

CATALOGUE

*On the instructions of Mr D Acland, Liquidator of MJL Construction (Cumbria) Ltd
Mr B Barton MIPA MABRP, Liquidator of Arringold Ltd
Mr D Moore FIPA FABRP, Administrator of APC Engineers Ltd
Mr P J Fleming FCA, Liquidator of A Foundation
Mr A H Tomlinson FCA FABRP, Liquidator of Joe Brown (Building Contractors) Ltd
Mr I C Brown BSC FCCA, Liquidator of Lowood Builders Ltd and others*

ROBSON KAY WILL SELL BY ONLINE AUCTION

- Excavator, Telehandler, Forklifts & More
- Other Builders' & Construction Plant
- Vehicles

LOCATED AT

**ROBSON KAY & CO LTD,
TILSON ROAD, ROUNDTORN INDUSTRIAL ESTATE, BAGULEY,
MANCHESTER, M23 9PH
AND AT MJL CONSTRUCTION (CUMBRIA LTD)**

VIEWING THURSDAY 14TH APRIL 2011 FROM 10 AM – 4 PM

BIDDING STARTS THURSDAY 14TH APRIL 2011 FROM 10 AM
BIDDING CLOSES MONDAY 18TH APRIL 2011 FROM 12 NOON

PLEASE NOTE: A SMALL NUMBER OF THE LOTS IN THIS SALE, LISTED AT THE END OF THE CATALOGUE, ARE SITUATED AT *MJL CONSTRUCTION (CUMBRIA) LTD – IN LIQUIDATION, PITTWOOD ROAD, LILLYHALL EAST, WORKINGTON, CUMBRIA, CA14 4JP - THESE ARE AVAILABLE TO VIEW BETWEEN 10.00 A.M. & 2.00 P.M. ON FRIDAY, 15TH APRIL 2011 ONLY*

**Please visit www.bidspotter.co.uk to register,
view photos of the lots and bid**

AUCTIONEERS' OFFICES:

Tilson Road, Roundthorn Industrial Estate, Baguley, Manchester, M23 9PH

Telephone: 0161 998 8111 Fax: 0161 998 8222

Website: www.robsonkay.co.uk Email: enquiries@robsonkay.co.uk

IMPORTANT AUCTION NOTES

- A** **BUYER'S PREMIUM** A Buyer's Premium of 15% is added to the hammer price on all lots.
- B** **VALUE ADDED TAX** All lots in this auction are subject to VAT with the exception of the cars. Should you intend exporting the goods and believe you may be eligible for the lot price to be zero-rated for VAT purposes, it is crucial that you
- Understand VAT on the Buyer's Premium can never be zero-rated
 - Pay an amount equivalent to the VAT (to be held on your behalf) at the time you make payment for the goods, to be returned pending provision of suitable paperwork
 - Inform us at the time of payment that you intend claiming back the VAT, in order that we know to hold same on your behalf
 - Provide suitable documentation, including proof of export and your own limited company name, VAT number, etc. within a maximum of **12 weeks** of the sale date.
- C** **BIDDING / REGISTRATION / PAYMENT**: You must register for this sale at www.bidspotter.co.uk, in order to bid, where you must submit credit card details (***used for identity verification purposes only***). **It is essential that you enter accurate details for your address that match those held by your card provider as otherwise, you will not be approved to bid.** Bidding opens on BidSpotter at the time we open for viewing and starts to close (staggered close times for each lot, in numerical sequence) at **12 noon on Monday 18th April 2011**. By bidding, it is assumed (and most strongly recommended) that you have viewed prior. *Invoices detailing how much is owed will be emailed to successful bidders by Tuesday 19th April 2011.*
- Balances must be paid in full by **4.30 pm on Thursday 21st April 2011**. Payment can be made by way of bank transfer (**CHAPS or Faster Payment - NOT BACS**) to our Client Account detailed on page 4 of the catalogue, or alternatively, by MasterCard, Visa or debit card. **PLEASE NOTE payment can only be made using credit/debit cards if the cardholder visits to pay in person – we have no facility to accept credit/debit card payments over the telephone.** We make no surcharge for payments by credit/debit card. We are also able to accept cash either in person at our offices, or alternatively, paid directly into our Client Account at any Barclays branch. We will need to take copies of full original photo identification (to satisfy money laundering regulations) should you be paying £10,000 or more in cash. ***Cheques and bank drafts are not acceptable under any circumstances.***
- D** **COLLECTION** Collections can only be made after all lots purchased have been paid for in full. **Collection will take place on Tuesday 19th to Thursday 21st April 2011 (8.30 am - 4.30 pm).** Goods must be collected by **Thursday 21st April 2011** at the very latest – **NO EXCEPTIONS.** **LOTS NOT PAID FOR & COLLECTED BY 4.30 PM ON THURSDAY 21ST APRIL 2011 WILL BE SUBJECT TO A STORAGE CHARGE OF EITHER £5 PER LOT PER DAY OR 5% OF THE HAMMER PRICE PER LOT PER DAY – WHICHEVER IS THE HIGHER - NO EXCEPTIONS. (FOR FURTHER DETAILS, SEE CLAUSE 5 OF OUR GENERAL TERMS AND CONDITIONS).**
- Purchasers buy lots where they lie and must bring any necessary labour, lifting tackle and equipment in order to remove their lots. Portering staff are NOT available to assist, only to supervise. See Special Notice Collections page regarding forklift truck availability.
- Please note that items located at MJL, consisting of lot nos. 331 – 343 at the end of the catalogue, can be collected STRICTLY BY APPOINTMENT, at mutually convenient times, no later than Friday, 6th May 2011.
- The purchaser shall comply with any directions with respect to the removal of goods, which may be given by the Auctioneers' staff.
- E** **SMOKING** No smoking is permitted anywhere upon the premises.
- F** **TRANSFER** Lots may not be transferred between buyers, and must be paid for by the successful bidder.

- G** **DESCRIPTIONS** The lots are sold 'as they lie' with all faults and errors in description, quantity or measurement (if any). Lots may be new, used, refurbished or not, working or broken, soiled, damaged, incomplete, etc. Boxed goods may not contain any relevant books, manuals, disks, leads, etc, and/or might contain different colours/models/or even different products. We recommend that buyers do not bid unless they have examined lots to their satisfaction prior to doing so - see Clause 9 of our Terms and Conditions - **IF IN DOUBT DO NOT BID.**
- H** **SHORTAGES** There will be no allowance made for any shortages.
- I** **TERMS AND CONDITIONS** Prospective purchasers are advised to read thoroughly and ensure they understand our Terms and Conditions. Bidders, by the act of bidding, are accepting our Terms & Conditions of Trading – **IF IN DOUBT DO NOT BID.**
- J** **BEWARE** At the fall of the hammer the security of the lot is the purchaser's responsibility. The Auctioneer will not be responsible if lots are lost, stolen, damaged or destroyed - they are at the sole risk of the purchaser.

