



SALE BY TENDER

**ON THE INSTRUCTION OF JOHNSTON CARMICHAEL
ADMINISTRATOR OF ALEXANDER SKEA LIMITED**



To Include – 1 No. MAN TGL 8.180 Rigid 7.5 Tonne Removal Lorry (2007), 3 No. Crane Fruehauf Tri Axle Curtainside Trailers, 4 No. SDC Tri Axle Curtainside Trailers, 1 No. Utility International Tri Axle Curtainside Trailer, 1 No. M & G Tri Axle Curtainside Trailer, 1 No. Don Bur Tri Axle Curtainside Trailer, 2 No. Kooi Aap Pedestrian Forklifts, Various Lorry Container Bodies & Trailers etc.

Viewing: Tuesday 15th May 2018 10am - 4pm

**At: Alexander Skea Limited
Peasihill Road
Elliot Industrial Estate
Arbroath
DD11 2NJ**

TENDER CLOSES FRIDAY 18TH MAY 2018 AT 12NOON

**Thainstone Specialist Auctions (T.S.A)
Thainstone Centre, Inverurie, Aberdeen, AB51 5XZ
T: 01467 623770 F: 01467 623771
E: tsa@anmgroup.co.uk W: www.tsaauctions.co.uk**



THAINSTONE SPECIALIST AUCTIONS (T.S.A.) NOTICE TO PURCHASERS

1. This notice is to be read in conjunction with the T.S.A. General Conditions of Sale.
 2. A **Buyers Premium** of 15% plus VAT will be added to the bid price of each lot sold without exception.
 3. **Viewing at:** Alexander Skea Limited, Peasiehill Road, Elliot Industrial Estate, Arbroath, DD11 2NJ.
 - 4.
 5. **Close Of Tenders:** All Completed Tender Documents Should Be Returned To The Auctioneers **By Friday 18th May 2018 At 12noon**
Hand or Post : Thainstone Specialist Auctions, Thainstone Centre, Inverurie,
Aberdeenshire, AB51 5XZ.
Email: tsa@anmgroup.co.uk Fax: 01467 623771
 6. **Value Added Tax:** The equipment will be sold exclusive of VAT which will be added to the bid price at the standard rate of 20%.
 6. **Collection of Purchases** is subject to payment being made in a manner satisfactory to the Auctioneers (condition 14).
Collection of purchases – By arrangement with auctioneers only.
- Please note all goods should be removed within a reasonable time following Payment, but no later than **Friday 25th May 2018.**
7. **Payment:** Full Payment (Cleared Funds) to be received prior to removal of purchased lots and no later than **4.00pm Tuesday 22nd May 2018.**
 8. Attention is drawn to clause 6(a) of General Conditions referring to accuracy of description.
 9. **Removal of Purchases:** All items must be removed in a safe manner and without damage to any of the interior or exterior fabric of the premises. All electrical wiring and pipework must be left in a condition which complies with health & safety guidelines. Indicated “Cut Off Points”/ “Splits” must be adhered too. For further information please ask a representative of the auctioneers who is onsite at viewing.
 10. **Acceptance of Final Highest Bids:** Acceptance of all final highest bids is subject to approval by our client. T.S.A reserve the right to reject any bids which they feel do not reflect reasonable value. Successful bidders will be notified by **Monday 21st May 2018.**

THAINSTONE SPECIALIST AUCTIONS - GENERAL CONDITIONS OF SALE
A Member of ANM Group Ltd
Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ

