

Online Auction

On the instructions of the Directors of Guttercrest Ltd, equipment surplus to requirements and other vendor

Piecemeal (subject to General Conditions and Special Conditions unless previously sold)

CNC & Conventional Woodworking/ Metalworking Machinery, Vehicles and Factory Equipment

5% Buyer's Premium on all lots

Photographs & online auction bidding via sw.co.uk

Bidding: Closes from 11am Wednesday 8 July 2026

View: Strictly by appointment with the Auctioneers

Any person wishing to access site must have full PPE.

Failure to comply with the above is likely to result in refusal of access.

At: Queen Elizabeth Drive, Oswestry, Shropshire, SY11 2UQ, UK

The Chancery, 58 Spring Gardens, Manchester, M2 1EW Tel: 0161 259 7050

auctions@sw.co.uk

sw.co.uk

Misrepresentation: Whilst every effort has been made to provide reliable information, Sanderson Weatherall LLP do not warrant the information contained herein and prospective purchasers must satisfy themselves by inspection as to its correctness.

GENERAL CONDITIONS OF SALE

1. Interpretation

1.1 In these General Conditions the following words and expressions shall have the meanings set below:

"Auction"	any auction (whether a Live Auction or an Online Auction and whether conducted independently or simultaneously) conducted pursuant to the Conditions of Sale;
"Auctioneer"	the person conducting the Auction who will be an employee of the Company with appropriate skills and experience to carry out the task of conducting the Auction;
"Bidder"	any person who places a Bid;
"Bid"	an offer to purchase a Lot by a Bidder whether by bidding at Auction or offering to purchase by private treaty or tender, and "Bids" and "Bidding" shall be construed accordingly;
"Buyer"	any person who agrees to purchase any Lot whether at Auction or by private treaty or tender and as determined under General condition 4.12 below;
"Buyer's Premium"	a commission payable by the Buyer to the Company on the completion of a Sale the amount of which is set out in the Special Conditions; the Company, when acting as agent for the Seller, may also receive commission from the Seller.
"Catalogue"	the catalogue describing the Lots and incorporating these General Conditions and the Special Conditions;
"Clearance Date and Time"	the scheduled date and time on which all Lots must be removed by the Buyer from the Location as specified in the Special Conditions;
"Company"	Sanderson Weatherall LLP (company number OC 344770) whose registered office is at 6th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL;
"Conditions of Sale"	the General Conditions, and the Catalogue together with any Special Conditions;
"Consumer"	an individual acting for purposes which are wholly or mainly outside their business, trade, profession or occupation;
"Consumer Contracts Regulations"	the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
"Contractor"	the contractor specified in the Conditions of Sale who has been appointed to carry out the dismantling and lowering of the Lot at the Location.
"Contractor's Fee"	the fee payable by the Buyer to the Contractor in relation to the dismantling and lowering of the Lot.
"Data Protection Law"	all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or reenacted from time to time, including (and to the extent applicable) the UK GDPR, the Data Protection Act 2018 and the Data (Use and Access) Act 2025;
"Deposit"	the sum payable by the Buyer to the Company as set out in the Special Conditions;
"General Conditions"	these General Conditions which shall be applicable to all Auctions conducted by the Company;
"Legislation"	all laws, legislation, statutes, regulations, codes of practice, guidance, orders, rules and other as amended or reenacted from time to time;
"Live Auction"	any auction conducted at the Location or at such other location(s) as shall be notified by the Company in the Special Conditions or in the Catalogue;
"Location"	the premises at which the Lots are located, details of which are set out in the Special Conditions or in the Catalogue;
"Lot"	any single item or group of items that are offered for sale together as one unit as described in the Catalogue, on any of the Websites or on the Company's invoice;
"Online Auction"	any auction conducted over the internet via any of the Websites pursuant to these General Conditions and the Special Conditions;
"Personal Data"	has the meaning given to it under the UK GDPR;
"Public Auction"	has the meaning given to it in Regulation 5 of the Consumer Contracts Regulations;
"Sale"	the sale of any Lot by Auction, private treaty or tender and as determined under General Condition 4.11 below;
"Seller"	the person upon whose instructions the Company is conducting the Sale, details of whom are set out in the Special Conditions;
"Special Conditions"	any additional terms or conditions set out or referred to in the Catalogue, announced at Auction or otherwise specified by the Company;
"UK GDPR"	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
"Websites"	the websites at: www.bidspotter.co.uk ; www.ibidder.com ; www.sw.co.uk ; and www.sw.atgportals.net/auctions ;

"VAT"

value added tax chargeable under English Law for the time being and/or any similar additional tax in an applicable jurisdiction.

2. Application of these General Conditions

- 2.1 These General Conditions apply to the Sale of assets (including but not limited to plant, machinery, vehicles, chattels and trade stocks) conducted by the Company and not heritable property.
- 2.2 To the extent that these General Conditions are inconsistent with any Special Conditions, the General Conditions shall prevail.
- 2.3 Bidding for any Lot shall be deemed to be an acceptance by the Bidder of the Conditions of Sale.
- 2.4 A reference to writing or written shall include e-mail.
- 2.5 Any word or phrase having a meaning defined in these General Conditions shall have the same meaning when used in the Special Conditions.
- 2.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.7 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.8 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 2.9 A reference to a gender includes references to other genders.
- 2.10 References to **include**, **including** and **included** will be construed without limitation to the generality of the preceding words.
- 2.11 Headings are inserted only for convenience and are in no way to be construed as part of these General Conditions.