SPECIAL ADDITIONAL NOTES

- a. Lots **CANNOT** be split. Where a lot consists of more than one item, bids will be considered as being for the whole lot.
- b. **DESCRIPTIONS** Before bidding please bear in mind that all quantities, descriptions, sizes and other information are approximate estimates only. Items lotted up for sale are not always checked/counted/measured by us, and additionally typing (and other) errors sometimes occur. Please note that when describing a number of the lots we have had to rely on counts (or estimates), which we have assumed to be accurate for the purpose of cataloguing, but which may well be incorrect in some cases. Bidders are recommended to check lots for accuracy, make their own assessments, and adjust their bids accordingly. Bidders will be charged for the quantity listed in the catalogue - no allowance will be made for shortages. Lots are sold "as seen" - what you see is what you buy. If you are in any doubt, please do not bid.

What you buy is the item to which Robson Kay & Co Ltd has affixed the yellow lotting up label, regardless of the description in the catalogue. Errors in description may be minor - for example, a fridge being described as a freezer or vice versa – or they may be more major – for example, a fax machine being described as a photocopier. Buyers are urged to check lots prior to bidding to satisfy themselves as to the accuracy of the description and quantity, and if in any doubt whatsoever, are advised not to bid.

- c. **BIDDING ONLINE** Robson Kay primarily hold “live physical auctions” at their own auction rooms and this will continue to take place.

This online auction is one of a number of anticipated onsite auctions which will be handled by BidSpotter.

For those unfamiliar with BidSpotter, you will need to register with BidSpotter initially and then register for this particular sale.

Your credit card details will be required in order to register, however, details will NOT be used to take any form of payment or deposit and should any purchaser wish to pay their outstanding balance (assuming they are successful) by way of credit/debit card, whilst we would be delighted to take such payment, it can only be done by the cardholder attending in person with their card at our Manchester offices, to make payment in the cashier's office.

- d. **VEHICLES – IMPORTANT NOTE** Where we have paperwork in connection to the vehicles (e.g., log book, MOT, service history, etc.) copies have been affixed inside the window of each relevant vehicle, for your inspection. As with all lots in the catalogue, it is imperative that bidders check this information, to their satisfaction, prior to bidding. Bidders should not rely solely on the information within the catalogue as an indication to anything whatsoever in relation to the vehicles. If in doubt, do not bid.
- e. Bank transfers must be ‘**CHAPS**’ or ‘**SWIFT**’, and must be cleared in our account prior to collection. Please quote your bidder number to assist us.

CHAPS

Account Name: ‘Robson Kay & Co Ltd Client Account’

Account Number: 90306010

Sort Code: 20-01-96

Bank: Barclays Bank plc

Branch: Altrincham Branch

SWIFT

“BARCGB22”

IBAN NO.

GB07BARC20019690306010

Lots 1 – 171 are located in the main body of the auction room. Lot 172 is located in the main car park.

Lots 181 – 285 are located on the shelved area, plus the row immediately facing same.

Lots 286 – 299 are located in the seating area.

- 1 Diesel powered large towable twin axle cement mixer diameter of mixing bowl at widest point/seam circa 34"**
- 2 Diesel powered large towable twin axle cement mixer diameter of mixing bowl at widest point/seam circa 34"**
- 3 Diesel powered large towable twin axle cement mixer diameter of mixing bowl at widest point/seam circa 36"**
- 4 1 off 1996 Atlas Copco single axle towable generator, 894 running hours**
- 5 Portable building room dryer/dehumidifier**
- 6 Portable building room dryer/dehumidifier**
- 7 Portable building room dryer/dehumidifier**
- 8 Portable building room dryer/dehumidifier**
- 9 Portable building room dryer/dehumidifier**
- 10 Portable building room dryer/dehumidifier**
- 11 1 off 4-socket generator with Honda GX390 13.0 hp engine**
- 12 1 off 4-socket generator with Honda GX240 8.0 hp engine**
- 13 1 off 2-socket generator with Honda GX160 5.5 hp motor**
- 14 Pump with Honda GX160 5.0 hp motor**
- 15 Pump with Honda GX120 4.0 hp motor**
- 16 Pump with Honda Deluxe WD30X 5.0 hp motor**
- 17 Belle PCX 400 wacker with folding handle & Honda GX 12.0 hp engine**
- 18 Wacker**
- 19 DM floorstanding stone mixer model PAN Mixer Type DZ120V YOM 2000**
- 20 Ebac 110v model PF400 blower**
- 21 Diesel pedestrian cement float with Honda GX 160 5.5 hp engine**
- 22 Belle Minimix 150 110v cement mixer**
- 23 Belle Minimix 150 cement mixer with 3-pin 13 amp plug**
- 24 Fairport paving block cutter/splitter**
- 25 Makita EUM480 petrol lawnmower**
- 26 Heayberd 4-socket 110v transformer built in to small trolley**
- 27 Sack truck**

- 28 **Wheelbarrow**
- 29 **Wheelbarrow**
- 30 **Wheelbarrow**
- 31 **Mac Allister Mac 360 PWA pressure washer**
- 32 **Numatic model WVD 900-2 industrial 110v vacuum system**
- 33 **Collection of 5 off 110v halogen lamps on assorted style tripods**
- 34 **Blank lot**
- 35 **1 off 110v long fluorescent lamp system with built-in 110v extension socket**
- 36 **3 off 110v lamps**
- 37 **3 off assorted 110v & 13 amp halogen lamps**
- 38 **Collection of assorted lighting tripods with small quantity of lamps**
- 39 **3 off assorted 110v transformers, switching units & similar**
- 40 **Hoist control system**
- 41 **Collection of assorted 110v & other cables**
- 42 **Wolfcraft mobile clamping system**
- 43 **Assorted brushes, rakes & related items**
- 44 **Freeze Master electric pipe freezer**
- 45 **Freeze Master electric pipe freezer**
- 46 **Cable detector - appears light and may be missing components**
- 47 **Beta Ballvalves Drainmaster 30ft drain clearing set with 1 tool**
- 48 **Contents of a pallet including bolt croppers, Jerry cans & other items**
- 49 **Screed frame & Honda motor**
- 50 **2 off submersible pumps including quantity of hose**
- 51 **Assorted grab handles**
- 52 **Contents of 3 pallets containing yellow hose, green hose, Lister Petter motor etc.**
- 53 **2 off hole core bit sets in cases**
- 54 **Makita 110v drill in case**
- 55 **Makita 110v drill in case**
- 56 **Pair of Hilti guns - models DXA41 & MD2000, each in case with assorted accessories**
- 57 **Contents of a pallet including electric compact tabletop saw, assorted ducting & hose, Makita toolkit, etc.**
- 58 **Contents of 2 stillages of red scaffold - stillages included**
- 59 **Large quantity of green acro props (25+) in stillage - stillage excluded**
- 60 **4 buckets of scaffold clips**
- 61 **Pallet of basic scaffold tower**

