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**FOR SALE BY ONLINE AUCTION**

**MODERN GOOD QUALITY  
COMMERCIAL KITCHEN EQUIPMENT**

**VIEWING:**

Tuesday, 31<sup>st</sup> January 2012, 10am – 4pm  
No appointment necessary

**LOCATION:**

CJM Auction Centre, Dunlop Way, Scunthorpe, DN16 3RN

**AUCTION CLOSES:**

Thursday, 2<sup>nd</sup> February 2012 from 12 noon

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

Webcast powered by [www.bidspotter.co.uk](http://www.bidspotter.co.uk)

**AUCTIONEERS**

**CJM ASSET MANAGEMENT**

International Asset Valuers, Auctioneers & Business Consultants  
CJM AUCTION CENTRE, DUNLOP WAY, SCUNTHORPE, DN16 3RU  
TEL. +44 (0) 1724 334411, FAX. +44 (0) 1724 334422 E-Mail. [sales@cjmasset.com](mailto:sales@cjmasset.com)

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

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

## IMPORTANT NOTICE TO BIDDERS

### SPECIAL CONDITIONS OF SALE RELATING TO THE ONLINE AUCTION AT THE CJM AUCTION CENTRE, DUNLOP WAY, SCUNTHORPE, DN16 3RN

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

2. VIEWING: Tuesday, 31<sup>st</sup> January 2012 from 10am to 4pm at The CJM Auction Centre, Dunlop Way, Scunthorpe, DN16 3RN.

N.B. The Auctioneers hereby specifically exclude liability for any accident or injury, howsoever arising, sustained by any person or persons who may attend at the premises for the purpose of the auction, inspection, purchase, collection or any other business. (CHILDREN UNDER THE AGE OF 16 ARE STRICTLY NOT ALLOWED ON THE AUCTION PREMISES).

3. SALE CLOSES: From 12 noon on Thursday, 2<sup>nd</sup> February 2012. Please note that in the event of a bid being received within 10 minutes of the scheduled closing time, the bidding period on that lot will automatically extend by a further 10 minutes. IMPORTANT: WHEN BIDDING DO NOT FORGET TO REGULARLY REFRESH YOUR SCREEN TO ENSURE YOU ARE AWARE OF ALL CURRENT BIDS.

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

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

6. VALUE ADDED TAX (VAT) will be charged at 20% on both the hammer price and the Buyers Premium. Purchasers from overseas should note that the VAT on the Buyers Premium is not recoverable.

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

8. PAYMENT: Payment is required immediately upon receipt of invoice unless alternative arrangements have been made with the Auctioneers prior to the sale. Persons wishing to pay by cheque should instruct their bank to write, e-mail or fax the Auctioneers at CJM Auction Centre, Dunlop Way, Scunthorpe, DN16 3RN (Fax: 01724 334422) confirming that cheques may be accepted up to a predetermined figure. Unless this procedure is followed goods may not be removed until the cheque has cleared. We also accept payments by Visa or Mastercard subject to a 2 per cent surcharge. Payments by Debit Card are not subject to a surcharge. If you wish to pay by Bank or Telegraphic Transfer our Clients Account details are as follows: - Account Name: Fyrebrand Ltd t/a CJM Asset Management Clients Account, Account No: 36292591, Sort Code: 544126, National Westminster Bank plc, 119 High Street, Scunthorpe, DN15 6LY, United Kingdom. IBAN No: GB81NWBK5441 2636 2925 91. Important Notice - Money Laundering Regulations 2003 - Please note that in order to comply with the Money Laundering Regulations we are unable to accept cash payments in excess of £12,000 (€15,000).

Personal Cheques are not accepted.

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

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

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

11. REMOVAL OF LOTS: The goods are at the risk of the Buyer immediately upon receipt of invoice from the Auctioneers and should be removed as soon as possible for security reasons. All removals are to be completed STRICTLY by appointment only, and by Friday, 10<sup>th</sup> February 2012 at the latest. To make an appointment for removals and for further information and advice call Edward Denniss, on +44 (0)1724 334411 or email [edward.denniss@cjmasset.com](mailto:edward.denniss@cjmasset.com)

12. FURTHER INFORMATION: Contact Edward Denniss or Alan Maddison at CJM Asset Management, Duchess CJM Auction Centre, Dunlop Way, Scunthorpe, DN16 3RN, United Kingdom, Telephone +44 (0) 1724 334411, Fax. +44 (0) 1724 334422, e-mail [Edward.denniss@cjmasset.com](mailto:Edward.denniss@cjmasset.com).