3. Identity of the Parties

- 3.1 The Company offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.
- 3.2 The identity of the Seller is set out in the Special Conditions.
- 3.3 Unless the Company has previously acknowledged in writing that the Bidder Bids as agent on behalf of a named principal, every Bidder shall be taken to Bid on its own behalf as principal.
- 3.4 Any Bidder acting as agent on behalf of a named principal shall remain liable to the Seller and the Company for all obligations and liabilities of the Bidder's principal jointly and severally with the principal (including those obligations and liabilities of the Buyer where applicable). The Bidder warrants that it has the authority of its principal to make each Bid made and to bind the Bidder's principal to the Conditions of Sale.
- 3.5 Every Bidder is required to give their name and address and provide satisfactory proof of identity and such other information and documentation as is requested by the Company before making any Bid and in the case of:
 - 3.5.1 a Live Auction, by the completion of a registration form;
 - 3.5.2 an Online Auction, by online registration on the relevant Website; or
 - 3.5.3 a private treaty or tender, by prior registration or notification of details as and when requested by the Company.
- 3.6 The Company reserves the right at any time to reject the registration of any persons and refuse access to the Auction at its sole discretion.
- 3.7 On registration for an Online Auction, Bidders will be added to the Company's mailing list for the purposes of notification of future sales by email. If a Bidder wishes to stop receiving such notifications they can unsubscribe at any time by clicking on the link provided at the bottom of each email. On registration in accordance with General Condition 3.5 the Bidder acknowledges that only persons aged 18 years and over are entitled to enter into a legally binding contract with the Company and as a result they are the only people entitled to register for the Auction. By registering the Bidder warrants that they are aged 18 years or older and is otherwise capable of forming a legally binding contract.

4. Conduct of Auctions

- 4.1 Physical Inspection of Lots
 - 4.1.1 The Buyer will be provided with the opportunity to attend all Locations in person with a view to inspecting the Lot.
 - 4.1.1.1 Where the Auction is a Live Auction, the Buyer will be given the opportunity to inspect the Lot immediately prior to the opening of Bids in respect of the relevant Lot; and
 - 4.1.1.2 Where the Auction is an Online Auction, the Seller will provide reasonable prior notice to the Buyer of the date, time and venue of the physical inspection of the relevant Lot.
- 4.2 Any Lot may be subject to a minimum bid or reserve price. The Seller is entitled to change these at any time before the conclusion of the Sale.
- 4.3 The Seller, Auctioneer or any representative, agent or person acting on behalf of the Seller may Bid for any Lot. Persons entitled to Bid pursuant to this condition 3 shall be entitled to place Bids on any Lot up to the reserve price including by placing Bids in response to other Bidders.
- 4.4 Lot descriptions will be amended as appropriate as and when information becomes available to the Company. Prospective Bidders must read Lot descriptions before making a Bid so that they are fully aware of any amendments to the description appearing in the Special Conditions and/or on any of the Websites or in the Catalogue in relation to a particular Lot.
- 4.5 The Auctioneer, subject to having the authority of the Sellers of the relevant Lots, may at any time before the conclusion of the Sale withdraw or divide any Lot or combine any Lots.
- 4.6 The Company may sell any Lot by private treaty or tender before or after the Auction. The Auctioneer may reject any Bid at their sole discretion and without being required to give a reason.

