

BY ORDER OF THE LIQUIDATOR OF
J. P. JOSLIN LIMITED

UNRESERVED ONLINE AUCTION SALE CATALOGUE

Landscape Gardening Contractor's Plant Machinery, Motor Vehicles and Stocks

LOCATION: Hill Street, Chasetown, Burntwood, Staffordshire, WS7 3XL

VIEWING: Thursday 13th December 2018 (9.30 am – 4.30 pm)

ONLINE BIDDING OPENS: Thursday 13th December 2018 (9.30 am)

CLOSES: Friday 14th December 2018 (11.00 am)



Deeley Matthews

for more details, or to download a sales catalogue, visit:

www.deeleymatthews.co.uk

0121 212 9531

BidSpotter.co.uk

**DEELEY
MATTHEWS**
Asset Appraisal

Important Information

REGISTRATION

- Prospective buyers must complete the registration form and exchange it for an Auction registration number prior to the auction. A requirement of such registration will be ID verification (e.g.: passport, driver's licence).
- Purchasers who wish to export goods must declare their intention at the point of registration. A VAT deposit equal to the amount payable will be taken and held by Deeley Matthews until satisfactory proof of export is received.
- The Registration Form that you sign on the day of the auction adheres you to all the terms and conditions set out in this catalogue.
- All purchases that you make are subject to a 15% buyer's premium.

PAYMENT TERMS

- On the fall of the hammer successful purchasers will be required to pay a deposit of 10% of the purchase price.
- **Goods must be paid for by: 4.00 pm, Monday 17th December 2018.**
- Should payment not be received within the required timescale Deeley Matthews reserve the right to retain the deposit.
- Payment will be accepted by:
 - ◆ Cash, up to the amount of £9,000.
 - ◆ Telegraphic transfer to the following account:
HSBC, 120 High Street, Brierley Hill, West Midlands DY5 3BD
Account No: 51758500
Sort Code: 40-13-29
Account Name: JTD Asset Solutions Ltd Trading As
Deeley Matthews Client Account
 - ◆ Bankers draft.
 - ◆ Cheque supported by banker's letter/reference stating that funds are available/the bank will honour the cheque up to an agreed limit.
 - ◆ Cheques and bankers drafts must be made payable to "Deeley Matthews".
- **Clearance:**
All lots must be removed by: 4.00 pm, Tuesday 18th December 2018.
- Clearance of all lots must be undertaken paying due regard to current Health, Safety and Environmental regulations. The Health and Safety at Work Act 1974, construction Design and Management Regulations, the Working at height Regulations 2005, the Control of Asbestos at Work Regulations 2002.

- Buyers should be aware of the above and comply as appropriate. They should attend at the opening of the auction to hear the Auctioneers opening announcements, which may include amendments and additions to the Conditions of Sale.
- Unless specifically excluded, buyers lots will be required to make good holes or voids exposed by the removal of lots. Cladding removed from the building or any other demolition to aid removal of machinery or equipment that will have to be replaced, or made good, unless specified by the Auctioneer.

METHOD STATEMENTS AND RISK ASSESSMENT

- Where appropriate, the buyer will have to provide a Method Statement and Risk Assessment approved by Deeley Matthews together with proof of insurance, prior to any machinery or equipment being removed from the premises.
- Deeley Matthews also reserve the right to halt or suspend clearance if it feels it is being carried out in an unsafe manner or without an approved method statement or risk assessment.

DISCONNECTION FROM SERVICES

- Deeley Matthews will endeavour to have machinery disconnected from mains service. Where this has not been possible the following will apply:

Electricity

- Disconnection from mains supply is the responsibility of the Buyer and MUST be carried out by an approved electrician. All electrical machinery and equipment must be disconnected at the first point of isolation and left in a safe condition.
- Electrical cable is not included in the sale of any lots unless otherwise indicated.

Gas

- Disconnection from mains supply is the responsibility of the Buyer and MUST be carried out by a CORGI (or Country equivalent, if the sale is outside of the UK) registered gas engineer. All disconnections must conform to current regulations, capped and left in a safe condition.
- Pipe work must be disconnected as indicated, or as directed.