- \* 1 2005 HOBART MODEL CNA-E STAINLESS STEEL THROUGH FEED COMMERCIAL DISHWASHER C/W INFEED AND OUTFEED, MODEL 904X WASTE DISPOSAL UNIT (SPARES OR REPAIR) AND QTY OF TRAYS, 415V, S/N 86482868
- \* 2 2005 HOBART MODEL UX-11 STAINLESS STEEL FRONT LOADING COMMERCIAL DISHWASHER, 400V, S/N 86501542 C/W TRAYS
- \* 3 WINTERHALTER MODEL GS502 STAINLESS STEEL THROUGH FEED COMMERCIAL DISHWASHER C/W INFEED AND OUTFEED TABLES, TRAYS AND TRAY TROLLEY S/N 528526 INFEED C/W IMC MODEL 904X WASTE DISPOSAL UNIT, 415V
- \* 4 RATIONAL TYPE CD101 COMBI OVEN, 19KW, 400V, S/N EI1DA98031138 C/W MOBILE STAINLESS STEEL STAND WITH SHELF
- \* 5 RATIONAL TYPE CM101 COMBIMASTER OVEN, 400V, C/W STAINLESS STEEL STAND WITH 2 X TRAY SLIDE COMPARTMENTS
- \* 6 GRAM TYPE K425 NMRHHA COMMERCIAL STAINLESS STEEL SINGLE DOOR FRIDGE, 240V, S/N 367/18
- \* 7 GRAM TYPE F425 NMRHHA COMMERCIAL STAINLESS STEEL SINGLE DOOR FREEZER, 240V, S/N 377/18
- \* 8 WILLIAMS MODEL HDL COMMERCIAL STAINLESS STEEL SINGLE DOOR FRIDGE, 240V, S/N 9907214065
- \* 9 FOSTER GASTRONORM SUPRA MODEL GS601 LT COMMERCIAL STAINLESS STEEL SINGLE DOOR FREEZER, 240V, S/N E449069
- \* 10 FOSTER GASTRONORM SUPRA MODEL GS 601 CT COMMERCIAL STAINLESS STEEL SINGLE DOOR FRIDGE, 240V, S/N E449068
- \* 11 FOSTER GASTRONORM SUPRA MODEL GS 601 HT COMMERCIAL STAINLESS STEEL SINGLE DOOR FRIDGE, 240V, S/N E449067
- \* 12 FOSTER GASTRONORM SUPRA MODEL GS 601 LT COMMERCIAL STAINLESS STEEL SINGLE DOOR FREEZER, 240V, S/N E431775
- \* 13 FOSTER GASTRONORM SUPRA MODEL GS 601 LT COMMERCIAL STAINLESS STEEL SINGLE DOOR FREEZER, 240V, S/N E431776
- \* 14 FOSTER GASTRONORM SUPRA MODEL GS 601 HT COMMERCIAL STAINLESS STEEL SINGLE DOOR FRIDGE, 240V, S/N E435925
- \* 15 FOSTER GASTRONORM '90 MODEL VT600 COMMERCIAL STAINLESS STEEL SINGLE DOOR FRIDGE, 240V, S/N E226951
- \* 16 FOSTER GASTRONORM SUPRA MODEL GS1351 LT COMMERCIAL STAINLESS STEEL DOUBLE DOOR FREEZER, 240V, S/N E343947
- \* 17 FOSTER MODEL NGH 45U COMMERCIAL STAINLESS STEEL DOUBLE DOOR FRIDGE, 240V, S/N EI14605
- \* 18 2003 TYPE HG 2.0 KU-SB SMALL COMMERCIAL STAINLESS STEEL FRIDGE, 240V
- \* 19 AHT 'WALLS' SLIDING TOP DISPLAY FREEZER
- \* 20 LMC EURO COLD MOON CAN100 'EVIAN' DRUM SHAPED DRINKS CHILLER
- \* 21 FALCON MODEL E5478 STAINLESS STEEL STEAMING OVEN, 415V, S/N 60238
- \* 22 STAINLESS STEEL SINGLE DEEP BOWL SINK UNIT WITH UNDERTIER AND SPLASHBACK
- \* 23 SISSONS STAINLESS STEEL DEEP BOWL SINK UNIT WITH UNDERTIER AND SPLASHBACK
- \* 24 LARGE MOBILE STAINLESS STEEL TWIN DEEP BOWL SINK UNIT WITH SPLASHBACK
- \* 25 MOBILE STAINLESS STEEL CENTRAL SINGLE BOWL SINK UNIT WITH SPLASHBACK
- \* 26 STAINLESS STEEL TWIN DEEP BOWL CORNER SINK UNIT WITH RIGHT HAND RETURN (NO LEGS/FRAME) C/W MODEL 904X WASTE DISPOSAL UNIT
- \* 27 2 X CRAVEN ADJUSTABLE STAINLESS STEEL SHELF UNITS (4 AND 3 TIER) ON FORWARDS/BACKWARDS CASTORS
- \* 28 2 X CRAVEN ADJUSTABLE STAINLESS STEEL 4-TIER SHELF UNITS
- \* 29 2 X STAINLESS STEEL SHELF UNITS, 4 AND 3 TIER
- \* 30 2 X ACTIVE QUARTERMASTER ANTIBACTERIAL ADJUSTABLE MOBILE 4-TIER RACKS
- \* 31 2 X ACTIVE QUARTERMASTER ANTIBACTERIAL ADJUSTABLE MOBILE 4-TIER RACKS
- \* 32 3 X MOBILE ADJUSTABLE 4-TIER RACKS
- \* 33 2 X MOBILE STAINLESS STEEL 4-TIER SHELF UNITS
- \* 34 ADJUSTABLE STAINLESS STEEL 4-TIER WIRE RACK
- \* 35 MOBILE STAINLESS STEEL 4-TIER SHELF UNIT
- \* 36 2 X CANTEEN TRAY TROLLEYS
- \* 37 CAMBRO UPC 800 FOOD PAN CARRIER