- 62 Geda lift system on 2 pallets including the 2 lengthy bars running in front of same**
- 63 Scaffold tower including scaffold boards, toe boards, wheels, clips etc.**
- 64 Large flat oil tank**
- 65 Elliott Super Loo cabin**
- 66 Elliott Super Loo cabin**
- 67 Titan H2500TT 2500ltr plastic bunded tank**
- 68 Diesel station comprising bunded tank estimated to be circa 2,000+ litre capacity & pump system**
- 69 Cement mixer stand**
- 70 Set of metal double rung ladders**
- 71 Set of metal double rung ladders**
- 72 Set of metal double rung ladders**
- 73 Set of metal double rung ladders**
- 74 Set of metal double rung ladders**
- 75 Set of metal double rung ladders**
- 76 Long roofing ladder**
- 77 Giant 12 tread stepladders**
- 78 Stepladders**
- 79 Hyster S150a heavy duty diesel forklift truck**
- 81 Benford model TV800H roller**
- 82 Fuelproof 1000 ltr gas oil diesel tank, bunded with hinged flap to electric fuel pump**
- 83 Fuelproof 1000 ltr gas oil diesel tank, bunded with hinged flap to electric fuel pump**
- 84 JCB model 926B all terrain diesel forklift truck 2.6ton capacity**
- 85 Genie Superlift Advantage model SLA-25**
- 86 Genie Superlift**
- 87 Blue heavy duty static lockable site box with twin shielded padlock points**
- 88 Blue heavy duty static lockable site box with single shielded padlock point**
- 89 Blue heavy duty static lockable site box with single shielded padlock point**
- 90 1 off 1999 Case 5ton excavator with rubber tracks, fitted with scraper/blade & a total of 4 buckets s/n DBK0008158 max weight 4.65ton**
- 91 Metal static lockable flammable liquid storage unit**
- 92 Large yellow metal storage box with detachable lid & 4 lifting points**
- 93 Mobile yellow lockable site storage box**
- 94 Lockable site chest with perforated lid**
- 95 Hinged blue metal skip with slanting front & forklift lifting points, plus overhead lifting points**

- 96 Hinged blue metal skip with slanting front & forklift lifting points, plus overhead lifting points
- 97 Hinged blue metal skip with slanting front & forklift lifting points, plus overhead lifting points
- 98 Hinged blue metal skip with slanting front & forklift lifting points, plus overhead lifting points
- 99 Hinged blue metal skip with slanting front & forklift lifting points, plus overhead lifting points
- 100 Hinged blue metal skip with slanting front & forklift lifting points, plus overhead lifting points
- 101 Blue heavy duty static lockable site box with single shielded padlock point
- 102 1 off 2000 Barford SX5000 rear wheel steer dumper 5ton capacity
- 103 Senturi black mobile lockable storage box with pneumatic hinged lid, wheel brakes & forklift lifting points - no keys
- 104 Twin socket towable generator with Honda GX390 engine
- 105 Twin socket towable generator with Honda GX390 engine
- 106 Twin socket towable generator with Honda GX390 engine 13.0 hp
- 107 Twin socket towable generator with Honda GX390 engine 13.0 hp
- 108 Twin socket towable generator with Honda GX390 engine 13.0 hp
- 109 Twin socket towable generator with Honda GX390 engine 13.0 hp
- 110 Sincro model EW200DC portable welding system with twin 110v sockets
- 111 Large towable Mosa model TS200/CF welding system with triple 110v sockets (both tyres flat)
- 112 2 rolls of welded mesh
- 113 Twin socket generator with Honda 5.5 hp engine
- 114 6 Hilti boxes of scaffold fittings
- 115 Scaffold tower system comprising the contents of a stillage - stillage excluded
- 116 Stepladders
- 117 Stepladders
- 118 Long spirit level
- 119 Stack of 4-piece rung ladder system with stabilising bar
- 120 Long single rung ladder & scaffold supports
- 121 Assorted halogen lighting units including a total of more than 7 double lamp units & 4/5 tripods
- 122 2 off heavy duty 110v tripod systems with assorted halogen lamps attached to same
- 123 Assorted halogen & fluorescent 110v site lighting
- 124 Pair of acro props
- 125 Contents of a cage of assorted lighting
- 126 Contents of a cage consisting of large quantities of 110v extension leads
- 127 Contents of a cage consisting of large quantities of 110v extension leads

- 128 Contents of a cage consisting of large quantities of 110v extension leads
- 129 Contents of a cage consisting of large quantities of 110v extension leads
- 130 Contents of a cage of hi-vis jackets & related items - some of which are branded with APC
- 131 Contents of a cage of hi-vis waistcoats & related items - some of which are branded with APC
- 132 Large quantity of hard hats
- 133 Large quantity of safety harnesses & related items
- 134 Contents of a basket of ear defenders, safety goggles & related
- 135 Assorted work trousers
- 136 Boss scaffold tower
- 137 Quantity of metal spikes
- 138 Small folding trolley
- 139 Sack truck
- 140 5 off assorted metal trestles
- 141 4 pairs of metal trestles
- 142 4 pairs of metal trestles
- 143 4 pairs of metal trestles
- 144 4 pairs of small metal trestles
- 145 Scaffold tower
- 146 Petrol cement mixer
- 147 Belle Minimix 150 110v cement mixer
- 148 Belle Minimix 150 petrol powered cement mixer
- 149 Belle Minimix 150 110v cement mixer
- 150 Miscellaneous items consisting of minor metal scaffold, boards, wheels & similar
- 151 Large stack of Heras fencing plus the contents of a pallet of bases for same
- 152 Large stack of Heras fencing plus the contents of a pallet of bases for same
- 153 Atlas Copco XAS36 single axle towable generator, 699 hours
- 154 1 off 1997 Panoramic model P279EVS diesel telehandler including forks attached to same plus extra wide bucket currently loosely located on top of forks
- 155 Building chute attachment
- 156 Wheelbarrow
- 157 Wheelbarrow
- 158 Wheelbarrow
- 159 Marquee/gazebo system with case
- 160 Small single axle trailer with lighting

- 161 Pair of Rubbermaids
- 162 Collection of wooden boards
- 163 13 off crowd barriers
- 164 Twin socket generator with Honda 5.5 hp GX160 engine
- 165 Twin socket generator with Honda 5.5 hp GX160 engine
- 166 Van vault - no keys
- 167 Blue metal lockable site box - no key
- 168 Quantity of assorted sized acro props - circa 20 in total
- 169 1 off 110v Hilti drill
- 170 Hope model BW-20a laser level - stated on outside of case to require a new compensator
- 171 Sack truck
- 172 Large Climax side loading sheet material handling forklift truck including forks - located in the yard

