

By Order the Administrator of EW Rayment and Company Limited

we offer for sale by

ONLINE AUCTION

MOTOR VEHICLES, SITE CONTAINERS and Various Builders Sundries

on view

Thursday 13 December 2012, 11am - 4pm

at

Woodland Works, Potten End, Berkhamsted HP4 2SJ

Bidding closes: from 3pm Friday 14 December 2012

(The bidding close time of a lot will extend by 10 minutes each time a bid is placed)

At the end of the sale the final bid figures will be submitted to our client for approval.

The Seller or the Selling Agent may refuse to accept any offer and shall not be obliged to accept the highest offer.

We will contact the successful bidder and then forward an invoice for payment.

Subject to the Conditions of Sale printed overleaf, with reference to which Condition 9 - Buyer's Duties:

- (i) The Buyer shall pay the full Purchase price by 5pm on the working day following acceptance of offer
- (ii) The Buyer shall on proof of payment clear the lot(s) purchased by him/her by appointment and by 4pm Friday 21 December 2012.

Notwithstanding these Conditions, please note:

- **BUYER'S PREMIUM:** The Buyer shall pay a 15% premium on the purchase price of each lot.
- **VALUE ADDED TAX:** All lots are subject to VAT at the current rate, unless stated otherwise. VAT will therefore be added to the total, including the Buyer's Premium of each buyer's account.
- **HEALTH & SAFETY:** Buyers may be required to provide a "Method Statement" and/or "Risk Assessment" for approval by the Seller or Agent prior to the removal of certain lots.
- **INSURANCE:** From acceptance of the offer, the risk for each lot passes to the successful bidder, who is urged to effect appropriate insurance cover.
- **PAYMENTS:** To be made, inter-bank, by way of CHAPS or faster same day payments. Credit and debit card payments also accepted up to £5,000 (Credit cards will attract a 3% bank charge). Other instruments of payment may be acceptable but no goods can be released until the drawer's bankers have confirmed that the instrument in question is cleared funds.
- **BANKING DETAILS:** Marriott & Co - Client Account - No. 90349687,
National Westminster Bank plc, 39 The Borough, Farnham, GU9 7NP
(Tel. 01252 710 708) - Sort Code 60 08 15.

Marriott & Co.

Machinery and Business Assets Valuers

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CONDITIONS OF SALE BY ONLINE AUCTION

'Online' sales use the internet, licenced software and a remote server over which Marriott & Co. has no control. Marriott & Co. accept no responsibility whatsoever for any bids placed

1. Conditions of Sale and Definitions

These conditions of sale together with the information printed on the cover of this catalogue are the only terms and conditions by which the Selling Agent will sell lots to a Buyer.

In these conditions, references to :

- The "Sale" means the process by which the Selling Agent offers the lots listed in the catalogue for sale by "online auction" or "online tender" by way of the Selling Agent's website, which sale may be completed by the Selling Agent in accordance with Condition 4 below;
- The "Selling Agent" means Marriott Valuers Limited trading as Marriott & Co. or any employee thereof at the time of sale;
- The "Buyer" shall have the meaning ascribed to it in Condition 4 below and the "Buyers" shall be deemed to be principals (for the purpose of these conditions), unless to the knowledge of the Selling Agent they are acting as agents on behalf of a named principal;
- The "Seller" means the person owning or having the right to sell the lot;
- The Interpretation Act 1978 applies to the terms and expressions used in these conditions as if contained in the statute, and these conditions shall be governed by English Law.

2. The Condition of Goods

Whilst every care has been taken in the preparation of any advertisement, brochure, catalogue and other publication, descriptions are necessarily statements of opinion and must not be relied upon as statements of fact. Neither the Seller nor the Selling Agent is responsible for the correctness of any description of any lot.

The Selling Agent sells as agent for the Seller (unless otherwise specifically declared). The Selling Agent is not in a position to know the history or assess the quality of the lots. Lots sold are likely to have been subject to wear and tear caused by use or the effects of age and may have faults and imperfections. Buyers are given opportunities at the viewing times to examine lots and will be assumed to have done so. They must rely solely on their own skill or judgement as to whether lots are fit for any particular purpose and whether they comply with the catalogue description. This sale by online auction or tender is not a consumer sale.