- \* 38 5 X WHITE ACRYLIC MOBILE BINS
- \* 39 STAINLESS STEEL 3-TIER TROLLEY AND 3 X OTHER TROLLEYS
- \* 40 2 X CAMBRO 3-TIER TROLLEYS
- \* 41 2 X CIDELCEM STAINLESS STEEL 240KG PLATE TROLLEYS
- \* 42 2 X STAINLESS STEEL PLATE TROLLEYS
- \* 43 4 X APS CEREAL DISPENSING JARS
- \* 44 FOSTER SUPRA MODEL GSC ½ H-DOOR STAINLESS STEEL BENCH FRIDGE, S/N E437504
- \* 45 LOCKHART MODEL 420-EGBL COMMERCIAL STAINLESS STEEL CONVEYOR TOASTER, 240V, S/N DU0000682
- \* 46 DITO-SAMA TRS COMMERCIAL STAINLESS STEEL FOOD PROCESSOR, 240V, S/N 15161 0212 016
- \* 47 MOBILE STAINLESS STEEL SINGLE DEEP BOWL SINK UNIT
- \* 48 FALCON GAS FIRED GRIDDLE MOUNTED ON A MOBILE STAINLESS STEEL STAND
- \* 49 STAINLESS STEEL WARMING CABINET WITH HEATED OVERSHELF, 240V
- \* 50 STAINLESS STEEL SINGLE DEEP BOWL SINK UNIT WITH UNDERTIER AND SPLASHBACK
- \* 51 MOBILE STAINLESS STEEL CABINET WITH DOUBLE SLIDING DOORS AND SPLASHBACK
- \* 52 PITCO FRIALATOR MODEL BF14SS-O TWIN TANK 4-BASKET DEEP FAT FRYER, 415V, S/N F97KDD3890
- \* 53 LINCAT SINGLE TANK 2-BASKET DEEP FAT FRYER, 415V
- \* 54 FALCON GAS FIRED GRIDDLE WITH UNDERTIER
- \* 55 FALCON CHIEFTAIN COMMERCIAL GAS FIRED OVEN WITH 4-BURNER HOB
- \* 56 FALCON CHIEFTAIN COMMERCIAL GAS FIRED OVEN WITH 4-BURNER HOB
- \* 57 FALCON CHIEFTAIN COMMERCIAL GAS FIRED OVEN WITH 4-BURNER HOB
- \* 58 FALCON 80 COMMERCIAL STAINLESS STEEL CONVECTION OVEN, 415V C/W STAND
- \* 59 FALCON DOMINATOR MODEL G2994 COMMERCIAL BRATT PAN, 240V/GAS FIRED, S/N F455885
- \* 60 2 X SMALL MOBILE STAINLESS STEEL PREP TABLES, 650MM X 600MM AND 770MM X 500MM