1. These conditions together with those set out in the Notice to Purchasers either displayed at the sale or appearing in the Sale Catalogue are the terms and conditions on which Thainstone Specialist Auctions (the Auctioneer) will as agents for the Seller sell goods to a purchaser (the Buyer). The terms and conditions are binding and buyers and sellers should read them carefully.
2. (a) The parties to the contract are the Vendor and the Buyer, the Auctioneer acting only as agents for the Vendor.
(b) The parties will be responsible for, indemnify and hold harmless the Auctioneer, its officers and employees for any loss or damage of any kind and including personal injury fatal injury or disease occasioned to or suffered by any person arising out of or in connection with the performance of the contract between the Vendor and the Buyer.
3. (a) Prior to commencement of the sale intending buyers should register their interest with and obtain a bidding number from the Auctioneer;
(b) Immediately following the fall of the hammer the Buyer will if required to do so by the Auctioneer, pay to the Auctioneer in cash or otherwise as the Auctioneer may agree the price of each lot which the Buyer has purchased or such deposit as the Auctioneer may require and will supply the Auctioneer with whatever information the latter may require concerning the identity and address of the Buyer;
(c) Any balance of the price due by the Buyer will be paid to the Auctioneer within 2 working days of the date of sale or on or before the date specified in any applicable Notice to Purchasers whichever is the earlier;
(d) It is an essential condition that all lots are removed by the Buyer from the premises at which they are sold (subject to the conditions set out in Para 15) within 4 days of the date of the sale or not later than the time and date specified in any applicable Notice to Purchasers whichever is the earlier;
(e) If the Buyer fails to comply with any condition in Para 3, the Auctioneer will use his best endeavours to resell the lot or lots and the Buyer will be liable to the Vendor for any loss incurred by the Vendor (including costs and charges necessarily and reasonably incurred by the Vendor's agents) in connection with such resale and the Buyer's breach of contract Any deposit or other sum paid by the Buyer may be retained and applied towards that loss.
(f) Without prejudice to any claims that the Auctioneer and/or the Vendor may have against the Buyer for breach of contract or otherwise, the Buyer will be liable from the expiry of the time referred to in Para 4(d) hereof for all expenses incurred in storing and re-selling an/ or otherwise disposing of the said lot or lots.
4. At the discretion of the Auctioneer, the Auctioneer may at the request of a buyer bid on behalf of that buyer. Such a bid shall be referred to as a commission bid. Any buyer wishing a commission bid must complete a purchaser buying order which must be deposited with the Auctioneer no later than one hour before the sale starts. Where a commission bid is accepted by the Auctioneer the Auctioneer shall have no responsibility whatsoever to the Buyer in respect of any failure on the part of the Auctioneer to (1) bid on the Buyer's behalf, unless said failure to bid is unreasonable; or (2) to secure the goods in question.
5. (a) Although the Auctioneer has used its best endeavours to ensure that the description of each lot appearing in any Sale Catalogue is accurate, the Buyer is advised to inspect any lot for which he intends to bid to satisfy himself as to the accuracy of any such description. Unless stated otherwise in the Sale Catalogue any description is for guidance only. The Auctioneer, as agent for the Vendor, will only be liable to the Buyer where the Auctioneer has wilfully or negligently mis-described a lot in any material or fundamental way.
(b) The Auctioneer as agent for the Vendor and on behalf of the Vendor excludes liability for any loss, damage or injury sustained by the Buyer as a result of or in connection with any defect in any lot purchased or any failure in the lot to fulfil any intended use. The Auctioneer will not be liable for any damage or loss sustained to any lot whilst in the Auctioneers premises unless said damage or loss arises solely as a result of fault or negligence on the part of Auctioneer.
(c) The Auctioneer does not warrant the Vendor title to any lot and all lots are sold with only such title as the Vendor may have.
6. Subject to Para 6(a) and (b) the Buyer will by bidding for any lot be deemed
(a) to be satisfied as to its authenticity and condition and
(b) to purchase with note of all (if any) defects with no right to reject the goods after purchase because of any defect or failure in description or condition.
7. The Auctioneer may at its discretion or on the instructions of the Vendor
(a) alter or withdraw any lot up to the fall of the hammer relative to the lot;
(b) withdraw any lot if the highest price bid shall fail to reach the reserve price placed on that lot and
(c) where two or more consecutive lots are similar in quantity and description, offer the second and/or subsequent such lots (or any of them) to the bidder purchasing the first at the same price.
8. Bidding shall be regulated by the Auctioneer in such manner as it may reasonably think fit. This means that the Auctioneer may reasonably refuse any bid or may itself bid for the lot in question on behalf of any third party.
9. Subject always to any reserve price each lot shall be sold to the highest bidder and if any dispute arises it shall be dealt with in such manner as the Auctioneer may in its reasonable discretion determine.
10. The Buyer will pay to the Auctioneer a premium on the hammer price at a rate as displayed in the Notice to Purchasers and to which will be added Value Added Tax at the current rate. The Buyer agrees that the Auctioneer, when acting as agent for the Vendor, may also receive commission from the Vendor.
11. The agreement between Vendor and Buyer becomes binding upon fall of the hammer. Ownership of any lot purchased will not pass to the buyer until the Auctioneer has received the purchase price of that lot in cleared funds. Risk of damage to or destruction of any lot will pass to the Buyer at the time that ownership of that lot passes to the Buyer or at the time that the Buyer takes possession of the lot, whichever is the earlier. The Auctioneer will only be responsible for damage to or destruction of any lot where that damage or destruction arises as a result of fault or negligence on the part of the Auctioneer.
12. Unless a sale is notified as Value Added Tax inclusive the price at which the Buyer purchases each lot will be exclusive of Value Added Tax which will, when due, be added to the price at the appropriate rate.
13. The Vendor or any agent acting on its behalf may bid for any lot or lots offered for sale at the Auction, in which case the premium referred to in condition 11 hereof will be applied.
14. (a) The Buyer will not be permitted to remove any lot from the sale premises until all purchase monies have been paid;
(b) Subject to 15 (a) hereof the Buyer will only be permitted to remove lots from the sale premises with proof of purchase.
(c) If any party claims ownership of any lot or part of any lot prior to its removal from the sale premises, the Auctioneer reserves the right to either rescind the sale or permit removal from the premises subject to such conditions as it may reasonably decide and
(d) The entry of the Auctioneer in the sale roll will (except for manifest error or omission) be evidence of the identity of the Buyer and the price of any lot.
15. The Buyer will be responsible for all damage that it, its carriers or its agents may do to the property of any third party (and in particular to the sale premises where sold) in removing the lot(s) purchased. If, in the Auctioneers opinion, removal of any lot or part may occasion damage to the sale premises, or any other damage which the Buyer does not agree to make good, the Auctioneer may by notice to the Buyer rescind the sale of such lot. Alternatively the Auctioneer may require the Buyer to deposit such sum of money with the Auctioneer as it may decide by way of caution for the cost of making good any such damage.
16. The Buyer will only be able to take delivery of any lot during normal working hours and only after the Auctioneer has received payment for that lot in cleared funds. Delivery must be taken within a reasonable time after the Auctioneer has received payment.
17. Where any goods purchased by the Buyer can be used in a working environment it will be the responsibility of the Buyer to ensure that the use of such goods does not contravene the statutory provisions governing such use and by taking delivery the Buyer will free and relieve the Auctioneer and the Vendor of all liability in respect of such use.