LOTS 173 – 180 ARE BLANK LOTS

- 181 Stonex ST55R laser level in case with tripod attachment
- 182 David White model DWT-10 laser level in case with tripod attachment
- 183 Pair of Leica type GPS 111 Art No. 641618 prisms, 1 of which is on tripod attachment & the other on a telescopic staff
- 184 Leica Level Runner 20 in case with tripod attachment
- 185 Leica Level Runner 20 in case with tripod attachment
- 186 Green laser level in case with tripod attachment
- 187 Stonex surveyor's tripod
- 188 Type CTP103 surveyor's tripod
- 189 Leica surveyor's tripod
- 190 Extendable surveyor's staff/measuring device
- 191 1 off 110v circular saw
- 192 Box of leather workmen's belt attachments
- 193 Contents of a crate of gauntlets & rigger gloves
- 194 Large 6-socket transformer
- 195 De Walt electric measure model DW082
- 196 7 assorted halogen lamps
- 197 Forge steel tripod based laser system in case
- 198 Quantity of 110v extension leads
- 199 Transformer with 4 110v sockets

- 200 Topcon theodolite model TL-20P in case
- 201 Hilti model PM24 measure in case
- 202 Transformer with 6 sockets
- 203 Fluorescent site lamp with 110v extension socket
- 204 Profile automatic level model AL-26 in case with Pentax tripod
- 205 Autolevel model AL-68 in case with orange & yellow tripod
- 206 Makita HR series heavy duty 110v drill in case
- 207 Makita 3901 110v sanding-type device in case
- 208 Makita 5704R 110v circular saw in case
- 209 Makita large 110v angle grinder in case
- 210 Makita reciprocating 110v saw in case
- 211 Large Makita 110v hammer drill
- 212 Makita 110v drill in case
- 213 Makita 110v drill
- 214 Spit model 322 110v drill in case
- 215 Hitachi 110v electric circular saw
- 216 Makita 110v circular saw
- 217 Makita 110v hand held router
- 218 Makita 110v planer
- 219 Contents of a shelf including storage boxes, pulley wheels, measures, blades, fire extinguisher, consumables & more
- 220 Double socket 110v transformer
- 221 Double socket 110v transformer
- 222 Double socket 110v transformer
- 223 Double socket 110v transformer
- 224 Double socket 110v transformer
- 225 Double socket 110v transformer
- 226 Double socket 110v transformer
- 227 Double socket 110v transformer
- 228 Double socket 110v transformer
- 229 Double socket 110v transformer
- 230 Parkside cordless drill system with total of 3 batteries plus charging unit
- 231 1 off 110v jig saw
- 232 1 off 110v drill
- 233 Bosch GNA2,0 110v power tool in case

- 234 3 off assorted torches & lamps
- 235 Bench top twin grinding system
- 236 Contents of a crate of assorted hand tools
- 237 4 off large sledge hammers
- 238 Stack of Mammoth tape
- 239 4 off miscellaneous items consisting of breathing mask, suction vice, diamond core drill set & jack
- 240 4 off assorted router bit/screwdrivers sets & similar
- 241 Single socket transformer
- 242 Double socket transformer
- 243 C.A.T. cable avoiding tool
- 244 Surveyor's telescopic measuring staff in 5 sections
- 245 Surveyor's telescopic measuring staff in 4 sections
- 246 3 off assorted spirit levels
- 247 3 off assorted pry and crowbars
- 248 Large double socket transformer
- 249 Large triple socket transformer
- 250 Large triple socket transformer
- 251 1 off 110v extension reel with twin sockets
- 252 3 off 4-way 110v splitters
- 253 Clarke woodworker morticer model CBM1 240v
- 254 Makita DPC6410 petrol concrete cutter
- 255 Proslide mitre saw
- 256 Post drifter/hammer
- 257 Henry vacuum cleaner
- 258 2 crates of 110v extension leads, lighting cables & similar
- 259 Twin socket 110v transformer
- 260 Large transformer with 6 sockets
- 261 Large transformer with 6 sockets
- 262 Toolbox & contents
- 263 Stainless steel single bowl sink with waste disposal unit attached to same
- 264 Small bench top single spindle drill
- 265 Water pump with Honda GX120 4.0 engine
- 266 Ryobi 254mm precision bench top table saw
- 267 4 off fluorescent 110v site lamps, 3 of which have twin 110v extension sockets

- 268 5 off fluorescent 110v site lamps on stands, 4 of which have twin socket extensions & 1 of which has single socket extensions, 1 of which with missing components to the main lighting section & most of which have missing covers to the lighting
- 269 Row of fluorescent & halogen 110v site lamps on stands
- 270 Row of small halogen site lamps
- 271 Contents of a cage of 110v extension leads & lighting leads
- 272 Contents of a cage of 110v extension leads & related items
- 273 Pair of cement mixer stands
- 274 Numatic 110v vacuum cleaner
- 275 1 off concrete agitator
- 276 Wheelbarrow
- 277 Row of large boxes of nails & other fixings
- 278 Double row of small boxes of nails & fixings
- 279 3 off metal attachments
- 280 Pallet of assorted brushes, spades, shovels, clamps, hose & more
- 281 Heavy duty electrical cable
- 282 Burner
- 283 Buckets & similar
- 284 Bag of rubble sacks
- 285 Safety harness
- 286 3 off Youngman boards
- 287 Collection of 5 assorted rung ladders
- 288 Set of large double rung ladders
- 289 Set of large double rung ladders
- 290 Set of large double rung ladders
- 291 Set of large double rung ladders
- 292 Set of large double rung ladders
- 293 Collection of 3 assorted stepladders
- 294 Metal folding step
- 295 Collection of 2 stepladders
- 296 2 sets of stepladders
- 297 2 sets of stepladders
- 298 Set of stepladders
- 299 Set of stepladders
- 300 Single axle box trailer circa 10' long equipped as an office - located in yard