Waste and Fluids

- Any fluids or waste created by the removal, or that may be remaining in machinery or equipment, are the responsibility of the buyer and MUST be removed from the location strictly in accordance with the control of Substances Hazardous to Health Regulations 1999. Where appropriate a waste transfer/consignment note should be obtained and retained.

General Terms and Conditions of Sale

of JTD Asset Solutions Limited, trading as Deeley Matthews

Registered office: Pegasus House, Solihull Business Park, Solihull, West Midlands BS90 4GT, UK.

1. DEFINITIONS

In these Terms and Conditions of Sale, the following words will have the following meanings:

- (a) "The Agents" means JTD Asset Solutions Limited trading as Deeley Matthews or any Employee thereof at the time of Sale.
- (b) "The Auctioneers" means the person conducting the auction, Deeley Matthews or any Employee thereof at the time of Sale.
- (c) "The Purchaser" shall have the meaning ascribed to it in condition 4 below and Purchasers shall be deemed to be principals (for the purpose of these conditions) unless to the knowledge of the Agents and Auctioneers they are acting as agents on behalf of a named principal.
- (d) "The Vendor" means the person owning or having the right to sell the lot.

2. GENERAL CONDITIONS

- (a) The Agents/Auctioneers act only as agents for the Vendor (unless otherwise directly declared). Vendors are not paid until payment is received from the Purchaser. The Agents/Auctioneers are not necessarily in a position to know the history or assess the quality of lots sold on behalf of Vendors. Furthermore, lots sold are likely to have been subject to wear and tear caused by use or the effects of age and may therefore have faults and imperfections. Purchasers are given an opportunity at the viewing period to examine lots to be sold and will be assumed to have done so. Purchasers are deemed to have satisfied themselves as to the condition of any lots before bidding and lots are therefore sold with no guarantee or warranty being given or implied.
- (b) The Interpretation Act 1978 applies to the terms and expressions used in these Terms and Conditions of Sale as if contained in statute and these Terms and Conditions of Sale shall be governed by the law of England and Wales and subject to the jurisdiction of England and Wales.

3. THIRD PARTY LIABILITY

The Agents/Auctioneers will not be responsible for any injury, damage, or loss, howsoever caused to or sustained by any person on the Agents/Auctioneers' premises or any site where an auction is held unless the same shall be caused by the direct negligence of the Agents/Auctioneers, including the period(s) during which viewing and subsequent removal takes place.

4. OFFERS AND BIDS

All offers and bids made shall be treated as offers made upon these Terms and Conditions of Sale, and all persons present at the Auction and offerors acknowledge that their attention has been drawn to these Terms and Conditions of Sale and they are bound by them. Subject to these Terms and Conditions, the highest bidder/offeror shall be the Purchaser, subject to the approval of the bid by the vendor.

5. AUCTIONEERS' DISCRETION

The Auctioneers have the right to:

- (a) Refuse any bid.
- (b) Advance the bidding at their own discretion.
- (c) Decide whether there has been a dispute as to the bidding and, if so, immediately re-offer the lot in question.
- (d) Divide, combine, and withdraw any lots.
- (e) Exclude any person from the Auction process.

6. VENDORS RIGHTS

Lots offered for sale are subject to the following:

- (a) Any reserve price placed by the Vendor.
- (b) The right of the Auctioneers to bid on behalf of the Vendor.
- (c) When a reserve price has been placed (but in no other case) for the Vendor to bid personally or through any agent.
- (d) VAT at the applicable local rate if appropriate.

7. DUTIES OF PERSONS PRESENT AND PURCHASERS AND PAYMENT TERMS

- 7.1 All persons present at an auction sale and or taking part in an on-line auction agree to refrain from conduct which may cause a nuisance to others present
- 7.2 Upon the Auctioneer declaring any lot sold, the Purchaser shall immediately:
 - (a) Supply a Banker's reference unless prior arrangements have been made.
 - (b) Subject to vendor approval being obtained pay the full purchase price and the Auctioneers' premium, if any, plus any chargeable VAT, unless prior approval has been obtained from the Auctioneer to pay upon the fall of

the hammer a deposit of 10% of the purchase price and the Auctioneers' premium. Where a deposit has been approved by the Auctioneer, the balance must be paid in full by 4pm the following day.