3. Personal Risk and Damage to Property

Every person on the premises where the lots are being exhibited or sold before, during or after the sale are:

- Deemed to be there at their own risk and neither the Seller nor the Selling Agent shall be liable for any loss, accident or injury sustained howsoever caused; and
- Responsible for any damage they, their carriers or other agents may cause to any lot, to the premises or any other property.

4. Bidding and Ascertainment of the Buyer

In order to place a bid at our online auction or tender sales, the Buyer must have registered on the Selling Agent's website and will have acknowledged that any bid made is subject to these Conditions of Sale.

All bids made shall therefore be treated as offers made upon these Conditions of Sale and the Buyer is bound by them. Subject to these conditions the Buyer shall be the party notified by the Selling Agent of the acceptance of that party's offer.

For the avoidance of doubt, by making a bid, the bidder agrees to purchase the lot in accordance with these Conditions of Sale. The Seller or the Selling Agent may refuse to accept any offer and shall not be obliged to accept the highest offer.

5. Selling Agent's Discretion

The Selling Agent has the right to:

- Refuse any bid;
- Advance the bidding as he may decide;
- Decide whether there has been a dispute as to the bidding and, if so, immediately to re-offer the lot in question;
- Divide, combine and to withdraw any lot;
- Exclude any party from the premises where the lots are being exhibited or sold, or block any party's bid.

6. Sellers' Rights

Lots offered for sale are subject to:

- Any reserve price placed by the Seller;
- The right of the Selling Agent to bid on behalf of the Seller;
- When no reserve price has been placed (but in no other case) the right of the Seller to bid personally or through any one agent.

7. Duties of Persons Present and Using the Auction/Tender Sale Website

All persons present at the premises or using the Auction/Tender Sale website agree to refrain from conduct which may cause a nuisance to others present or using the website, and to indemnify the Selling Agent against the consequences of any proceedings brought in respect of such conduct.

8. Buyer's Premium and Value Added Tax

The Buyer shall pay a 15 per cent premium on the purchase price of each lot sold (such premium to belong to the Selling Agent), together with Value Added Tax at the current rate on the purchase price of each lot (unless the lot is notified as not attracting Value Added Tax) and on the premium.

9. Duties of Buyer

Upon being notified, the Buyer shall:

- Supply, if so required, a Banker's reference unless prior arrangements have been made;
- Pay, if so required, a deposit of 25 per cent of the purchase price;
- Pay the purchase price together with the Selling Agent's premium plus any chargeable Value Added Tax by 5pm on the working day immediately following acceptance of the offer;
- In accordance with the Health & Safety at Work Regulations and Construction Design & Management Regulations, the Buyer may be required to provide a "Method Statement" and/or "risk assessment" for approval by the Seller and/or the Selling Agent prior to the removal of any lots. The Buyer is responsible for electrical disconnections which must be carried out by a suitably qualified electrician, and the Buyer is responsible for the removal of any fluids and/or waste in and around the lot(s) strictly in accordance with the Control of Substances Hazardous to Health Regulations. The Selling Agent reserves the right to withhold the lot(s), until a satisfactory removal method statement has been provided by the Buyer;

- On proof of payment and by appointment, remove the lot expeditiously and at the latest within five working days following acceptance of offer;
- Where lots are fixed to land and/or buildings, detach such lot safely and lawfully without the use of flame cutters explosives or any other dangerous equipment or processes (unless with previous written permission of the Selling Agent) and forthwith make good any damage to the land and/or buildings and the Buyer undertakes to indemnify the Selling Agent and (where appropriate) the Seller against any costs, damage, claims and demands arising upon such removal. The Selling Agent may require prior to removal a sum from the Buyer to cover the likely damage caused by such removal. The Selling Agent shall be entitled to exercise a lien on any lot purchased by the Buyer until all or any damage or loss has been paid in full.

10. Liability of the Selling Agent and Seller

- Lots are sold with all faults and defects and with all errors of description and neither the Seller nor the Selling Agent is responsible for any defects whatsoever. All implied conditions relating to description, fitness and quality are accordingly excluded;
- The Seller and the Selling Agent do not make or give, nor has any person in the employment of the Selling Agent any authority to make or give, any express representation or warranty with regard to any lot - except as provided by Condition 11 below.

11. Risk and Passing of Property

Subject to Condition 17 below, the Seller warrants to the Selling Agent and to the Buyer that the Seller is the true owner of the lot or is properly authorised to sell it. Each lot is at the sole risk of the Buyer from acceptance of the offer. Title shall not pass to the Buyer until payment has been made in full and until such time the Selling Agent shall have a lien on the lot.