- 301 YE58 BLN Vauxhall Vectra Exclusiv 5-door hatchback, 1796cc petrol engine. First registered: 31/10/08. Total number of keepers: 2. Current owner: Joe Brown (Building Contractors) Ltd - In Liquidation. We have a logbook for this vehicle and a tax disc valid until 30/04/11. An MOT is not required until October 2011. Recorded mileage/Kms: 16,054. Specification includes Alloys, CD radio with steering wheel controls, electric front windows/mirrors, air con, remote locking. This lot is a car therefore whilst subject to a buyer's premium of 15%, VAT applies to the buyer's premium element only
- 302 RN05 NAU Audi A4 S-Line TDI estate, 1986cc diesel engine. First registered: 12/08/05. Total number of keepers:3. Current owner: Rocalpha Ltd - In Liquidation. We have a logbook for this vehicle. Recorded mileage: 114,985 Specification includes Alloys, roof bars, remote locking, CD radio, climate control, ESP, electric windows/mirrors, blue tooth hands-free kit, full service history, last serviced on 18/03/10 at 97,581 miles. This lot is a car therefore whilst subject to a buyer's premium of 15%, VAT applies to the buyer's premium element only.
- 303 AK05 WWV Volkswagen Passat Trendline TDI 100 4-door saloon, 1896cc diesel engine. First registered: 09/05/05. Total number of keepers: 2. Current owner: Joe Brown (Building Contractors) Ltd - In Liquidation. We have a logbook for this vehicle, MOT valid until 09/05/11 and a tax disc valid until 31/01/12. Recorded mileage: 105,019. Specification includes alloys, remote locking, 6-CD changer with steering wheel controls, climate control, ESP, cruise control, Parrot bluetooth kit, partial service history. This lot is a car therefore whilst subject to a buyer's premium of 15%, VAT applies to the buyer's premium element only
- 304 OV52 PXR Mercedes C180 Komp. Classic Auto SE A 4-door saloon, 1796cc petrol engine. First registered: 26/11/02. Total number of keepers: 2. Current owner: Lowood Builders Ltd - In Liquidation. We have a logbook for this vehicle, MOT valid until 09/03/12 and a tax disc valid until 30/09/11. Recorded mileage: 118,306. Specification includes alloys, remote locking 6-CD changer with steering wheel controls, ESP, electric windows/mirrors, cruise control, hands free kit. This lot is a car therefore whilst subject to a buyer's premium of 15%, VAT applies to the buyer's premium element only
- 305 M222 ADY Mercedes ML 320 Auto Estate, 3199cc petrol engine. First registered: 20/03/00. Total number of keepers: 4. Current owner: Lowood Builders Ltd - In Liquidation. We have a logbook for this vehicle, an MOT valid until 09/01/12 and a tax disc valid until 30/06/11. Recorded mileage: 78,972. Specification includes alloys, remote locking, full leather, CD Radio/multimedia disc player, air con, ESP, cruise control. This lot is a car therefore whilst subject to a buyer's premium of 15%, VAT applies to the buyer's premium element only
- 306 FT06 GKL Ford Transit 350 LWB dropside lorry, 2402cc diesel engine. First registered: 31/07/06. Total number of keepers: 2. Current owner: Joe Brown (Building Contractors) Ltd - In Liquidation. We have a logbook for this vehicle, MOT valid until 31/07/11 and a tax disc valid until 31/10/11. Recorded mileage: 105,000 Specification includes remote locking, radio cassette. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.

- 307 HX04 KJZ Iveco-Ford Cargo Tector 7.5 dropside Tipper, 3920cc diesel engine. First registered: 31/03/04. Total number of keepers: 3. Current owner: MJL Construction (Cumbria) Ltd - In Liquidation. We have a logbook for this vehicle, Goods Vehicle Test Certificate valid until 31/07/11 and a tax disc valid until 30/06/11. Recorded Kms: 147,014. Specification includes radio cassette, towbar. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 308 EF09 WTL Ford Transit 85 T280S FWD panel van. First registered: 31/07/09. Total number of keepers: 3. Current owner: Rocalpha Ltd - In Liquidation. We have a logbook for this vehicle. MOT is not required until July 2012. Recorded mileage: 39,494 Specification includes remote locking, CD radio, electric windows, vehicle has had 1 service at 33,977 miles on 20/11/10, wooden racking to rear. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 309 HG05 VCU Vauxhall Vivaro 2900 CDTI LWB panel van, 2463cc diesel engine. First registered: 24/05/05. Total number of keepers: 2. Current owner: Rocalpha Ltd - In Liquidation. We have a logbook for this vehicle and an MOT valid until 02/06/11. Recorded mileage: 121,627. Specification includes CD Radio, air con, hands-free kit, ply-lined rear, last serviced on 04/11/08 at 72,851 miles. This lot is a car therefore whilst subject to a buyer's premium of 15%, VAT applies to the buyer's premium element only
- 310 MT09 ZVW Ford Transit Connect T200 L75 panel van, 1753cc diesel engine. First registered: 23/07/09. Total number of keepers: 1. Current owner: Joe Brown (Building Contractors) Ltd - In Liquidation. We have a logbook for this vehicle and a tax disc valid until 30/06/11. An MOT is not required until July 2012. Recorded mileage: 18,418. Specification includes roof rack, CD radio, ply-lined rear, 1st service carried out at 10,116 miles on 01/07/10. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 311 MF59 DYU Ford Transit Connect T200 L75 panel van, 1753cc diesel engine. First registered: 03/09/09. Total number of keepers: 1. Current owner: Joe Brown (Building Contractors) Ltd - In Liquidation. We have a logbook for this vehicle and a tax disc valid until 31/08/11. An MOT is not required until September 2012. Recorded mileage: 12,688. Specification includes roof rack, remote locking, CD radio. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 312 AF06 OTK Ford Transit Connect 200 D SWB panel van, 1753cc diesel engine. First registered: 10/03/06. Total number of keepers: 2. Current owner: Joe Brown (Building Contractors) Ltd - In Liquidation. We have a logbook for this vehicle, MOT valid until 10/03/12 and a tax disc valid until 30/09/11. Recorded mileage/Kms: 43,949. Specification includes roof rack, radio cassette, ply-lined rear, last service on 31/05/08 at 22,134 miles. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.

- 313 AD54 WFM Ford Transit Connect L200 TD SWB panel van, 1753cc diesel engine. First registered: 31/01/05. Total number of keepers: 2. Current owner: Joe Brown (Building Contractors) Ltd - In Liquidation. We have a logbook for this vehicle, MOT valid until 31/01/12 and a tax disc valid until 31/10/11. Recorded mileage: 40,863. Specification includes towbar, roof rack, radio cassette, ply-lined rear. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 314 YS04 WPV Peugeot Expert 815D panel van, 1868cc diesel engine. First registered: 21/06/04. Total number of keepers: 2. Current owner: Lowood Builders Ltd - In Liquidation. We have a logbook for this vehicle, MOT valid until 06/07/11 and a tax disc valid until 30/06/11. Recorded mileage/Kms: Odeometer not illuminated. Can't see mileage. Specification includes central locking, CD radio, with steering wheel controls, Nokia bluetooth kit, partial service history, ply-lined rear. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 315 DA53 NTY Peugeot Expert panel van, 1868cc diesel engine. First registered: 24/10/03. Total number of keepers: 2. Current owner: Mainstreet Peninsula Ltd T/A Chem-Dry of Wirral & Deva - In Liquidation. We have a logbook for this vehicle, MOT valid until 24/10/11 and a tax disc valid until 30/04/11. Recorded mileage: 80,251. Specification includes CD radio with steering wheel controls, electric windows/mirrors, ply-lined rear, last service on 18/10/10 at 76,480 miles. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 316 DA53 NTX Peugeot Expert panel van, 1868cc diesel engine. First registered: 24/10/03. Total number of keepers: 1. Current owner: Mainstreet Peninsula Ltd T/A Chem-Dry of Wirral & Deva - In Liquidation. We have a logbook for this vehicle, MOT valid until 24/10/11 and a tax disc valid until 30/04/11. Recorded mileage: 94,254. Specification includes CD radio with steering wheel controls, ply-lined rear, electric windows/mirrors, last service on 20/10/10 at 90,974 miles. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 317 MW51 UJV Ford Fiesta Courier 50 TD car derived van, 1753cc diesel engine. First registered: 17/01/02. Total number of keepers: 2. Current owner: Joe Brown (Building Contractors) Ltd - In Liquidation. We have a logbook for this vehicle and a tax disc valid until 31/08/11. Recorded mileage: 100,663. Specification includes roof rack, radio cassette, ply-lined rear. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 318 V47 JWK Ford Escort 55TD car derived van, 1753cc diesel engine. First registered: 10/01/00. Total number of keepers: 2. Current owner: Joe Brown (Building Contractors) Ltd - In Liquidation. We have a logbook for this vehicle, MOT valid until 12/01/12 and a tax disc valid until 31/07/11. Recorded mileage/Kms: 92,348. Specification includes roof rack, alarm, radio cassette. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.

