

Instructed by Arndale Properties Limited

FOR SALE BY TENDER

THE CONTENTS OF A MAJOR DISTRIBUTION CENTRE

AT

250 BRANSFORD ROAD, WORCESTER, WR99 1AA

VIEWING STRICTLY BY APPOINTMENT ONLY

TUESDAY 1ST APRIL 2008 FROM 10AM TO 4PM

TENDERS CLOSE

12 NOON FRIDAY 4TH APRIL 2008

BUYERS PREMIUM 12.5% + VAT

SELLING AGENTS

CJM ASSET MANAGEMENT

International Asset Valuers, Auctioneers & Business Consultants

DUCHESS HOUSE, QUEENSWAY COURT,

SCUNTHORPE DN16 1AD

TEL. +44 (0) 1724 334411, FAX. +44 (0) 1724 334422

E-Mail. sales@cjmasset.com

SALE NOTES

VIEWING

The lots may be viewed at 250 Bransford Road, Worcester, WR99 1AA by appointment only between 10am and 4pm

LOCATION

Buyers from away should leave the M5 at Junction 7 then take the A44 towards Worcester town centre. After a few hundred metres you will arrive at a roundabout at which you need to take the first exit onto the A4440. Proceed along this road until you get to the fourth roundabout at which you need to take the third exit onto the B4485 (Bransford Road) and the site is located approx 1/4 of a mile on your left. Signs will be erected on the viewing day.

N.B. The Selling Agents 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 tender, inspection, purchase, collection or any other business. CHILDREN UNDER THE AGE OF 16 ARE STRICTLY NOT ALLOWED ON THE SALE PREMISES).

SUBMISSION OF TENDERS

Tenders should be submitted on the enclosed form and sent to CJM Asset Management together with a cheque for 10 per cent of the total tender price made payable to "CJM Clients Account". Alternatively you may transfer the money into our clients account by 'Swift' 'BACS' or 'CHAPS'. Details of our Clients account are noted below and on the Tender Form. A third alternative is to call our office on +44 (0) 1724 334411 and pay the 10% by debit card.

Successful bidders will receive an invoice for the balance of purchase monies. Unsuccessful bidders will have their monies returned to them. **If a bid for any lot is dependent upon acceptance of an offer for another lot this should be made clear on the Tender Form. If you wish to make a single offer for a parcel of lots again, please make this clear on the Tender Form.** Whilst it is anticipated that the highest offer will be accepted in respect of each lot, the Vendor reserves the right to refuse the highest or any offer without giving reasons. To avoid duplication of bids it is recommended that offers are made for an uneven sum of money.

TENDERS CLOSE

12 Noon on Friday 4th April 2008

CONDITIONS OF SALE

All lots are offered subject to the Conditions of Sale as printed in this catalogue. Please note that all lots are offered as seen and no warranty as to condition or quality of any lot is given or implied. Prospective buyers must rely entirely upon their own inspection of the lots.

BUYERS PREMIUM

THE PURCHASER WILL PAY 12.5 PER CENT BUYERS PREMIUM OVER AND ABOVE THE TENDER PRICE.

VALUE ADDED TAX

VAT will be charged at the standard rate on the hammer price of all lots and on the Buyers Premium.

Purchasers from overseas should note that the VAT on the Buyers Premium is not recoverable.

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 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.

PAYMENT

The balance outstanding must be paid in full prior to removal of the goods. Cheques should be made payable to "CJM Asset Management Clients Account". Alternatively payment can be accepted by Mastercard/Visa subject to a 3 per cent surcharge or Switch/Delta subject to a 50 pence Administration Fee. Purchasers wishing to pay by CHAPS may do so directly into our Clients Account, details of which are set out below :-

Account Name: Fyrebrand Ltd t/a CJM Asset Management, Account No: 36292591, Sort Code: 544126, Natwest, 119 High Street, Scunthorpe DN15 6LY. IBAN No: GB81 NWBK 5441 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 £9,000 (€15,000). We apologise for any inconvenience this may cause. Payments by means other than cash are unaffected

REMOVAL OF ITEMS

All Lots are sold 'as is where is' with the successful bidder responsible for dismantling and removal. CJM Asset Management will be responsible for depowering machinery from mains supplies. In order to comply with Health & Safety Regulations and avoid any damage to the factory premises, a Risk Assessment and Method Statement together with a copy of the buyers Public Liability Insurance will need to be supplied and approved prior to any major dismantling or removal taking place. We may be able to assist in this regard and can supply details of suitably qualified dismantling and removal contractors. Please address all enquiries to our Auctions Manager, Alan Maddison on 07810 552074 or email alan.maddison@cjmasset.com. All removals must be completed by Friday 30 April 2008 failing which a charge of £100 + VAT per lot per day will be applied.