12. Consumer Protection Act 1987

Lots sold are not supplied as new.

13. Default by the Purchaser

If the Buyer fails to comply with his duties, the Selling Agent shall have the right to:

- Resell the lots by Public Auction or otherwise without notice to the Buyer, and if any loss arises from such a resale after deducting the Selling Agent's full costs and expenses, the Buyer shall be responsible to the Selling Agent for that loss (any net surplus to be the Seller's); and
- Where a deposit is paid, to forfeit that deposit; and
- Charge interest on any unpaid balance at the rate of 2 per cent above base rate from time to time; and
- Charge for storage arising after the time for removal at the rate of 25 per cent per annum of the sale price and to release the lots in question to the Buyer only after payment in full of all storage and removal expenses incurred (as well as the full purchase price).

14. Agency and Commissions

The Selling Agent may execute commissions received on condition that the relevant lots have been viewed by the bidder.

15. Computer Software and Data

The sale of any computers specifically excludes any software and/or data that may be held on computer carrying media, and the Buyer undertakes to not use and to remove and/or re-licence any software and to not use and to remove all data within the meaning of the Data Protection Act 1998 from the computer carrying media. The Selling Agent reserves the right to retain the computers until the Buyer has complied with this condition.

16. Safety of Machinery and Vehicles

- Lots may not comply with the Health and Safety at Work Act 1974 or other relevant safety legislation; accordingly the Buyer undertakes to not use any lot purchased until satisfied that it complies with the relevant Acts and Regulations relating to such machines and equipment and to indemnify the Selling Agent against any failure to observe this undertaking;
- In the case of the sale of vehicles, no vehicle is warranted or held out to be roadworthy; the Buyer undertakes to ensure that no vehicle is used unless it complies with the Road Traffic Acts and other relevant legislation; the odometer reading of vehicles is not warranted;
- All goods sold are sold as used and are not supplied as new;
- This sale is subject to the Selling Agent being satisfied that all lots are safe, and the Buyer must allow access for a competent person nominated by the Selling Agent to inspect and carry out any necessary portable appliance tests (at the Seller's expense); any item failing a safety test will be excluded from the sale and scrapped.

17. Insolvency and Death

Where the Selling Agent conducts a sale on behalf of a Seller who is the Receiver, Administrator, Liquidator or Supervisor of a limited company, or Trustee in Bankruptcy or Supervisor of an individual:

- The Seller shall only act as an agent on behalf of the company, bankrupt or individual (as the case may be) and shall be under no personal liability whatsoever in respect of the contract for sale of any lot;
- The Seller and the Selling Agent on his behalf sell whatever right, title or interest the company or the bankrupt or the individual may have in the lot; no warranty is given or authorised to be given by the Seller nor the Selling Agent with regard to the Seller's title to any lot(s) sold; any claims with regard to retention of title or other claims to the lot(s) will be the responsibility of the Buyer without any recourse to the Seller or the Selling Agent; no adjustment will be made if it subsequently transpires that the lot(s) are subject to third party ownership;
- If before title to any lot has passed to the Buyer, being an individual, he dies or 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, an Administrator or a Supervisor appointed or goes into Liquidation or enters into an arrangement for the benefit of its creditors, then in all such cases the contract for sale for such lot may be, at the Selling Agent's discretion, rescinded without notice to the Buyer; upon rescission, any deposit paid by the Buyer shall be forfeited and the Selling Agent shall be entitled to exercise the rights set out in these conditions of sale on the basis of a deemed default by the Buyer.

Lot**Description**

1



A 2003 Ford Transit T200 Connect TDDi van, Registration no: MA03 GNJ, 76,000 miles approx. (not warranted) – MOT July 2013 and V5C available

2



A 2007 Peugeot Partner LX 800 HDI sign written van, Registration no: DY07 EFG, 68,950 miles (not warranted) – MOT November 2013 and V5C available

3



A 2003 Vauxhall Combo 1.7 DTi sign written van, Registration no: OE03 KCK, 132,473 miles (not warranted) – MOT July 2013 and V5C available

4



A 2009 Vauxhall Combo 1700 CDTi sign written van, Registration no: LT59 BFL, 39,536 miles (not warranted) – MOT September 2013 and V5C available