- 319 P301 KND Ford Transit 2000 panel van, 1998cc petrol engine. First registered: 01/10/96. Total number of keepers:1. Current owner: Sale DIY Ltd - In Liquidation. We have a logbook for this vehicle. We do not have an MOT certificate, but the Directgov website indicates a valid MOT until 02/10/11. The tax disc has recently expired. Recorded mileage: 70,252. Specification includes roof rack, radio cassette, single piece rear lifting door, central locking. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 320 T2 GFR - Private registration included. Ford Ranger XLT 4x4 TD 4 door crew cab pick-up, 2499cc diesel engine. First Registered 01/04/03. Total number of keepers: 4. Current owner GFR Plumbing & Heating Ltd - In Administration. We have a logbook, MOT valid until 29/06/11 & tax disc valid until 30/06/11. Recorded mileage/Kms: 85,074. Specification includes alloys, Tuff lid rear cover, CD radio, air conditioning, electric windows/mirrors, Parrot Bluetooth connector. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 321 RK03 WSV Ford Transit 260 SWB TD panel van, 1998cc diesel engine. First registered 21/03/03. Total number of keepers 2. Current owner: Quorn Electrical Services Ltd - In liquidation. We have a logbook. The MOT recently expired. Recorded mileage/Kms: 123,268 Specification includes roof bars, radio cassette, ply-lined rear, partial service history - last serviced on 15/10/10 at 120,800 miles. This lot is a commercial vehicle subject to a Buyer's Premium of 15% and then VAT on both the hammer price and the Buyer's Premium, as with most other lots in this sale. It is only passenger cars which are exempt from VAT.
- 331 Steel shipping container site office, incorporating a rear partitioned office, complete with sundry contents.
- 332 Steel shipping container incorporating a stillage complete with sundry contents.
- 333 Steel shipping container complete with sundry contents.
- 334 Steel shipping container racked out, complete with sundry contents.
- 335 Steel shipping container racked out, complete with sundry contents.
- 336 Steel shipping container racked out, complete with timber contents.
- 337 Steel shipping container racked out, incorporating lockable timber partitioned store.
- 338 Steel shipping container racked out, complete with sundry contents.
- 339 Steel shipping container site office, incorporating a rear partitioned office, complete with sundry contents.
- 340 Steel shipping container racked out, complete with sundry contents.
- 341 Steel shipping container site office, incorporating partitioned rear office, complete with mesh window security grille and fitted sink.
- 342 Steel shipping container site office, incorporating rear partitioned office, complete with fitted sink.
- 343 Approximately 65 panels of Heras fencing complete with a quantity of footpads & approximately 17 lengths of crowd control barrier, all barrier and fence panels complete with stillages.

END

SPECIAL NOTICE

COLLECTIONS

IT IS DRAWN TO PURCHASER'S ATTENTION ELSEWHERE IN THIS CATALOGUE AND ALSO ON SIGNS WITHIN OUR AUCTION ROOM THAT:-

"PURCHASERS BUY LOTS WHERE THEY LIE AND MUST BRING ANY NECESSARY LABOUR, LIFTING TACKLE AND EQUIPMENT TO MOVE THEIR LOTS. PORTERING STAFF ARE NOT AVAILABLE TO ASSIST ONLY TO SUPERVISE".

NOTWITHSTANDING THE ABOVE

Subject to availability we are prepared to assist collectors in the following ways :-

- 1) PALLETS - we will only allow collectors to remove our pallets if they bring with them a similar number of empty pallets in exchange, or purchase them at £3 plus V.A.T. each.
- 2) PALLET TRUCKS/TROLLEYS - subject to availability - we will allow collectors to use one of our hand operated pallet trucks or trolleys, providing they sign a "waiver" form, and deposit £100 cash (refundable). This deposit will be refunded when the pallet truck is returned in good order.
- 3) FORKLIFT TRUCKS - subject to availability - one of our staff will assist collectors by moving/loading goods with a forklift truck, providing the collector signs an appropriate "waiver" form.

We will decline to lift loads which are awkward, may leak, are unstable, or which (in our sole discretion) we deem it unsuitable for us to lift.

Users of this service are expected to make a donation of £5 for each 10 minutes assistance (or part thereof) – minimum £5.

All lifting donations (which go towards our staff Xmas kitty) are payable in cash only, prior to lifting commencing – no exceptions.

Our standard forklift trucks can carry 1.5 – 2 ton. If our 6 ton capacity forklift truck is required, an additional 1 off donation of £25 must be paid – no exceptions.

NB As is made very clear, goods are sold where they lie. Allowing collectors to use a pallet truck, or providing a forklift truck and driver, are strictly subject to availability (both of equipment and our own labour), and we cannot guarantee such equipment and/or labour will be available.

NO EXCEPTIONS

ROBSON KAY & CO. LTD

General Terms and Conditions of Sale

1. **Agency**

The Auctioneers act as agents only and they disclaim responsibility for default by either buyer or seller. The Auctioneers do not guarantee the title of any lot or lots sold by them, and will not be responsible for any defect in such title.

2. **The Buyer**

The highest bidder acknowledged as such by the Auctioneers will be the buyer. If any dispute arises, the Auctioneers shall have absolute discretion to settle the matter. The Auctioneers shall rule the bidding, and no bid shall be retracted. The Auctioneers reserve the right to refuse any bid. The Auctioneers reserve the right to bid on behalf of the vendor for any lot (either with a reserve or subject to the Auctioneers' discretion), and to withdraw, consolidate or divide any lot or lots.

3. **Ownership of Purchases**

The ownership of the lot(s) purchased will not pass to the buyer until the buyer has paid the Auctioneers in full the total amount due, and the Auctioneers have applied such payment to the lot. No lots may be removed until the total account for all the lots purchased has been paid in full.