Tender Document - Alexander Skea Limited

I/We hereby offer to purchase the undernoted lots offered for sale from

Name:

Company:

Address:

.....

.....

Postcode:

Telephone:

Mobile Tel:

Fax:

E-mail:

Signed:

Date:

All lots will be subject to VAT at 20%

A Buyers Premium of 15% plus VAT per lot will be added to the Bid Price

Please return completed Tender forms by 12 Noon Friday 18th May 2018 to:

Thainstone Specialist Auctions

Ref: Alexander Skea Limited

Thainstone Centre, Inverurie, Aberdeen, AB51 5XZ

E: tsa@anmgroup.co.uk F: 01467 623771

**I agree to accept the terms and conditions of sale as outlined in the
Notice To Purchasers and General Conditions Of Sale**

Tick here to confirm acceptance



Tender Sale - Alexander Skea Limited

Lot No.	<u>BAIRD'S/SILO YARD</u>	BID (£)
1	1 No. Utility International Tri Axle Curtainside Semi Trailer - Id No. C076689 - Year 2001 - VIN SDUZZT3FCS1N127913 - No Test - GR02	
2	1 No. M&G Tri Axle Curtainside Semi Trailer - Id No. C008663 - Year 1998 - VIN 23723 - Tested April 2018 - GR04	
3	1 No. SDC Tri Axle Curtainside Semi Trailer - Id No. C196569 - Year 2006 - Tested January 2018 - VIN SDCCS45B3AAA65581 - SV57 - Currently Full Of Waste Cardboard	
4	1 No. SDC Tri Axle Curtainside Semi Trailer - Id No. C196522 - Year 2006 - VIN SDCCS45B3AAA65573 - Tested February 2018 - CT155	
5	1 No. SDC Tri Axle Curtainside Semi Trailer - Id No. C196526 - Year 2006 - VIN SDCCS45B3AAA65577 - CT159	
6	1 No. SDC Tri Axle Curtainside Semi Trailer - Id No. C129693 - Year 2003 - VIN AAA39019 - No Test	
7	1 No. Don Bur PM36AS Tri Axle Curtainside Semi Trailer - Id No. A259024 - Year 1998 - VIN W5037854 - No Test - Fitted With Odd Wheels - GR01	
8	1 No. Crane Fruehauf Tri Axle Curtainside Semi Trailer - Id No. C031617 - Year 1999 - VIN XW517937 - No Test - GR03	
9	1 No. Crane Fruehauf Tri Axle Curtainside Semi Trailer - Id No. C020507 - Year 1998 - VIN SFRCNDSA3WW964609 - No Test - KG03	

CONTAINER STORAGE YARD

10	1 No. W304 OSP Iveco New Cargo 4x2 7.5 tonne Box Van Removal Type Lorry - Date of First Registration 20/04/2000 - Non Runner - Scrap	
11	1 No. Crane Fruehauf Tri Axle Curtainside Semi Trailer - Id No. C025232 - Year 1998 - VIN WW993405 - No Test - GF51	

Tender Sale - Alexander Skea Limited

Lot No.	<u>CONTAINER STORAGE YARD CONTINUED</u>		BID (£)
12	1 No.	SDC Former Tri Axle Flat Trailer - No Id Plate - Vin AAA65582 - Axles & Tyres Been Removed - Scrap	

MAIN YARD

13	1 No.	SF07 TZA MAN TGL 8.180 4x2 Rigid 7.5 tonne Removals Bodied Lorry - Date of First Registration 01/08/2007 - Currently Parked Up With Mechanical Fault	
14	1 No.	Converted 27' Dropleg Lorry Body With Side Door	
15	1 No.	Grey Twin Axle Box Trailer - Between The Two Rounded Sheds	
16	3 No.	Crates Of Roofing Slates	
17	1 No.	Kooi Aap Pedestrian Forklift - Non Runner - Serial No. 975677	
18	1 No.	Kooi Aap Pedestrian Forklift - Non Runner - Serial No. 108648	
19	1 No.	Grey Twin Axle Box Trailer - Wheels Removed	
20	1 No.	Lots 1 - 19 Inclusive	