury or damage to persons or property caused by the Buyer. At their discretion Proudley Associates may require the payment of a deposit to Proudley Associates Ltd prior to and/or during the removal which will be refunded on the removal being completed to Proudley Associates Ltd's satisfaction. If the Buyer refuses to deposit such monies, the Vendor or Proudley Associates Ltd may refuse the Buyer access to the premises for the purposes of removing the lot purchased by them and/or rescind the sale in which event the provisions of condition 10 will apply.

11. DEFAULT BY BUYER

Upon failure for whatsoever reason:-

- (i) to pay a deposit in full if required under condition 5; or
- (ii) to pay the purchase price in full on the due date; or
- (iii) to remove any lot from the premises on or before the date specified for clearance,

the Vendor will be entitled to rescind the contract forthwith without incurring any liabilities to the Buyer and, without prejudice to any claims of the Vendor and/or Proudley Associates Ltd against the Buyer arising from breach of contract or otherwise, upon rescission as aforesaid the following provisions apply:

- (a) all monies deposited in part payment will be forfeited out of which the Vendor's and/or Proudley Associates Ltd's expenses referred to in paragraph (d) below shall be paid;
- (b) if the lots have been cleared in breach of these conditions, the Vendor and/or Proudley Associates Ltd, their servants or agents may enter the premises of the Buyer to recover such lots;
- (c) lots may be re-sold or otherwise disposed of by Proudley Associates Ltd in the manner they feel appropriate at their sole discretion and any deficiency arising upon the resale together with the expenses of it shall be due as a debt from the Buyer in default upon the first sale. Neither Proudley Associates Ltd nor the Vendor shall be liable to account to the Buyer in the event of a re-sale at a higher price than the price contracted by the Buyer.
- (d) the Buyer will be responsible from the specified time for final clearance for all losses and expense incurred by the Vendor and/or Proudley Associates Ltd including storage, security and removal expenses, the costs of re-selling or disposing of lots and Proudley Associates Ltd's commission.

12. AUCTIONEER AS AGENT

Proudley Associates Ltd generally acts only as Agent for and on behalf of the Vendor and shall not be held responsible for any action or default on the part of either the Vendor or the Buyers. Any concluded contract is made between the Vendor and the Buyer.

13. ACCIDENT OR DAMAGE

Neither Proudley Associates Ltd nor the Vendor will accept any responsibility for any accident, (save for personal injury or death caused by the negligence of Proudley Associates Ltd or the Vendor) resulting in death, injury or damage howsoever caused to any person which may occur whilst on Proudley Associates Ltd's or vendor's premises before during or after the sale and any person entering the premises does so at his own risk.

14. BUYERS PREMIUM

The Buyer will be required to pay to Proudley Associates Ltd a "Buyers Premium" on the bid price as indicated in the Special Conditions and this will include any lots sold by Private Treaty after the Auction. Proudley Associates Ltd may also receive commission from the Vendor.

15. VAT

UK Value Added Tax at the prevailing rate will be added to the hammer price, Buyers Premium and any removal charges where applicable. VAT will be chargeable on all items destined for export and refundable on provision of a Bill of Lading relating to the relevant assets to the offices of Proudley Associates Ltd.

16. HEALTH & SAFETY AT WORK ACT 1974 AND ANCILLARY LEGISLATION

It is expressly brought to the Buyer'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 and Safety at Work Etc. Act 1974, Provision and Use of Work Equipment Regulations 1992, Work Place (Health, Safety & Welfare) Regulations 1992, or any other Act or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Successful Buyers are hereby required to ensure so far as is reasonably practicable that such item will be safe and without risks to health and that the use of any such items at a place of work within the United Kingdom does not contravene any such Act or Regulation applicable to such use and any subsequent or amending legislation thereto

17. DANGEROUS SUBSTANCES

It is expressly brought to the attention of Buyers (successful or otherwise) that certain types of plant or main service installations could contain blue and white 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 Etc. Act 1974 Sections 2-9, or other current legislation regulating the use of such substances in a working environment. The Buyer shall ensure so far as is reasonably practical that they comply with the Health and Safety at Work Etc. Act 1974 or other current legislation in connection with the removal, handling and transport of such dangerous substances or shall employ a specialist contractor to remove them. The Buyer will indemnify the Vendor, their servants and agents against any losses, damages or expenses suffered by them as a result of the Buyers's or a sub-contractor's failure to comply with this legislation.

18. THE CONSUMER PROTECTION ACT 1987

No lots are sold as new.

19. COPYRIGHT

No representations or warranties are made by either Proudley Associates Ltd or the Vendor as to whether any lot is subject to copyright, nor as to whether the Buyer acquires any copyright in any lot sold.

20. GOVERNING LAW

These Conditions and Special Conditions shall be governed by and constructed in accordance with English Law. All transactions to which these conditions and the Special Conditions apply and all connected matters shall also be governed by English law.



PROUDLEY ASSOCIATES

COMMERCIAL VALUERS
& AUCTIONEERS



VALUATIONS



AUCTIONS



DISPOSALS



TELEPHONE:

023 8066 8887

WEBSITE:

PROUDLEYASSOCIATES.COM