- (c) On proof of payment in full, clear any lot expeditiously and at the latest by the date and times specified in clause 7.3.
- (d) Pay a premium at the rate specified (at 15% unless otherwise specified in the notice to bidders and conditions of auction) of the price realised for each lot, whether sold by auction or private treaty, plus VAT thereon (such premium to belong to the Auctioneers).
- (e) Should payment not be received within the timescales specified in clause 7 then the Auctioneer reserves the right to retain any deposit paid.
- 7.3 The time for complying with clause 7.2 above shall be the time specified in the Auction catalogue, or if no time specified there, 4pm on the next working day after the offer/bid was accepted, and in every case time shall be of the essence.
- 7.4 The Auctioneer may at any time in his sole discretion grant the Purchaser an extension of time for complying with clause 7.2 above, in which case the Purchaser shall pay to the Auctioneer in full before moving or removing the Lot interest on any unpaid sums at a rate of 4 per cent above Barclays Bank plc base rate in force from time to time.
- 7.5 Payment to be made in Sterling unless otherwise specified in the Auction Sale Catalogue.

Payment will be accepted by:

- (a) Cash up to an amount of £7,500.00.
- (b) Telegraphic transfer to the account specified in the Auction Catalogue.
- (c) Bankers draft.
- (d) Cheque supported by bankers letter or reference stating that funds are available and or the bank will honour the cheque up to an agreed limit.
- (e) A facility for credit or debit card payments is also available although is subject to a charge of 4% on the total amount debited to the card.

Cheques and bankers drafts must be made payable to Deeley Matthews.

In relation to goods sold that will be exported, a VAT deposit equal to the amount of applicable VAT payable will be taken and held by Deeley Matthews until satisfactory proof of export is received.

- 7.6 Until the Purchaser has complied with clause 7.2 above:
 - (a) Title to any Lot bought shall not pass to the Purchaser.
 - (b) The lot shall be at the Purchasers risk.
 - (c) The Auctioneer shall have a lien over any Lot bought by the Purchaser in the Auction.
 - (d) If the Purchaser effects or purports to effect a resale of any other disposition of all or part of the Lot, the Purchase shall hold proceeds of resale or other disposition on trust for the Auctioneer and the Seller.

8. LIABILITY OF THE AGENTS/AUCTIONEERS AND VENDORS

- (a) Lots are sold with all faults and defects and with all errors of description and neither Vendor nor the Agents/Auctioneers are responsible for any defects whatsoever. All implied conditions relating to description, fitness and quality are accordingly excluded;
- (b) Subject to (c) below, the Vendor and the Agents/Auctioneers do not make or give, nor has any person in the employment of the Agents/Auctioneers any authority to make or give, any express representation or warranty with regard to any lot except that the Vendor has the right to sell it.
- (c) Where a lot bears a specific catalogue description indicating quality (for example "good condition") this description shall be taken to be made on the authority of the Vendor alone and in case of dispute about such express description the Purchaser agrees to follow the procedure specified in condition 17 below and to be bound by the result thereof.
- (d) The Vendor indemnifies the Agents/Auctioneers that he has the right to sell any lot offered for sale by the Agents/Auctioneers on behalf of the Vendor.
- (e) It is hereby expressly agreed that the Vendors and Agents/Auctioneers shall have no personal liability hereunder or under any document executed pursuant hereto.

9. CATALOGUE DESCRIPTIONS

The Agents/Auctioneers undertake that care has been taken to see that the catalogue descriptions and advertisements are accurate and reliable, but these are necessarily statements of opinion and must not be relied upon as statements of fact. Subject to

condition 18 below, neither the Vendor nor the Agents/Auctioneers are responsible for errors of description, the genuineness, attribution or authenticity of any lot.

10. PROPERTY IN LOTS AND TRANSFER OF RISK

The Purchaser shall not become the owner of any lot and the Agents/Auctioneers shall not have any lien thereon, until the lot has been paid for in full, but nevertheless each lot is at the sole risk of the Purchaser from the fall of the hammer or upon receiving notification of successful bids.