- 4.7 No accepted Bid shall be retracted without the consent of the Auctioneer. The Auctioneer may where there is a dispute between Bidders, summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.
- 4.8 The Auctioneer shall in every other respect decide how the Auction is to be conducted without being required to give reasons.
- 4.9 The Auctioneer may in their sole discretion delegate to a person whom they believe to be competent with the conduct of the Auction in accordance with the Conditions of Sale.
- 4.10 The Auctioneer may from time to time act jointly with an associated auctioneer who will be named in the Catalogue and/or in the Special Conditions.
- 4.11 A Sale is concluded (constituting acceptance of the Bidder's Bid, subject to General Condition 4.12 below) when:
- 4.11.1 in the case of a Live Auction, on the fall of the Auctioneer's hammer;
- 4.11.2 in the case of an Online Auction, at the close of the timed Online Auction Sale as specified on any of the Websites and as defined by General Condition 4.17.3 below; or
- 4.11.3 in the case of a private treaty or tender, when the Bidder's Bid is accepted by the Company, such acceptance to be communicated to the Bidder in writing by way of receipt of the Company's invoice.
- 4.12 The Buyer shall be the person (being the Bidder or the Bidder's principal) who made the highest Bid before the conclusion of the Sale pursuant to General Condition 4.11 above subject to approval and acceptance by the Company, the Auctioneer and the Seller or such other person as the Auctioneer and/or the Company may declare to be the Buyer without being required to give a reason. The Auctioneer and/or the Company and/or the Seller is not bound to accept the highest Bid or any other Bid placed in the course of the Auction.
- 4.13 In the case of an Online Auction the Buyer, as determined under General Condition 4.12 above, shall within a reasonable time after the conclusion of the Sale receive by email an invoice in respect of the monies due for the Lot(s) purchased.
- 4.14 In the event that the reserve price is not met, the Company may consider the Bids received below the reserve price and at its sole discretion, the Seller may accept, reject or place a counteroffer.
- 4.15 On conclusion of the Sale and acceptance of the Bidder's Bid pursuant to General Conditions 4.11 and 4.12 above, the Buyer acknowledges and agrees that it has entered into a contract with the Seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.
- 4.16 The Buyer may not remove any Lot it has bought until after the end of the Auction.
- 4.17 In relation to an Online Auction:
- 4.17.1 the Company cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of the Online Auction and the Bidder's ability to Bid online. The Company shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other circumstances which may occur during the Online Auction;
- 4.17.2 the Auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond the published closing time (including extension of the timed Online Auction in accordance with General Condition 4.17.3 below);
- 4.17.3 the timed Online Auction Sale is auto bid extension enabled meaning that where a Bid is placed within ten minutes of the original scheduled close of the timed Online Auction the scheduled close of the timed Online Auction will automatically be extended by an additional ten minutes. This continues with a new scheduled close time each time a Bid is placed until no-one places a Bid before the last scheduled close of the timed Online Auction. Every time a Bid is placed within ten minutes or less left in the Online Auction an additional ten minutes' bidding time is added until there are no more Bids. Such time shall then be deemed to be the close of the timed Online Auction.
- 4.18 In the event that the Auctioneer unknowingly sells a Lot that was not eligible for Sale (i.e. there is a third party interest that comes to light) then the Auctioneer shall be entitled to immediately rescind that Sale without any further liability to the Auctioneer and/or Company or the Seller.
- 4.19 Copies of the Auctions (Bidding Agreements) Act 1927 and 1969 are held at the Company's principal place of business.
- 5. Sale and Payment**
- 5.1 The Buyer shall pay the following sums to the Company in full and without set off:
- 5.1.1 immediately upon the Sale of any Lot, the Deposit if requested by the Company; and
- 5.1.2 the balance of the price of the Lot purchased, together with the Buyer's Premium and the Contractor's Fee (where applicable) by no later than 48 hours after conclusion of the Sale or, in the case of an Online Auction, after receipt of an invoice in respect of the purchased Lot(s) pursuant to General Condition 4.12 above, or such other time and date as may be specified in the Special Conditions; and
- 5.1.3 any other payment or amount due to the Seller and/or the Company pursuant to the Conditions of Sale on demand.
- 5.2 The Company reserves the right to refuse payment in cash. Payments in cash of more than £7,500 will not, in any circumstances, be accepted.
- 5.3 If the Buyer fails to make any payment on the due date for payment then, without limiting any other right or remedy available to the Seller, the Buyer shall pay to the Company interest (both before and after any judgment) on the amount unpaid from the due date until the date of actual payment. Interest under this General Condition 5.3 shall accrue each day at the rate of 8% per annum above the bank base rate of Barclays Bank Plc from time to time, but at 8% a year for any period when that base rate is below 0%. This General Condition 5.3 shall not apply where the Buyer is a Consumer.
- 5.4 Until the Buyer has fully complied with its obligations in this General Condition 5:
- 5.4.1 title to any Lot bought shall not pass to the Buyer;
- 5.4.2 the Seller shall have a lien over any Lot bought by the Buyer in the Auction;
- 5.4.3 if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Seller.
- 5.5 All sums payable under the Conditions of Sale are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company. On written request by the Buyer the Company will provide a VAT invoice.
- 5.6 The Company will only accept payment under this General Condition 5 from the Buyer or its authorised agents.
- 6. Removal of Lots**
- 6.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately upon the conclusion of the Sale. The removal of Lots from the Location shall be undertaken by the Buyer entirely at its own risk and without any liability whatsoever to the Company.
- 6.2 The Buyer is responsible for any and all costs and expenses incurred in relation to the removal of Lots and any other applicable charges, taxes and insurance costs including but not limited to:
- 6.2.1 costs and expenses associated with clean-up, repair of damage and/or personal injury or death caused by or associated with the removal of Lots; and
- 6.2.2 any applicable import or export tariffs.
- 6.3 The Buyer may not remove any Lot until the Buyer has:
- 6.3.1 paid by cleared funds all amounts payable pursuant to General Condition 5 above in full; and
- 6.3.2 if requested by the Company, produced satisfactory evidence to the Company that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 8 below and/or deposited with the Company, by way of security for the costs of making good any damage likely to occur, such sum as the Company may stipulate.
- 6.4 The Company will only permit the removal of Lots purchased by the Buyer or its authorised agents.
- 6.5 The Buyer must remove each Lot purchased by the Clearance Date and Time. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions. No clearance on Bank or Public Holidays. In the absence of co-operation by the Buyer or its authorised agents, the Company reserves the right to insist on the order of the removal of Lots or parts thereof.
- 6.6 If any Lot is unsold and has to be dismantled and lowered to allow the removal of any other Lot, then the dismantling and lowering of the unsold Lot shall be the responsibility of the Buyer of the other Lot.
- 6.7 Title to computer software sold pursuant to the Sale of a Lot is not transferred under any Sale to the Buyer and use is subject to any licence or copyright restrictions and user conditions. The Sellers and/or Company reserve the right to erase any private or confidential information prior to the Sale or at any later date.
- 6.8 Prior to commencing dismantling/removal of a Lot from the Location, the Buyer and/or its removal contractor must:
- 6.8.1 liaise with the Company's site representative; and
- 6.8.2 carry out a full assessment of the Lot, the Location and the land or buildings to which the Lots is fixed to:
- 6.8.2.1 assess the risks associated with detaching/removing the Lot; and
- 6.8.2.2 fully satisfy themselves that they will be able to detach/ remove the Lots in compliance with any requirements imposed by all relevant Legislation in accordance with General Condition 7.
- 6.9 The Buyer shall be required to repair holes or voids exposed by the removal of Lots and any other damage caused as a result of that removal. The Buyer shall replace any cladding taken off buildings during the removal of plant and equipment, unless otherwise specified by the Company.
- 6.10 The Buyer must ensure that it safely and lawfully detaches any Lot fixed to land or buildings and may not use flame cutters, explosives or any other dangerous equipment or process without first obtaining written consent of the Company.
- 6.11 The Company shall be entitled to halt the clearance of any Lot if in its absolute discretion the removal of a Lot is being carried out in an unsatisfactory manner. Where the clearance is halted by the Company, the Buyer must liaise with the Company's site representative as to how the Lot should be removed from the Location provided that the Buyer shall at all times ensure that it complies with its obligations under General Condition 7 and the Company shall have no liability in this regard.
- 6.12 Electric, gas, water, steam and waste disconnections are the responsibility of the Buyer and **MUST** be carried out by an approved contractor following consultation with the site representative.