- \* 61 2 X SMALL MOBILE STAINLESS STEEL PREP TABLES, 650MM X 600MM
- \* 62 2 X SMALL MOBILE STAINLESS STEEL PREP TABLES, 770MM X 500MM
- \* 63 MOBILE STAINLESS STEEL SINGLE DEEP BOWL SINK UNIT WITH INTERGRATED 3-DRAWER TRAY UNIT
- \* 64 MANITOWOC QM20A ICE MAKER, 240V, S/N 010350247
- \* 65 FOSTER GASTRONORM SUPRA MODEL GSC ½ H DOOR STAINLESS STEEL BENCH FRIDGE, 240V, S/N E437503
- \* 66 LOCKHART ARTICA COMMERCIAL STAINLESS STEEL UNDERCOUNTER FRIDGE
- \* 67 FOSTER GASTRONORM SUPRA MODEL GSC 1/3 H DOOR STAINLESS STEEL BENCH FRIDGE, 240V, S/N E435101
- \* 68 MOBILE STAINLESS STEEL PREP TABLE WITH ANGLED LEFT HAND CORNER AND SPLASHBACK
- \* 69 STAINLESS STEEL PREP TABLE 2000MM X 850MM
- \* 70 VICTOR MODEL MPN20000 MOBILE TWIN HOT PLATE, 240V, S/N 30739
- \* 71 FALCON COMMERCIAL GAS OVEN WITH 6-BURNER HOB
- \* 72 PITCO FRIALATOR TYPE 14 SINGLE TANK/TWIN BASKET GAS FIRED DEEP FAT FRYER, S/N G98CA04905
- \* 73 STAINLESS STEEL PREP TABLE 1500MM X 650MM, WITH UNDERTIER
- \* 74 FOSTER GASTRONORM SUPRA TYPE GSC 1/3 H DOOR STAINLESS STEEL BENCH FRIDGE, 240V, S/N E433994
- \* 75 MODEL EFP160011 COMMERCIAL STEEL CHEST FREEZER WITH SLIDING DOORS TO 3 COMPARTMENTS, 220V
- \* 76 MOFFAT TYPE MH9 MOBILE HEATED CABINET, 240V
- \* 77 LEC TYPE BCH6015V COMMERCIAL UNDERCOUNTER DISPLAY FRIDGE, 240V
- \* 78 SCANFROST MODEL CBH601SV COMMERCIAL UNDERCOUNTER DISPLAY FRIDGE, 240V
- \* 79 LOCKHART ARTICA TALL UPRIGHT DISPLAY FRIDGE, 240V
- \* 80 IARP MODEL ABX500N COMMERCIAL STAINLESS STEEL UPRIGHT FRIDGE
- \* 81 MOBILE STAINLESS STEEL SINGLE DEEP BOWL SINK WITH INTERGRATED 3-DRAWER TRAY UNIT

- \* 82 2 X MOBILE STAINLESS STEEL PREP TABLES, 680MM X 400MM EACH WITH SPLASHBACK
- \* 83 MOBILE STAINLESS STEEL PREP TABLE/CABINET WITH 6 X DRAWERS/TRAYS AND DOUBLE DOOR CUPBOARD AND SPLASHBACK, 1800MM X 680MM
- \* 84 STAINLESS STEEL CUPBOARD WITH DOUBLE SLIDING DOORS
- \* 85 STAINLESS STEEL CUPBOARD WITH DOUBLE SLIDING DOORS
- \* 86 STAINLESS STEEL CUPBOARD WITH DOUBLE SLIDING DOORS
- \* 87 STAINLESS STEEL CUPBOARD WITH DOUBLE SLIDING DOORS
- \* 88 FOSTER GASTRONORM SUPRA MODEL GSH 1/3 H DOOR STAINLESS STEEL BENCH FRIDGE, 240V S/N E435102
- \* 89 VICTOR MODEL KSSTQ22ZQ (S) WARMING CUPBOARD/PREP TABLE WITH HEATED GANTRY, 240V, S/N 6518204071
- \* 90 LINCAT HOT WATER URN, 240V
- \* 91 2 X MOBILE STAINLESS STEEL PREP TABLES, 770MM X 500MM AND 700MM X 500MM
- \* 92 HEATRAE MODEL 483 WALL MOUNTING COMMERCIAL GRILL, 240V, S/N L17084
- \* 93 LIGHT WOOD EFFECT CUTLERY SERVING COUNTER WITH MOTTLED RED MARBLE TOP AND 8 X STAINLESS STEEL LIFT-OUT TRAYS
- \* 94 POT BOY STAINLESS STEEL 240V POWERED SCRUBBER
- \* 95 MOBILE STAINLESS STEEL PREP TABLE, 2000MM X 850MM
- \* 96 2 X SETS OF STAINLESS STEEL SHELVES
- \* 97 3 X CRAVEN MOBILE STAINLESS STEEL 4-TIER SHELF UNITS
- \* 98 STAINLESS STEEL 4-TIER SHELF UNIT AND SMALL PREP TABLE WITH SPLASHBACK AND UNDERTIER
- \* 99 3 X ADJUSTABLE WIRE RACKS
- \* 100 3 X MOBILE STAINLESS STEEL PREP TABLES, 2 X 770MM X 500MM AND 1 X 700MM X 500MM
- \* 101 MOBILE STAINLESS STEEL PREP TABLE WITH SPLASHBACK, 1600MM X 700MM
- \* 102 ROBOT COUPE MODEL L2 240V COMMERCIAL FOOD PROCESSOR
- \* 103 OTIS SPUNKMEYER 240V COMMERCIAL COOKIE OVEN