11. DEFAULT BY THE PURCHASER

If the Purchaser fails to pay for or remove any lots purchased by him, or in any way fails to comply with these Terms and Conditions of Sale, the Agents/Auctioneers shall have the right to:

- (a) Sell the lots by Public Auction or otherwise without notice to the Purchaser, and if any loss arises from such a resale after deducting the Agents/Auctioneers' full costs and expenses, the Purchaser shall be responsible to the Agents/Auctioneers for that loss.
- (b) Where deposit is paid, to forfeit that deposit.
- (c) To charge interest on any unpaid balance at the rate of 4% above the base rate charged by Barclays Bank plc from time to time.
- (d) To charge for storage arising after the time for removal at the current rate and to release the lots in question to the Purchaser only after payment in full of all storage and removal expenses incurred (as well as the full purchase price).

12. TITLE

Title will not pass to the purchaser until the auctioneer as agent for the vendor has received payment in full.

13. AGENCY AND COMMISSIONS

The Agents/Auctioneers execute commissions received in writing up to one hour before the sale, on condition that the relevant lots have been viewed by the bidder. No responsibility is accepted relating to commissions given to staff other than the Agents/Auctioneers nominated individual.

14. SAFETY OF PLANT, MACHINERY AND VEHICLES

- (a) Purchasers are reminded that under current Health and Safety legislation affecting the sale and safe use of machinery, the Agents/Auctioneers will so far as is reasonably practical check that all lots sold comply with the provisions and duties of the Section 6 of the Health and Safety at Work Act 1974 and within the meaning of Section 53 of the Act. Accordingly the Purchaser undertakes not to use any lot purchased until satisfied that it complies with the relevant local Legislation and Regulations relating to such machines and implements and to indemnify the Agents/Auctioneers against any failure to observe this undertaking;
- (b) In the case of the sale of vehicles, 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. The Agents/Auctioneers have no authority to make representations and all vehicles are sold as scrap.
- (c) All goods sold are sold as used and are not supplied as new unless the catalogue description clearly states the contrary.

15. REMOVAL OF GOODS

- (a) The Purchaser is responsible for removing all goods purchased within the timeframe specified in clause 7.3 and undertakes to do so safely and lawfully in accordance with local Health and Safety legislation and regulations and having due regard for safe systems of work where the goods are to be removed from any site owned, occupied or operated by the Agents/Auctioneers.
- (b) Removal to be completed within two weeks after the date of purchase, and only once payment has been received, unless a different time is specified in the Auction / Sale catalogue.
- (c) The Purchaser is responsible to ensure any and all contractors, sub-contractors or employees are qualified and competent in the removal of any purchased items and will operate with due regard to risks inherent in the removal of any equipment. The Purchaser will be responsible for undertaking any assessment of risk, deemed appropriate in connection with the removal of any purchased goods and ensure that the suitable method statements are prepared addressing such risk. Moreover, such consideration will be required from any contractors or sub-contractors employed in the removal of any purchased goods.

16. REMOVAL / REPAIR OF FIXTURES

- (a) Where lots and sale items are of a fixed nature, the Purchaser is responsible for detaching such lot and undertakes to do so safely and lawfully in accordance with local Health and Safety legislation and regulations, where necessary. The Purchaser will provide a method statement for removal, to the Agents/Auctioneers prior to removing any such fixtures.
- (b) The Purchaser undertakes to indemnify the Agents/Auctioneers and, where appropriate, the Vendor, against any cost, damage, legal or other expenses in respect of any claim arising from the detachment of the lot or its removal. If the Agents/Auctioneers so require, the Purchaser agrees to pay to the Agents/Auctioneers a sum to cover the likely damage caused by such removal in the amount so estimated by the Agents/Auctioneers.

17. AGENTS / AUCTIONEERS RIGHTS REF DAMAGE

In the case of a Purchaser causing damage not covered by conditions 15 and 16, the Agents/Auctioneers shall be entitled to exercise a lien in respect of any and all lots purchased by the Purchaser 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 Agents/Auctioneers whose decision shall be final. The Agents/Auctioneers' assessed sum shall be paid by the Purchaser upon receipt of invoice and payment shall be made forthwith, time being of the essence.