- 6.13 Any fluids, gases and/ or waste remaining in plant and machinery are the responsibility of the Buyer and **MUST** be removed from the Location strictly in accordance with any applicable Legislation.
- 6.14 Unless otherwise agreed, all Lots are sold on the understanding that the Seller does not represent that the Lot is in a condition which makes that Lot suitable for domestic use.
- 6.15 It is the Buyers or their removal contractors responsibility (i.e. Police, Department for Transport, Local Authority) to transport off site long/ wide loads, prior to the Clearance Date and Time.
- 6.16 The Buyer must ensure that:
- 6.16.1 it undertakes any waste removal by use of an approved and licensed contractor who must dispose of such waste at an approved waste management site; and
- 6.16.2 if required by the Company, it satisfies the Company's waste removal procedures.
- 6.17 Where specified in the Conditions of Sale, the Lot may include dismantling and lowering of the Lot by the Contractor at the Location in preparation for collection by the Buyer from the Location. Where this is the case, the Contractor's Fee for dismantling and lowering will be set out in the Conditions of Sale and will be payable by the Buyer in addition to the Sale price of the Lot. Unless the Conditions of Sale state otherwise:
- 6.17.1 the dismantling and lowering will be carried out by the Contractor, subject to a separate contract between the Buyer and the Contractor, and such contract shall come into effect at the same time as the Sale contract for the relevant Lot;
- 6.17.2 the Buyer shall pay the Contractor's Fee (which shall be collected by the Company on behalf of the Contractor); and
- 6.17.3 the Company shall notify the Buyer when the Lot is available for collection from the Location.
- 7. Removal of Lots – Statutory Compliance**
- 7.1 When removing any Lot from the Location the Buyer shall ensure that it and its removal contractors:
- 7.1.1 comply at all times with all Legislation applicable to the Location, including, but not limited to, all relevant health and safety, waste disposal, hazardous substances and environmental Legislation, in particular where Lots are composed of or incorporate any asbestos-containing materials, and/or other dangerous chemicals or material which could cause harm if not handled correctly during the Lot removal; and
- 7.1.2 obtain all relevant permits, permissions, consents and/or licences required in the Location.
- 7.2 In addition, where the Location is within the United Kingdom, the Buyer shall:
- 7.2.1 comply with all relevant Legislation including, but not limited to, (without limitation) the Health and Safety at Work etc. Act 1974, the Environmental Protection Act 1990, the Construction (Design and Management) Regulations 2015, the Control of Asbestos Regulations 2012, the Control of Substances Hazardous to Health Regulations 2002 (COSHH), the Road Vehicle (Construction and Use) Regulations 1986 and all other applicable Legislation;
- 7.2.2 provide to the Company a written undertaking pursuant to section 6(8) of the Health and Safety at Work etc. Act 1974 when required to do so;
- 7.2.3 provide to the Company a risk assessment and method statement complying with the Construction (Design and Management) Regulations 2015, COSHH and/or with any subsequent amendments thereof or such other Legislation as shall from time to time be in force; and
- 7.2.4 if necessary, comply with the requirements of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and any subsequent amendments thereof or such other relevant statutory requirements or regulations as shall from time to time be in force.
- 7.3 Where Legislation is advisory in nature, rather than mandatory, the Buyer must comply with such advisory Legislation in accordance with best industry practice.
- 7.4 In all cases arising under General Condition 7, the costs of compliance shall be borne by the Buyer and the Buyer hereby indemnifies the Company and the Seller against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Company and/or the Seller may incur arising directly or indirectly out of any breach by the Buyer to the provisions of this General Condition 7 and the Buyer shall make good any damage caused to (without limitation) other lots, the Location or to any property belonging to third parties, in removing any Lot under this General Condition 7.
- 8. Insurance and Indemnity**
- 8.1 The Buyer shall indemnify the Company and the Seller against any loss, damages, expenses, claims or liabilities arising directly or indirectly from the possession or use of any Lot at any time after the Sale.
- 8.2 Except where the Buyer is a Consumer, the Buyer shall maintain adequate insurance at all times and shall provide written evidence as and when requested by the Company of the Buyer's insurance policies in respect of the following insurances and at a minimum level of:
- 8.2.1 Public Liability Cover – limit Two Million Pounds (£2,000,000); and
- 8.2.2 Employers Liability Cover – limit Ten Million Pounds (£10,000,000).
- 8.3 Where the Buyer is a Consumer, it shall take out adequate insurance cover.
- 8.4 The Company reserves the right to vary the level of insurance cover stated above at any time, as and when required.
- 9. Liability**
- 9.1 Nothing in the Conditions of Sale limits or excludes liability for:
- 9.1.1 death or personal injury caused by negligence, or the negligence of a party's employees, agents or subcontractors;
- 9.1.2 fraud or fraudulent misrepresentation; or
- 9.1.3 any other liability which cannot be limited or excluded by applicable law.
- 9.2 The Company will not be liable to the Buyer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Conditions of Sale for:
- 9.2.1 Loss of profits;
- 9.2.2 Loss of sales or business;
- 9.2.3 Loss of agreements or contracts;
- 9.2.4 Loss of anticipated savings;
- 9.2.5 Loss of use or corruption of software, data or information;
- 9.2.6 Loss of or damage to goodwill; or
- 9.2.7 Any indirect or consequential loss.
- 9.3 Subject to General Condition 9.1, the Company's and the Seller's total liability to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Conditions of Sale will be limited to the Buyer's Premium paid to the Company.
- 9.4 Subject to General Condition 9.1, the Seller's total liability under or in connection with the Sale of any Lot, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise shall be limited in total to the price paid for the Lot or if no price has been paid then the lower of the market value or reserve price for the Lot.
- 9.5 General Conditions 9.2, 9.3 and 9.4 shall not apply where the Buyer is a Consumer.
- 9.6 The Buyer acknowledges and agrees that the Lot is sold to the Buyer by the Seller and the Company shall have no liability to the Buyer arising or in connection with the Lot, except to the extent caused by the Buyer's negligence.
- 10. Data Protection**
- 10.1 Each party shall:
- 10.1.1 comply with its obligations under Data Protection Law with respect to the Personal Data it processes;
- 10.1.2 not intentionally do or omit to do anything that would cause the other party to breach its obligations under Data Protection Law; and
- 10.1.3 promptly (and without undue delay) notify the other party in writing of any Personal Data breach of which it becomes aware relating to Personal Data of the other to the extent such Personal Data breach is likely to affect the other party.
- 10.2 Nothing in the Conditions of Sale or the arrangements contemplated by them is intended to construe either party as:
- 10.2.1 the processor of the other party; or
- 10.2.2 joint controllers with one another, with respect to Personal Data that is shared by one party with the other.
- 11. Default by the Buyer**
- 11.1 If at any time the Buyer has failed to pay the sums specified in General Condition 5 above in full by the due date for payment, or to remove any Lot purchased by the Clearance Date and Time specified in the Special Conditions the Seller may rescind the Sale of that Lot, in which case any Deposit shall be forfeit, and that Lot may be resold.
- 11.2 If the Seller has rescinded the Sale but the Buyer has removed the Lot purchased, the Seller shall be entitled without previous notice to enter upon any premises where it believes the Lot to be and remove it.
- 11.3 If the Seller has rescinded the Sale and the Lot has been resold by the Company or by the Seller, the Buyer shall reimburse the Seller with any shortfall where:
- 11.3.1 the resale price is less than the Sale price; and
- 11.3.2 the costs incurred by the Seller incidental to the resale.
- 11.4 Without prejudice to any other rights or remedies, if the Buyer fails to remove any Lot by the Clearance Date and Time specified, the Seller may exercise any one or more of the rights set out below:
- 11.4.1 the Seller may remove the Lot from the Location and leave it outside at the Buyer's risk in all respects;
- 11.4.2 the Seller may charge the Buyer for the reasonable costs of removal or storage;
- 11.4.3 the Seller may charge the Buyer rent, taxes, and expenses incurred as a result of the Lot(s) remaining at the Location; and
- 11.4.4 the Buyer shall indemnify the Seller against any loss, damages, expenses, claims or liabilities incurred by the Seller arising from the Buyer's failure to remove the Lot from the Location.
- 12. Acknowledgements and Exclusion of Warranties**
- 12.1 The Buyer acknowledges that in agreeing to purchase any Lot it is not relying on any warranties or representations made by the Seller or the Company or any of their employee's agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and without limitation any warranties and conditions as satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by law.