- \* 104 SAMSUNG/NOVITA MODEL SJ-420S ELECTRIC RICE COOKER
- \* 105 LOCKHART MODEL HE5019 240V SOUP KETTLE
- \* 106 JOMACK 240V HOT WATER URN
- \* 107 LOCKHART/HENDI RIVIERA 240V COMMERCIAL FOUR POT BAIN MARIE
- \* 108 PRIMEWARE CERAMICS LTD MODEL GN 1/1E 240V HOT TOP
- \* 109 PRIMEWARE CERAMICS LTD MODEL GN 1/1E 240V HOT TOP
- \* 110 VICTOR COMMERCIAL STAINLESS STEEL HEATED MEAT STAND
- \* 111 ASSORTED WOODEN CHOPPING BOARDS, IRON PIZZA DISHES AND BEEM MULTIFUNKTION PAN
- \* 112 STAINLESS STEEL 3-TIER TROLLEY AND ASSORTED PANS AND COOKING POTS
- \* 113 MOBILE STAINLESS STEEL PREP TABLE WITH SPLASHBACK AND UNDERTIER 1200MM X 630MM
- \* 114 MOBILE STAINLESS STEEL 4-TIER SHELF UNIT AND STAINLESS STEEL TOPPED PREP TABLE WITH UNDERTIER AND CAN OPENER
- \* 115 COUNTERLINE 240V STAINLESS STEEL AND GLASS TEMPERATURE CONTROLLED COUNTER TOP DISPLAY UNIT
- \* 116 QTY OF WHITE CERAMIC CROCKERY
- \* 117 QTY OF ASSORTED COMMERCIAL KITCHEN UTENSILS AND MIXER ATTACHMENTS
- \* 118 LARGE QTY OF ASSORTED COOKING POTS, BAKING TRAYS ETC
- \* 119 QTY OF COMMERCIAL BAKING TRAYS
- \* 120 QTY OF ASSORTED BAKING TRAYS AND PANS
- \* 121 QTY OF ASSORTED STAINLESS STEEL POTS, PANS, TRAYS ETC
- \* 122 QTY OF ASSORTED STAINLESS STEEL POTS, PANS, TRAYS ETC
- \* 123 QTY OF WIRE KITCHEN RACKS AND STEEL PANS
- \* 124 QTY OF ASSORTED PLASTIC STORAGE TUBS AND TRAYS
- \* 125 QTY OF JUDGE CATERING STAINLESS STEEL PANS
- \* 126 QTY OF ASSORTED BAKING TRAYS AND OVAL SERVING DISHES

- \* 127 QTY OF WHITE CERAMIC PLATES AND DISHES
- \* 128 QTY OF STAINLESS STEEL COOKING TRAYS
- \* 129 ASSORTED LARGE STAINLESS STEEL COOKING POTS
- \* 130 ASSORTED LARGE STAINLESS STEEL COOKING POTS
- \* 131 ASSORTED STEEL COOKING POTS, PANS ETC
- \* 132 ASSORTED STEEL COOKING POTS, BOWLS ETC
- \* 133 QTY OF LARGE STEEL CULLENDERS
- \* 134 INSECT-O-CUTOR 240V INSECT KILLER
- \* 135 INSECT-O-CUTOR 240V INSECT KILLER

- \* 136 INSECT-O-CUTOR 240V INSECT KILLER
- \* 137 INSECT-O-CUTOR 240V INSECT KILLER
- \* 138 INSECT-O-CUTOR 240V INSECT KILLER
- \* 139 INSECT-O-CUTOR 240V INSECT KILLER
- \* 140 2 X CAMBRO 3-TIER TROLLEYS AND RUBBERMAID 3-TIER TROLLEY
- \* 141 BRABANTIA TWO TREAD STEPS AND ANOTHER
- \* 142 RUBBERMAID PEDAL BIN AND 6 X CUP BINS

# CONDITIONS OF SALE FOR ONLINE AUCTIONS

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

FYREBRAND LIMITED T/A CJM ASSET MANAGEMENT

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