FURTHER INFORMATION

Contact Alan Maddison on 07810 552074 or Edward Denniss on 07876 682341 or email sales@cjmasset.com, CJM Asset Management, Duchess House, Queensway Court, Scunthorpe, North Lincolnshire, DN16 1AD, Tel +44 (0)1724 334411, Fax +44 (0)1724 334422.

- 1 DORMAN/MIE 1000KVA V12 DIESEL GENERATOR WITH 124 REC HOURS/214 REC HOURS ON ENGINE C/W FUEL TANK AND ACOUSTIC CABINET (26' X 10').
SPECIFICATION DETAILS:
MODEL: MD10003/50;
RPM: 1500;
HP: 1135;
GENERATOR ECC;
S/NO: 25680/1;
TYPE: BRFL 450/43;
RATING CONT.;
PF: 0.8;
3 PHASE;
415 VOLTS;
1391 AMPS;
PLANT NUMBER: 3474;
- 2 ROLLS ROYCE/PETBOW 500KVA V8 DIESEL GENERATOR C/W FUEL TANK AND ACOUSTIC CABINET (26' X 10').
SPECIFICATION DETAILS:
TYPE: S400RA70;
S/NO: 29654;
CURRENT: AC;
VOLTS: 415;
RATING: CONT 24HR - INT: 1HR;
EXCITATION SELF;
3 PHASE;
RPM: 1500;
PF: 0.8;
CYCLES: 50;
AMPS: 695, 764;
ELECTRIC START;
COVENTRY RADIATOR;
ENGINE SERIES: DV8TCA; MODEL: D7609-2; BL NO: 592
- 3 FORD 40KVA 4 CYLINDER SKID MOUNTED DIESEL GENERATOR.
SPECIFICATION DETAILS:
MODEL: 2712E;
CAPACITY: 254-CI;
FUEL SYSTEM: AB;
RPM: 1500;
LATE S/NO: 5.865620;
S/NO: 1860;
KVA: 40;
AMPS: 52;
HZ: 50;
PF: 0.8;
VOLTS: 415;
PHASE: 3;
RATING CONT
- 4 SPP END - SUCTION SKID MOUNTED FIRE
- PUMP POWERED BY STRAIGHT 6 DIESEL ENGINE WITH 415 REC HOURS. CURRENT OPERATION WITHIN HAZARD GROUP EXTRA HIGH; 7.5 BARS; PUMP S/NO 8/513044A; PANEL S/NO16381-13
- 5 END - SUCTION FIRE PUMP WITH NEWMAY 110KW ELECTRIC MOTOR.
RPM: 2960;
VOLTS: 415;
PHASE: 3;
HZ: 50;
AMPS: 179;
RATING: MCR;
INS CLASS: F80K
- 6 1995 BOSS DAMBACH TYPE MONO MOBAK Z5K RAIL-GUIDED STACKER CRANE.
LOAD CAPACITY: 1500KG;
CRANE GROSS WEIGHT: 13800KG;
STROKE HEIGHT: 20.8M;
TRAVEL SPEED? 24M/MIN;
NUMBER 25
- 7 1995 BOSS DAMBACH TYPE MONO MOBAK Z5K RAIL-GUIDED STACKER CRANE.
LOAD CAPACITY: 1500KG;
CRANE GROSS WEIGHT: 13800KG;
STROKE HEIGHT: 20.8M;
TRAVEL SPEED? 24M/MIN;
NUMBER 26
- 8 1995 BOSS DAMBACH TYPE MONO MOBAK Z5K RAIL-GUIDED STACKER CRANE.
LOAD CAPACITY: 1500KG;
CRANE GROSS WEIGHT: 13800KG;
STROKE HEIGHT: 20.8M;
TRAVEL SPEED? 24M/MIN;
NUMBER 27
- 9 1995 BOSS DAMBACH TYPE MONO MOBAK Z5K RAIL-GUIDED STACKER CRANE.
LOAD CAPACITY: 1500KG;
CRANE GROSS WEIGHT: 13800KG;
STROKE HEIGHT: 20.8M;
TRAVEL SPEED? 24M/MIN;
NUMBER 28
- 10 1998 MANNESMANN DEMAG ORDER PICKING CRANE TYPE PECOMAT 500; SWL 2 X 100KG; MAX LIFT HEIGHT APPROX 12M