- 12.2 Subject to General Condition 9.1.2, the Buyer further acknowledges that neither the Sellers nor the Company shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the Sale or reject any Lot for an error, omission or misstatement contained in the Catalogue and/or in the Special Conditions.
- 12.3 The Buyer also acknowledges that:
- 12.4 the Seller shall transfer such title as it has in the Lot;
- 12.4.1 anything found in, under, near or in any Lot which is not specifically included in the description of the Lot remains the property of the Seller; and
- 12.4.2 any intellectual property rights or software subsisting in a Lot may be third party property and as such the Seller and/or the Company may be unable to effect transfer. The Buyer will not be authorised to use intellectual property rights or software without obtaining the required licences or permissions from the owner of the intellectual property rights or software and any use or transfer without the required licences or permissions shall be at the Buyer's sole risk.
- 12.5 The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant Legislation as shall from time to time be in force before using it on a public road. It is the Buyer's responsibility to remove Seller logos and lettering from vehicles. Odometer readings are not warranted.
- 12.6 The Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any Legislation governing the use of that plant, machinery or equipment in their working environment. Neither the Seller nor the Company shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. All lots are sold "as is" and Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any health and safety and environmental Legislation in existence at the time of the Sale.
- 12.7 The Buyer acknowledges and agrees that the Company is acting only as agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall fall on the Auctioneer or the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency practitioner(s), including Administrative Receiver(s), Administrator(s) and Liquidator(s) act as agent(s) for the Seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto.
- 12.8 The Buyer acknowledges and agrees that the Auctioneer and the Company does not represent any Lot as being in a condition which makes it suitable for domestic use.
- 12.9 The Buyer acknowledges and agrees that the Auctioneer and the Company does not have nor professes to have any expert or other knowledge of any Lots sold.
- 12.10 The Buyer agrees that the Conditions of Sale and the exclusions which they contain are fair and reasonable bearing in mind that:
- 12.10.1 the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the quality, state, condition, performance and functionality of the Lots which are sold under these Conditions of Sale, their fitness and suitability for any particular or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the Buyer may not acquire title and the fact that the Buyer may have no or limited remedy under the Conditions of Sale should that happen;
- 12.10.2 the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in the Conditions of Sale would be recognised as being fully effective by the courts and the Seller making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;
- 12.10.3 the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lots.
13. **Application of the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – this applies only where the Buyer is a Consumer**
- 13.1 General Condition 13 only applies where the Buyer is a Consumer.
- 13.2 Except to the extent set out in Section 2(6) of the Consumer Rights Act 2015, the Buyer is not a consumer for the purposes of Chapter 2 of the Consumer Rights Act 2015 in relation to a Lot if the goods comprising that Lot are second hand goods sold at Public Auction and the Buyer has the opportunity of attending the sale in person.
- 13.3 The Buyer acknowledges that there are no cancellation rights under the Consumer Contracts Regulations in respect of goods sold at a Public Auction.
- 13.4 If the Consumer Contracts Regulations apply to the Sale, the Buyer may exercise its cancellation rights in terms of the Consumer Contracts Regulations. For more information on how to exercise rights under Consumer Contracts Regulations, the Buyer may refer to the Company's Compliance with Consumer Legislation Policy found at [Sanderson Weatherall Compliance with Consumer Legislation Policy](#).
14. **Variation**
- 14.1 Except as expressly provided in the Conditions of Sale, no amendment or variation of the Conditions of Sale will be effective unless it is in writing and signed by the parties.
15. **Waiver**
- 15.1 No failure or delay by a party to exercise any right or remedy provided under the Conditions of Sale or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided by law or under the Conditions of Sale will preclude or restrict the further exercise of that or any other right or remedy.
16. **Severance**
- 16.1 If any provision or part-provision of the Conditions of Sale is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition will not affect the validity of enforceability of the rest of the Conditions of Sale.
17. **Third Party Rights**
- 17.1 The Seller may enforce the Conditions of Sale against the Buyer under the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to rescind or vary the Conditions of Sale are not subject to the consent of any other person.
18. **Entire Agreement**
- 18.1 The parties agree that these General Conditions, the Special Conditions and the Catalogue constitute the entire agreement between them and supersedes all previous drafts agreements, arrangements and understandings between them, whether oral or written. This General Condition shall not apply where the Buyer is a Consumer.
19. **Jurisdiction and Governing Law**
- 19.1 The Conditions of Sale and any dispute or claim arising out of or in connection with the Conditions of Sale or its subject matter or contracts formed under the Conditions of Sale (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales.
- 19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Conditions of Sale or their subject matter or contract formed under the Conditions of Sale (including non-contractual disputes or claim).
- 19.3 However, when the Buyer is acting as a Consumer, the parties agree that if the Buyer is resident in a part of the United Kingdom other than England and Wales, the law of that part of the United Kingdom will apply to the Conditions of Sale and any dispute between the parties arising out of or in connection with the Conditions of Sale (including non-contractual disputes or claims) will be dealt with by the courts located there.