4. **Transfer of Risk**

Notwithstanding the fact that ownership does not pass until the lots are paid for, each lot shall be held uninsured at the purchaser's sole risk from the fall of the hammer, and shall be sold with all faults and imperfections, the Auctioneers not being responsible for the correct description, genuineness or authenticity of any lot, and making no warranty whatsoever. The purchaser is deemed to have inspected the lots and satisfied himself as to their condition. No responsibility is accepted for any loss of (or damage to) lots.

5. **Collection**

Collections (which can only be made after ALL the lots purchased have been paid for in full) can be made at the times stated in the auction catalogue only.

Purchasers buy lots where they lie and must bring any necessary labour, lifting tackle and equipment in order to remove their lot(s). Where lots are fixed or connected in any way, the purchaser must have the removal/disconnection carried out by suitably qualified/experienced personnel (with appropriate insurance cover). The purchaser is responsible for leaving the site safe and for any damage to the premises and/or other lot(s).

It is the responsibility of the buyer and/or their carrier/driver to ensure that their loads do not contravene road, traffic or any other regulations.

Lots not collected within the timescale stated in the catalogue will become subject to a storage charge of £5 per lot, per day (plus VAT), or 5% of the hammer price (whichever is the higher). Late collections can only take place **STRICTLY BY APPOINTMENT** (to fit in with our schedule), and such appointments may involve delays until we can accommodate said late collection, which will increase the storage charges due by late collectors pro rata.

If a purchaser fails to comply with any of these "General Terms and Conditions of Sale", and/or any special (or additional) Terms and Conditions relevant to the sale in question, and/or does not collect within the timescale stated in the catalogue, the Auctioneers reserve the right to resell any such lot(s) by public or private sale **without reserve** and **without notice** to the purchaser. If upon resale as foresaid a lower price is obtained for any lot than was obtained at the first sale, then any such shortfall will be a debt due from the purchaser in default in the first sale. Irrespective of the price the Auctioneers receive on resale, the buyer will be responsible for any and/all additional costs of the Auctioneers including storage at either £5.00 per lot per day, or 5% of the hammer price per lot per day (whichever is the higher), advertising, handling, selling costs, insurance etc. Furthermore, the Auctioneers reserve the **ALTERNATIVE** right to move lots outside the premises (at the buyer's risk), if said lot/s are (in the Auctioneers' opinion) restricting the use of the auction room.

6. **Movement of Lots**

The Auctioneers reserve the absolute right to move any lots which (in their sole opinion) are restricting the use of the auction premises and/or inhibiting collectors and/or need to be moved to assist in other activities taking place on the premises. Movement of assets in such circumstances is entirely at the purchaser's risk, and the Auctioneers accept no responsibility or liability for any loss or damage such as may be incurred during any such movement.

Whether acting as agent on behalf of a named principal or acting as principal themselves, all bidders will be deemed to have the authority for each bid made and will be held equally liable with their principal (where relevant) for all obligations and liabilities in relation to the sale.

Users of the online bidding facility should ensure prior to registering that they have the authority to bind whatever entity they register as, to the conditions of sale, that they are 18 years or over and that they keep their user ID and password safe and private from any person other than those they are happy have equal authority to bid.

7. **Damage**

If any damage is done to any lot or to the premises at the viewing or before, during or after a sale, such damage shall be made good by the person committing such damage, principals being responsible for the actions of their servants, subcontractors and/or any other persons in the premises on their behalf, such damage to be assessed by the Auctioneers. No cutting or welding equipment may be used without the Auctioneers' express permission, in writing. No explosives may be used without the Auctioneers' express permission in writing.

8. **Descriptions**

The lots are sold as they lie with all faults and errors of description or quantity or measurement (if any). The purchaser is deemed to have inspected and approved the lots he buys, and if he buys without proper previous inspection, he shall be deemed to have done so at his own risk. No guarantee is expressed or implied either by the vendor or the Auctioneers in the lots as to performance, output, reliability, service, suitability for purpose, quantity, size or any other matter. No person within the Auctioneers' employment has any authority to make or imply any representations, warranties or guarantees.

It is believed that the quantities, descriptions and measurements stated in the catalogue are correct, but the Auctioneers will not be responsible for any error or mistake therein, and no purchaser shall make any objection thereto, or be entitled to any compensation by reason of such error or mistake. Many of the goods catalogued are described by make, type, size, output, etc. It should not however, be taken for granted that they are in their original manufactured condition, complete with all component parts, and in working order, nor should it be taken for granted that vehicles, trailers and mechanical equipment can be put into working order, or that vehicles and trailers are, or can be roadworthy. Goods which appear to be in their original wrapping and unused may have incurred many years of shelf life. Lots may be new, used, soiled, damaged, broken or incomplete. In view of their age or condition some goods may not comply with current safety legislation. Prospective purchasers are reminded that it would be an offence under the Consumer Protection Act 1961 and the Consumer Safety Act 1978 for them to sell or supply goods which do not comply with the current regulations made under either of those Acts. Prospective purchasers are also reminded that sales by auction are not consumer sales for the purpose of the Unfair Contract Terms Acts, 1977.

WE RECOMMEND THAT PROSPECTIVE PURCHASERS SHOULD THEREFORE THOROUGHLY INSPECT THE GOODS IN WHICH THEY ARE INTERESTED BEFORE BIDDING.

The lots are not sold by sample but if in any case a sample shall be displayed it shall be upon the understanding that this contract shall contain no implied condition or warranty as to the quality or otherwise or that the lots are free from any defect rendering them unmerchantable.

Mileages stated for vehicles are mileometer readings. The vendor does not necessarily know whether the mileometer reading is accurate and shows the correct reading of the mileage of the vehicle. The purchaser should therefore, treat the mileometer reading as meaningless. Year of manufacture. - a civilian vehicle registration does not necessarily indicate the date of manufacture of the vehicle, for example a government vehicle (if it is a government vehicle) may be operated over the earlier or any part of its working life under a service registration number.

9. **Third Party Liability**

Auction sites are potentially dangerous. Flammable, noxious, corrosive and pressurised substances are present, heavy equipment is being operated, forklift trucks are in use, and electrical circuits may be live. Every person on the Auctioneers' premises at any time should be deemed to be there at his own risk, and with Notice of the Condition of the premises and the method of arranging the lots, etc. He/she shall have no claim against the Auctioneers in respect of any injury he/she may sustain or any accident which may occur, prior to, during or after the sale, or at any other time on the Auctioneers' premises.

Visitors to the premises will indemnify the vendor and the Auctioneers against all suits, claims, demands and actions whatsoever which the vendor may suffer in connection with that item.

Neither the vendor nor the Auctioneers recommend any other organisation or represent the competence of any other organisation's representatives or advertising literature which is at or about the Auction Premises by reason of the fact that the vendor or Auctioneers have allowed such representation or literature to be available or distributed at the Auction Premises.

10. **Additional Items**

Anything which may be found in, under or near any lot which is not mentioned in the sale catalogue, the Auctioneers reserve for the vendors. Any pallets, trolleys, tables, racks or display units used to display lots are excluded from the sale and may not be removed from the premises.