33	1998 MANNESMANN DEMAG ORDER PICKING CRANE TYPE PECOMAT 500; SWL 2 X 100KG; MAX LIFT HEIGHT APPROX 12M	44	PALLET RACKING WITH 27 UPRIGHTS; APPROX 25M HIGH X 1300MM AND APPROX 2300 CROSSBEAMS 3000MM X 50MM X 25MM
34	LINK 51 PALLET RACKING WITH 32 UPRIGHTS; APPROX 25M HIGH X 1100MM AND APPROX 900 CROSS BEAMS 2300MM X 95MM X 50MM	45	PALLET RACKING WITH 27 UPRIGHTS; APPROX 25M HIGH X 1300MM AND APPROX 2300 CROSSBEAMS 3000MM X 50MM X 25MM
35	LINK 51 PALLET RACKING WITH 32 UPRIGHTS; APPROX 25M HIGH X 1100MM AND APPROX 900 CROSS BEAMS 2300MM X 95MM X 50MM	46	PALLET RACKING WITH 27 UPRIGHTS; APPROX 25M HIGH X 1300MM AND APPROX 2300 CROSSBEAMS 3000MM X 50MM X 25MM
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37	LINK 51 PALLET RACKING WITH 25 UPRIGHTS; APPROX 25M HIGH X 1300MM AND APPROX 2150 CROSS BEAMS 3000MM X 50MM X 50MM	48	PALLET RACKING WITH 27 UPRIGHTS; APPROX 25M HIGH X 650MM AND APPROX 2300 CROSSBEAMS 3000MM X 50MM X 25MM
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- 55 MODERN PARCEL SORTING SYSTEM
INSTALLED IN 1995 BY CML AT A COST OF
£4 MILLION COMPRISING; 4 POWERED
RUBBER BELT FEED CONVEYORS,
OVERHEAD BAG CAROUSEL WITH 126
SUSPENDED BAG CARRIERS, ALLEN
BRADLEY PANEL VIEW 600 PLC CONTROL
- 56 POWERED ROLLER CONVEYOR; OVER 300
METRES OF LATE MODEL FENEMAC
POWERED ROLLER CONVEYOR - VARIOUS
SIZES - SUSPENDED AND FLOOR
MOUNTED
- 57 COMMERCIAL KITCHEN EQUIPMENT
INCLUDING: 2 X FALCON ELEC HOT
PLATES AND 2 HOBS; LINCAT 4 RING HOB
AND ELECTRIC OVEN; 2 DEEP FAT
FRYERS, GRILL; HOBART COUNTER TOP
MIXER
- 58 LAYCOCK 8 TON CAPACITY COMMERCIAL
VEHICLE LIFT AND JACKING BEAM

FORM OF TENDER

Arndale Properties Limited

TENDERS CLOSE 12 noon Friday 4th April 2008

I/We the undersigned, having inspected and satisfied ourselves as to the quality of the items listed, OFFER TO PURCHASE, in accordance with the Conditions of Sale for the sums as indicated, those goods detailed below. I/We understand that there will be Value Added Tax of 17.5% on the bid price together with a buyer's premium of 12.5% plus Value Added Tax to be added to any successful bids, and I/We undertake to pay any balance immediately upon receipt of invoice from CJM.

LOT NO. & BRIEF DESCRIPTION	OFFER PRICE – GBP

Please continue overleaf

I/We enclose our cheque value £..... payable to 'CJM Clients Account' being 10 per cent of our offer.

OR. I/We confirm that we have paid the sum of £..... being 10% of our offer into the account detailed below:-

SIGNED	
COMPANY NAME	
CONTACT	
ADDRESS	
TEL/ MOBILE	
EMAIL/ FAX	

Please return this form to:

CJM ASSET MANAGEMENT
Duchess House, Queensway Court
SCUNTHORPE, DN16 1AD
Tel: +44 (0) 1724 334411
Fax: +44 (0) 1724 334422
Email@ sales@cjmasset.com

BANK DETAILS

Acc Name: Fyrebrand Ltd T/As CJM Asset Management Clients Account
Bank: Natwest
Sort Code: 54 41 26
Account Number: 36292591
IBAN No: GB81NWBK54412636292591

Marking the envelope Arndale Properties Limited to arrive no later than 12 Noon Friday 4th April 2008

GENERAL CONDITIONS OF SALE FOR LIVE AUCTION SALES AND TENDER SALES

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 duly signed by the parties concerned.
2. The Buyer shall pay 14.69 per cent Buyers Premium (including 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 alone.
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 lot is knocked down. 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 at the site of the auction to determine all matters whatsoever concerning the conduct and/or effect or 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. The Buyer must forthwith identify himself and any principal or employer, together with appropriate means of identification to the Auctioneer, his servants or agents and if required to do so must pay 25 per cent of the sale price forthwith by way of deposit. The total sale price, less any such sum, must be paid to the Auctioneer at his office or elsewhere as he may direct. 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 sale notes or in default of the specification by 5 o'clock pm on the day of the auction or on the next complete working day (excluding Saturdays). 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 5 per cent above Base Rate from time to time and to charge for storage arising after the time for removal at the rate of £10 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 of 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 of removal, which shall be either the time for payment or the time stated in any sale notes of the Auctioneer, whichever shall be the later, but provided that no lot shall be removed without the Auctioneer's express written consent whilst 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. 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 Bidders' 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 & 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. 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 statement 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 statutory modification thereof.
- 10iii. Furniture and 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 or invoice therefore and payment shall be made forthwith, time being of the essence.
13. If before title of any lot has been 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 11th April 1980 shall be excluded.