SPECIAL CONDITIONS OF SALE

Seller:

On the instructions of the Directors of Guttercrest Ltd, equipment surplus to requirements and other vendor

Location:

Queen Elizabeth Drive, Oswestry, Shropshire, SY11 2UQ, UK

Directions:

<https://w3w.co/disposal.cemented.gurgling>

This 3 word address refers to an exact 3m x 3m location. Tap the link or enter the 3 words into the free what3words app to find it.

Viewing:

Strictly by appointment with the Auctioneers.

Access to the Location is allowed on the understanding that all persons attend the Location entirely at their own risk and are responsible for and will indemnify the Seller and the Company against any losses damage or claims occasioned by their presence at the Location.

Children under the age of 16 will not be allowed access to the Location.

Registration:

All bidders must register their details with the Company and provide identification where required. In the case of Live Auctions by way of the registration form provided at the Live Auction or in the Catalogue and in the case of Online Auctions, online at the Website www.bidspotter.co.uk and sw.co.uk

Administration Fee:

We reserve the right to charge a fee of £25.00 plus VAT to change name and address details on invoices. To avoid this fee please ensure that the information is correct at point of registration on Bidspotter.

Bidding:

The General Conditions and the Special Conditions apply to all Sales by way of Auction, private treaty and tender and in the case of any Bids placed by way of an Online Auction stress that all Bidders must read and understand Bidspotter's terms and conditions of registration at www.bidspotter.co.uk and sw.co.uk.

At the close of the timed Online Auction Sale, final Bid figures will be submitted to the Seller for its approval and any Bid shall be subject to approval and acceptance by the Company and/ or the Seller. Bid acceptance may be subject to the bidder passing relevant identity/ due diligence checks performed by the Company and/ or the seller. No Bid may be withdrawn and the Company/ Seller does not bind itself to accept the highest Bid or any other Bid placed in the course of the Online Auction Sale.

All lots are sold as seen and where lying. It is assumed that all bidders have viewed lots to their satisfaction prior to bidding. No allowance of any kinds whatsoever will be made as a result of failure to view. We strongly advise bidders not to bid on any lot if they have not viewed to their satisfaction first. Our descriptions, dimensions and photographs are not sufficient to wholly rely upon for the purposes of bidding.

Buyer's Premium:

Buyers will pay a Buyer's premium of 5% (plus VAT) of the purchase price for each Lot purchased whether by Auction or, private treaty or tender. The Buyer's Premium is payable by the Buyer to the Company in accordance with the General Conditions and, for the avoidance of doubt is payable in addition to the purchase price for the Lot. The Buyer's Premium is not negotiable and is payable by all Buyers.

Deposit:

Buyers shall pay a deposit of 25% (plus VAT) of the purchase price for each Lot purchased as requested by the Company pursuant to the General Conditions and these Special Conditions.

Payment:

All Lots shall be paid for in full within **48 hours (two working days) of the invoice date** and shall be at the Buyer's risk immediately upon the conclusion of the sale.

Telegraphic Transfer - Bank details for telegraphic transfer:

Account: Sanderson Weatherall LLP P & M Clients Account

Bank: Barclays Bank, Albion Street, Leeds

Sort Code: 20-48-46

Account Number: 10931950

SWIFTCODE – BARCGB22

IBANGB84BARC20484610931950

Cash - In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £7,500 will not, in any circumstances, be accepted.

Bankers Draft/ Cheques: (made payable to Sanderson Weatherall LLP) will only be accepted on the basis that any Lots are not removed until cleared funds are in the Company's client account.