11. **Provisional Bids / Reserves**

Where the vendor has placed a reserve price upon a lot which is not reached when the lot is offered, then the Auctioneers will inform the vendor of the highest bid made, and in the event that the highest bid or a later bid is acceptable by the vendor, then the highest bidder will become the buyer of the lot, and be bound by the Conditions of Sale. The Auctioneers retain the right to place a reserve on any lot (on the vendor's behalf) at any time up to the fall of the hammer.

12. **After Sales**

Lots sold after the sale will be subject to all Conditions of Sale, applicable if the lots had been sold during the auction.

13. **Health and Safety Regulations**

The Auctioneers and the vendor accept no responsibility whatsoever for any lot or lots sold which subsequently prove to contravene the Health and Safety Regulations in force at the time of the sale.

To comply with section 6 (8) of the Health and Safety at Work 1974, purchasers undertake to comply with the guarding requirements under regulation 15 - Sale or Hire of Machinery.

14. **Time**

In respect of any and all of our Terms and Conditions and notes, time is of the essence - no exceptions will be made.

15. **Software**

All systems or media items sold in the sale are sold without software of any kind unless such software is specifically nominated within the description of the system or media item.

The buyer shall remove immediately upon purchase of any hard disk or system containing a hard disk or any other media, all programs including any operating systems to which the purchase of the said hard disk system or other media does not convey to him/her licence to use such programs or operating systems.

16. **Indemnity**

The buyer shall indemnify the Auctioneers and the vendor in any actions resulting from the buyer's failure to observe Clause 18 above.

17. **NO TRANSFER OF LOTS BY THE BUYER SHALL BE ALLOWED.**
18. **Important Notice**
Prospective purchasers are advised to read thoroughly and ensure they understand these Terms and Conditions and any special/additional Terms in the catalogue. Bidders by the act of bidding, are accepting (and only doing so) upon our Terms and Conditions of trading - if in doubt - **DO NOT BID.**
19. **Auctions / Tender / Private Treaty**
The "Auctioneers" are Robson Kay & Co Ltd. These terms and conditions apply to any and all sales conducted by the Auctioneers, whether they be Auctions, Tenders (formal or informal), Private Treaty or any other method of sale. They will be supplemented by additional terms within the Auction/Tender catalogue. When selling by Tender or Private Treaty, the term "Auctioneer" shall mean "Agent", and the term "Auction" shall mean "Sale".
20. **Random Searching of Vehicles**
The Auctioneers shall have the right, if they so desire, without compensation to the purchaser, to search vehicles carrying Goods before such vehicles leave the Auctioneers' premises, in order to check that the goods being removed correspond to the Auctioneers' particulars. The right shall include the right to search the whole of the vehicle, and the right to require the vehicle to be unloaded if this is necessary for the check to be made. If the vehicle collecting goods is not owned or hired by the purchaser, the purchaser shall ensure the owner or hirer agrees to the exercise of this right by the Auctioneer. The Auctioneers' "Premises" includes the total site.
21. **Parking**
Vehicles may be parked in the Auctioneers' car-park, but only at the owner's risk.
22. **Road Traffic Act Requirements**
Purchasers are reminded that any vehicle or trailer sold in any sale may not be roadworthy, or may be of such design as will not, without alteration, comply with the Acts and Regulations relating to its construction, equipment and use. It is generally an offence to use on a road a motor vehicle or trailer which does not comply with these Acts and Regulations, and accordingly it is a condition of the contract of sale that the purchaser shall in respect of each vehicle or trailer purchased by him undertake not to use it/them or cause or permit its/their use on any road in Great Britain to which the Road Traffic Acts apply until it/they complies/comply in every respect with the requirements of the Acts and Regulations relating to its/their construction, equipment and use, and accordingly to make such arrangements for its/their transportation from the Auctioneers' Premises as may be necessary having regard to its/their condition to ensure its/their lawful removal in accordance with my/our obligations under the Contract of Sale.
23. **Export of Goods**
The sale of goods described in the catalogue shall not imply that Department of Trade and Industry Licences for export of goods in their present or modified condition will be granted to the purchaser. The pursuit of any such licences is entirely a matter for the purchaser.

Any buyer wishing to export items bought at the auction must pay the VAT in the normal way and make his/her own arrangements with H. M. Customs and Excise in relation to any refund.
24. **Lots**
The Auctioneers shall be under no duty to either vendor or purchaser to make enquiries of any nature whatsoever as to the title of any lots, or to disclose to the vendor, purchaser or any other person whosoever the result of any enquiry, such enquiry being made entirely at the discretion of the Auctioneers.

Where any lot or lots sold are found to be subject to hire purchase or leasing agreement, the Auctioneers reserve the right to discharge the existing liability to the finance company concerned remitting the balance, if any, to the vendor on receipt of a clearance note from the finance company.
25. **Rescission By Vendor**
In the event of the vendor after the sale not being able to give a good and sufficient title to or delivery of any lot or part thereof before its removal, or if in the vendor's opinion the removal of any lot will endanger or permanently damage any building or other property, the vendor may by written notice to the purchaser of such lot, delivered to him or his agent or sent by post to his place of abode or business last known to the Auctioneers, rescind the sale of such lot and repay the purchaser any deposit or purchase money paid in respect thereof.
26. **Variations**
No member of staff is authorised to make any variations to these terms and conditions unless so authorised in writing by a Director. Should any of the above terms be deemed to be invalid this shall not affect validity of all the remaining Terms and Conditions.
Revised February 2004

SPECIAL NOTICE MISREPRESENTATION ACT 1967

This catalogue does not constitute any part of an offer or contract.

Prospective purchaser's attention is specifically drawn to the Terms and Conditions within the catalogue. We would point out that all statements contained in this catalogue as to the lots, are made without responsibility on the part of the Auctioneers or the vendor. Any prospective purchaser must confirm by inspection or otherwise the accuracy of any descriptions, quantities, etc., contained within this catalogue and no statements herein are to be relied upon as statements or representations of fact. Neither the vendors nor the Auctioneers, nor any person in the employ of either of them have any authority to make or give any representation or warranty.

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 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.

Neither the Auctioneers nor the vendors, nor their servants and agents have any authority to make any representations.

THE HEALTH AND SAFETY AT WORK ACT, 1974

The goods are not sold as articles for use at work, or at home, they are sold on the understanding that the vendor does not represent them as being in a condition which makes them suitable for use at work or home. Oil/gas fired, electrical appliances, machinery, plant or equipment are sold as scrap or for refurbishment only, and in their current condition are not necessarily compliant with the requirements of the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987. All purchasers should understand that before using the items at work or selling them on to the consumer for use, they must undertake to refurbish the items and render them compliant with the aforementioned acts.

***WE RECOMMEND THAT ALL LOTS ARE INSTALLED BY A
SUITABLY QUALIFIED ENGINEER / ELECTRICIAN
OR APPROPRIATE SPECIALIST INSTALLER.***