18. INSOLVENCY AND DEATH

Where the Agents/Auctioneers conduct a sale on behalf of a Vendor who is an Administrative Receiver, an Administrator or a Liquidator of a limited company or Trustee in Bankruptcy of an individual:

The Vendors shall only act as an agent on behalf of the company or bankrupt (as the case may be) and shall be under no personal liability whatsoever in respect of the contract for sale of any lots;

The Vendor, and the Agents/Auctioneers on his behalf, sell whatever right, title or interest the company or the bankrupt may have in the lot;

In the event of any third party proving to have a superior title to right to custody or possession of any lot the Vendor may rescind the contract of sale and upon return of any deposit and/or purchase price to the Purchaser, neither the Vendor nor the Agents/Auctioneers shall be under any further liability to the Purchaser;

If before title to any lot has passed to the Purchaser, the Purchaser, being an individual, dies or enters into a composition or arrangement for the benefit of his creditors or has a Bankruptcy Order made against him, or being a body corporate, has a Receiver or a Receiver and Manager appointed or goes into administration, 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 Agents/Auctioneers' discretion, rescinded without notice to the said Purchaser. Upon rescission, any deposit paid by the Purchaser shall be forfeited and the Agents/Auctioneers shall be entitled to exercise the rights set out in these conditions of sale on the basis of default by the Purchaser.

19. AGENTS / AUCTIONEERS' RESPONSIBILITIES FOR THE CATALOGUE DESCRIPTIONS

Bidders and Purchasers shall be deemed to have accepted that warranties or guarantees appearing in the catalogue have been specifically authorised by the Vendors and the Agents/Auctioneers disclaim all personal liability arising there from.

20. HEALTH AND SAFETY AT WORK ACT 1974

Waivers

Section 6 (8) of the Act – In certain instances it may be necessary for the Purchaser to give a written undertaking pursuant to Section 6 (8) of the Health and Safety At Work Act 1974 (HSWA).

Asbestos / Hazardous Substances

It is expressly brought to the Purchaser's attention that certain types of plant or main service installations could contain asbestos, dangerous chemicals, etc. which if not handled correctly during their removal from the site could be in breach of the HSWA, the Control of Asbestos at Work Regulations 2002, the Asbestos (Licensing) Regulations 1983 as amended and the Control of Substances Hazardous to Health Regulations 1988 (COSHH) or any other current legislation covering the use of such substances in a working environment.

All purchasers must comply with all current legislation and regulation, including the Water Industry Act 1991 in relation to the removal/disposal of waste/trade effluent including hazardous waste and may be required to satisfy Deeley Matthews in relation to their disposal/removal procedures. Where waste materials are removed all work must be undertaken by an approved and licensed contractor.

Lot No	Description
1	Half-bag CONCRETE MIXER 240 volt
2	Half-bag CONCRETE MIXER 240 volt
3	Bella BLOCK CUTTER
4	2x PICK AXE's and 2x SLEDGE HAMMERS
5	6x steel-handle SHOVELS
6	10' ALUMINIUM STRAIGHT EDGE
7	Probst GRAB BLOCK TROLLEY
8	2x WHEEL BARROWS
9	2x WHEEL BARROWS
10	4-Leg heavy duty GAZEBO
11	6-Leg heavy duty GAZEBO
12	WHACKER PLATE Honda petrol engine
13	Camon TC07 TURF CUTTER Honda GX160 petrol engine
15	Indespension 2-axle 8' x 4' PLANT TRAILER 2,700kg capacity, serial no 246639
16	11-rung aluminium extension LADDER
17	2006 MERCEDES SPRINTER 311CDi XLWB panel van, 228,000 miles recorded, registration number X5 JPJ, test expired
18	2002 FORD TRANSIT 90 T350 MWB DROPSIDE TRUCK, 199,861 miles recorded, registration number NA02 YTG, test expired
19	2001 IVECO CARGO TECTOR 7,500kg DROPSIDE TIPPER with tailift, 3,920cc, 111,717 kilometres recorded, registration number J900 JPJ, test expired
20	Miscellaneous sundry SLABS, PAVERS, TIMBER, SCRAP, TYRES, etc
21	350 blue PAVERS
22	250 mixed PAVERS
23	900 square PAVERS
24	160 light brown PAVERS
25	250 PAVERS
26	600 dark blue PAVERS
27	60 square CHAMFERED PAVERS
28	Small quantity of blue and handmade BRICKS

Lot No	Description
29	DIGGING BUCKET
30	TRENCHING BUCKET
31	2017 Cat 301.7D MINI EXCAVATOR full cab, front blade, rubber tracks, serial no CAT3017DELJH03128, 2x excavator buckets, 1x 3' ditching bucket, and 1x 1' trenching bucket

End of sale