Debit Cards: The Company accepts debit cards for payment of invoices (maximum £2,500). The Company does not accept credit cards for payment of invoices.

All sums payable under the General Conditions and these Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company.

Registrations / Licenses / Transfer Fees:

Purchaser is responsible for ongoing / transfer costs.

Clearance:

All lots must be cleared without fail by 4pm FRIDAY 17 JULY 2026, such date and time being the Clearance Date and Time as referred to in the General Conditions, REMOVAL OF ALL LOTS WILL BE STRICTLY BY APPOINTMENT, please see the Company's invoice for contact details.

Collection from site is the Buyer's responsibility, the Company/Seller do not provide a packing/ delivery service.

Reserve Removal:

Lots sold subject to a reserve removal will either be indicated in the Catalogue with the date of availability or will be identified by the Auctioneer at the point of Sale. A Deposit will be payable as with other lots but in this instance payment in full can be left until five (5) working days prior to availability. Unless specified to the contrary such Lots must be removed from the Location not later than the Clearance Date and Time specified for final removal in these Special Conditions.

Fire Alarm:

In case of a fire alarm all visitors and contractors are to exit buildings and report to the Muster Point.

Smoking:

No smoking on site. Food and Drink is only to be consumed in designated areas.

Safety:

All persons including Buyers, their employees, agents, representatives and contractors are reminded that they are responsible for their own safety on site and enter at their own risk and should take the precaution of wearing protective clothing as appropriate.

Finance:

If Buyers wish to purchase Lots with the help of a finance company they should make arrangements well in advance of the Sale to ensure that they are able to make payment in accordance with the General Conditions.

Overseas Buyers:

Overseas Buyers should ensure that the country to which the items are destined: -

- holds no import restrictions on the goods to be purchased;
- has no import licence restrictions or a restriction on currency allocation;
- has no prolonged inspection procedure which might cause excess delay or refusal in allowing your goods to be imported.

Overseas Buyers will receive a fully descriptive invoice in order that they may arrange payment as soon as possible with the Company's bank, Barclays Bank, Albion Street, Leeds.

Overseas Buyers should employ a suitable freight forwarding organisation. Please note that many of the machinery removal companies in the United Kingdom are not necessarily freight forwarders. The Seller and/ or Company will be pleased to advise accordingly.

The Company makes no representation and accepts no liability whatsoever to any Buyer in respect of the issuance or validity of any exportation or importation permits or the existence and exercise of exportation or importation regulations or any compulsory purchasing regimes.

VAT Payments and Returns:

All overseas Buyers (EU and non-EU) will be charged VAT at the current rate on each Lot purchased. This will be refunded to the overseas Buyer as soon as the Seller receives a copy of the bill of lading or certificate of shipment (showing descriptive detailed information of goods exported) as proof of export, providing this documentation is received within 3 months of the sale date. The Seller is unable to refund the VAT on the Buyer's Premium. Buyers are responsible for the payment of any export or import duties or tariffs that may apply.

SW LLP Economic Operator Registration and Identification (EORI) GB945674483000 - XI945674483000.

All lots are sold Ex Works (EXW) from collection address stated on invoice and/ or collection note.

Neither Sanderson Weatherall LLP or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent. All overseas buyers are advised to engage the services of a freight forwarding agent, who should arrange and effect the appropriate export documentation.

Any phytosanitary certification and other documentation that may be required to export lots overseas are strictly the sole responsibility of the purchaser.

Access to site is subject to current government & local guidelines. Any person wishing to access any site must have full PPE and an appropriate mask / face covering. Failure to comply with the above is likely to result in refusal of access.