5



A 2005 Nissan Navara 2.5 Di Sport double cab sign written pick up, Registration no: AK05 BPX, 82,938 miles (not warranted) – MOT March 2013 and V5C available

6



A 2005 Isuzu NKR 3,500kg drop sided tipper, Registration no: WK05 AHU, 70,086 miles (not warranted) – MOT May 2013 and V5C available

7



A 2009 Vauxhall Vivaro 2900 CDTi sign written van, Registration no: KR09 AYC, 32,930 miles (not warranted) – MOT N/A, V5C available

Lot**Description**

8



A 2009 Mercedes Benz VITO 111 CDI sign written van, Registration no: OY09 ASO, 55,053 miles (not warranted) – MOT N/A,V5C available

9



A 2007 Land Rover Discovery 3 TD V6 XS Commercial, Registration no: KB07 SKZ, 160,000 miles approx. (not warranted), (*Advised oil leak and gear selection problem*) – *No docs available*

10



A Blue 20' steel container (used as tool store). The Buyer of this lot will be required to provide a "Removal Method Statement" and/or "Risk Assessment" for approval by the Seller or Agent prior to the removal of the lot

11



The contents of blue 20' steel container (used as tool store) including: various chain brooches, a quantity of assorted 110v electric lighting equipment, a Hitachi 110v heavy duty nibbler, a blow torch wand, a DeWalt nail gun, A Cinhell angle grinder, a DeWalt DW 390L 110v chain saw, Various chainsaw safety equipment, a wheel barrow, a Jetaire gas electric space heater, a Gazebo, a Nocchi sump pump, a small compressor, a quantity of air line and sundries, various empty power tool boxes, a 240v pedestal drill, and a petrol wacker plate (the purchaser of this lot will be required to sign an undertaking to ensure that the lot is electrically and operationally safe before using or allowing it to be used)

12

A quantity of HERAS fence panels and feet

13



Four pairs of assorted steel temporary site gates

14

A quantity of steel trestles, acro props and warning signs

15



A Terex Benford diesel mixer, (the purchaser of this lot will be required to sign an undertaking to ensure that the lot is safe before using or allowing it to be used)

Lot**Description**

16



A Terex Benford diesel mixer, (the purchaser of this lot will be required to sign an undertaking to ensure that the lot is safe before using or allowing it to be used)

17

Two Blue 20' approx. steel site containers. The Buyer of this lot will be required to provide a "Removal Method Statement" and/or "Risk Assessment" for approval by the Seller or Agent prior to the removal of the lot

18



An Elliott 15' approx. portable building, serial no: JP 16818944. **LOCKED AND NO KEY AVAILABLE** The Buyer of this lot will be required to provide a "Removal Method Statement" and/or "Risk Assessment" for approval by the Seller or Agent prior to the removal of the lot

19



A Blue 8'x10' approx. steel site container (lock damaged and no internal access currently available). The Buyer of this lot will be required to provide a "Removal Method Statement" and/or "Risk Assessment" for approval by the Seller or Agent prior to the removal of the lot

20



A Galvanised steel 8'x10' approx. demountable site container. The Buyer of this lot will be required to provide a "Removal Method Statement" and/or "Risk Assessment" for approval by the Seller or Agent prior to the removal of the lot

21



A Profile PTH-10 theodolite in case with Tripod and Staff

END OF SALE

FOR THE CONVENIENCE OF BUYERS UNABLE TO PROCESS ONLINE BIDS

The Selling Agent has the Seller's consent to receive and execute commissions to bid on behalf of Bidders unable to process online bids, although all Bidders must, of course, have viewed the lot(s). **The form must be completed and returned to Marriott & Co. by 12 Noon Friday 14 December 2012.**

To: Marriott & Co., 19 East Street, Farnham, Surrey, GU9 7SD Fax: 01252 737 613

Re: EW Rayment & Company Limited (In Administration)

Please bid on my/our behalf the following lot(s) at this online sale, which I/we have viewed, to the limit of bid hereunder to which 15% Buyer's Premium and 20%VAT will be added; I/we agree to be bound by the Conditions of Sale printed in the catalogue.

Lot No.	Limit of Bid	Lot No.	Limit of Bid

Signed.....Name.....Date.....

Company.....

Address.....

.....

Telephone.....Facsimile.....Mobile.....

Email.....