V.27.02.26

Lot Number	Lot Description	Lot Number	Lot Description
	All lots are sold as seen and where lying. It is assumed that all bidders have viewed lots to their satisfaction prior to bidding. No allowance of any kind whatsoever will be made as a result of failure to view. We strongly advise bidders not to bid on any lot if they have not viewed to their satisfaction first. Our descriptions and photographs are not sufficient to wholly rely upon for the purposes of bidding	12	Mercedes 316CDI - L3 H2 Sprinter 3.5 Tonne Automatic Diesel Panel Van, registration no. AY66 RKX, indicated mileage 82,705 (at time of listing), date first registered 11/2016, tested to 30/11/2026 (Vendors comments - private plate GCR 35T not included in the sale, will be de-stickered prior to collection and high spec - auto / sat nav etc.)
1	Haas VF3SS 3 Axis Machining Centre, serial no. 1088051, year of manufacture 2011	13	Mercedes-Benz 317CDI - L3 H2 Sprinter 3.5 Tonne Diesel Premium Van, registration no. BG72 AYC, indicated mileage 232,794 (at time of last MOT - 26/11/2025), date first registered 30/11/2022, tested to 29/11/2026
2	Format 4 Profit H10 CNC Machining Centre, serial no. 3200200314, year of manufacture 2014 (vendors comments - machine is decommissioned - ready to load onto transport, vendor will load onto purchasers transport)	14	Mercedes-Benz Sprinter High top Van
3	Tekna TKE 743-4016 3 Axis CNC Machining Centre, serial no. TK203819, with 12 place auto tool station, tool setter, vacuum table, access travel, Y axis 1600mm, X axis 4000mm, 24,000 rpm spindle, 10kW, safety light barrier, retractable work stops, Cam software, running Fanuc control (vendors comments - machine is decommissioned - ready to load transport, vendor will load onto purchasers transport)	15	Mercedes-Benz 317CDI Sprinter Automatic Diesel Flatbed Dropside Pickup, registration no. BU22 WRJ, indicated mileage 230,412 (at time of listing), date first registered 03/2022, tested to 23/02/2027 (Vendors comments - High Spec (Auto Satnav etc) - See spec sheet, good condition and fully functional)
4	AXYZ 6030 ATC CNC Router (panel builder machine), serial no. 5684-5574, bed size 2.1m x 10m, with vacuum bed and auto tool changer, lot location Brynmawr (vendors comments - machine is decommissioned - ready to load transport, vendor will load onto purchasers transport)	16	Mercedes-Benz 317CDI Sprinter 3.5 Tonne Automatic Diesel Flatbed Dropside Pickup, registration no. BU22 WRG, indicated mileage 248,044 (at time of listing), date first registered 03/2022, tested to 26/02/2027 (Vendors comments - High Spec (Auto Satnav etc) - See spec sheet, good condition and fully functional)
5	Datron M8 CAT 3D CNC Machining/ Milling Machine, serial no. 801222, year of manufacture 2006, with tool changer and tool probe	20	Niftylift HR15 Mobile Elevating Work Platform, serial no. 1520055, year of manufacture 2009 (vendors comments - all new batteries)
6	Panasonic TA1400 Twin Robotic Mig Welding Cell, year of manufacture 2010, with rotary table and quick release trunnion table (vendors comments - very little use)	21	Niftylift HR15 Mobile Elevating Work Platform, serial no. 1520167, year of manufacture 2010 (vendors comments - all new batteries)
7	ABB Robotic Welding Cell, serial no. 29028, year of manufacture 2014, with thornius welding, mig welder and twin pallet	22	Skyjack SJ8841 Electric Scissor Lift / Access Platform, serial no. 40000034, platform height 12.5m
8	Geka HYD55 Metalworker, serial no. 192417, year of manufacture 2019	23	Kawasaki Mule Pro DX Diesel 4 x 4 Utility Vehicle, year of manufacture 2020, with tipper back
11	Mercedes-Benz 317CDI - L2 H1 Sprinter 3.5 Tonne Automatic Diesel Panel Van, registration no. BG72 AWA, indicated mileage 218,258 (at time of listing), date first registered 11/2022, tested to 29/11/2026 (Vendors comments - High Spec (Auto Satnav etc) - See spec sheet, good condition and fully functional)	24	Spider Mini II Professional Remote Controlled Mower
		25	Tarravac Suction Cleaner
		26	Primex 800 Bowser
		27	Western 950 litre Towable Diesel Bowser, serial no. 4631-3217-1787
		28	Western 950 litre Diesel Bowser, serial no. 15004435
		29	Fuelproof 900 litre Diesel Bowser, serial no. 26817
		30	Still LTX 70 Electric Tug/ Towing Vehicle / Tow Tractor, serial no. 12340F6, year of manufacture 2015

Lot Number	Lot Description	Lot Number	Lot Description
31	Still LTX 70 Electric Tug/ Towing Vehicle / Tow Tractor, serial no. 12740F6, year of manufacture 2015	55	Parker Zander KA-MT 25 Tank Drying System, serial no. 38322469, year of manufacture 2014
34	Emmegi 400 SCA P Upstroke Aluminium Saw, year of manufacture 2003	56	HPC Kaeser BSD 75 Rotary Screw Compressor, serial no. 1041, year of manufacture 2014
35	Elumatic KS101/30 Aluminium Saw, serial no. 1013040480, year of manufacture 2008	57	Iventair Twin Bag Dust Extractor
36	Technotrans Solutions 453585 Chilling Cooling System, serial no. 3505487, year of manufacture 2023 (vendors comments - brand new/ unused)	58	Abbott Compressor Tank, 3320 litre, serial no. A58532, year of manufacture 2015
37	MZ M640 Tool Grinder, serial no. 11198	59	Compressor Tank
38	KB3-400 CNC Reaming Machine	60	Paint Mixing System
39	Wheelabrator Extraction System	61	Two Mobile Fastening Trolleys, with contents and lin bins, lot location Brynmawr
40	Capitol Compactor	62	Work Platform, lot location Brynmawr
41	Mawera RZM 300 Heavy Duty Industrial Rotary Shredder	63	Work Platform, lot location Brynmawr
42	Gemini Cleaning Systems EFT-500 Stainless Steel Tank Cleaning System, serial no. 7780820	65	Stainless Steel Bike Racks, lot location Brynmawr
43	Kappa 81SA Automatic Textile Pinking/ Sample Cutting Machine, serial no. 5095	67	Five Security Bollards/ Removeable Posts, lot location Brynmawr
44	Ingersoll Rand D4200IN-A Compressor, serial no. 20M-006514, year of manufacture 2020	68	Seven Quadbox Modular Access Chamber Ducts, lot location Brynmawr
45	Iscar ShrinkIn CNC Tool Heat Shrink Machine	70	Strapping / Banding Machine, lot location Brynmawr
46	HPC Eco Dryer	71	Edwards 47125 Guillotine
47	Parker Hiross Dryer	72	Herbert 2D Capstan Lathe
48	Two Fans	73	Ward 2DB Capstan Lathe
49	Three Powermatic CecX2250-1 Fans, serial no. 387437-2	74	Hare Press
50	Three Powermatic CecX2250-1 Fans	75	Hare Press
51	Beko DRA1490-AC Drypoint RA Compressor/ Dryer, serial no. 140025806-14	76	Hare Press
52	Copy Router	77	Maggi Best 960 Radial Arm Saw
53	KK Baler/ Compactor	78	OMGA Radial 900/7 Radial Arm Saw, year of manufacture 2003
54	Baler	79	Stromab RS 650 Radial Arm Saw
		80	Serra TIPO-3 Stud Welder, serial no. 79093, year of manufacture 2014
		81	Serra Stud Welder, year of manufacture 2014
		82	Serra Stud Welder