

On behalf of the Administrators of SGM Contracts Limited — In Administration (Unless sold prior)

# 3 x MAJOR ONLINE AUCTIONS

## GROUND CARE & GARDEN MACHINERY



**OVER 500 LOTS OF USED AND EX-HIRE EQUIPMENT**



- LOTS INCLUDE**
- ◇ Forklift trucks ◇ Teletrucks
  - ◇ Turf Trucksters ◇ Leaf blowers
  - ◇ Chippers / Shredders ◇ Aerators
  - ◇ Utility Vehicles ◇ Stoneburiers
  - ◇ Rotary / Ride on & Gang Lawn Mowers ◇ Brush cutters
  - ◇ Hedgecutters ◇ Clearing saws
  - ◇ Seeders ◇ Top dressers
  - ◇ Post lifters ◇ Trailers ◇ Sprayers
  - ◇ Chainsaws ◇ Accessories
  - ◇ Spreaders ◇ Parts & Accessories
  - ◇ Maintenance & Workshop Equipment ◇ Motor vehicles
  - ◇ Etc..



For viewing locations email [SGMauktion@JPSsurveyors.co.uk](mailto:SGMauktion@JPSsurveyors.co.uk)

LOCATION	VIEW DATE	BID END
Stockport	19 Feb 2018	20 Feb 2018
Inverkeithing	21 Feb 2018	22 Feb 2018
Rotherham	28 Feb 2018	01 Mar 2018

**FOR FURTHER INFORMATION,  
PHOTOGRAPHS & BIDDING  
PLEASE SEE**

**[www.JPS.auction](http://www.JPS.auction)**

## Important information:

**SELLER:** JPS (Surveyors) Limited t/a JPS Chartered Surveyors are Auctioneers acting upon the instructions of the Administrators of SGM Contracts Limited & Others

**LOCATIONS:** Stockport, Greater Manchester; Inverkeithing, Fife and Rotherham, South Yorkshire - Addresses provided on request, please email [SGMauktion@JPSsurveyors.co.uk](mailto:SGMauktion@JPSsurveyors.co.uk)

**VIEWINGS:** The lots will be available to view **BY APPOINTMENT ONLY** as follows:

Stockport: 10.00 - 16.00 Monday 19 February 2018

Inverkeithing: 10.00 – 16.00 Wednesday 21 February 2018

Rotherham: 10.00 – 16.00 Wednesday 28 February 2018

**BIDDING: STARTS CLOSING from:**

Stockport: 13.00 Tuesday 20 February 2018

Inverkeithing: 13.00 Thursday 22 February 2018

Rotherham: 13.00 Thursday 01 March 2018

**\*\*Some assets are subject to finance. The finance companies have permitted us to include their assets in this sale but have asked advise the highest offers submitted in this sale prior to us accepting them on their behalf. Invoices will be issued accepting offers within 24 hours of the final lot ending (hopefully sooner).**

**PAYMENT DEADLINE:** Full and cleared payment is due by:

Stockport: 16.00 Friday 23 February 2018

Inverkeithing: 16.00 Friday 23 February 2018

Rotherham: 16.00 Friday 02 March 2018

**CLEARANCE:** Clearance will take place between 9.30 and 16.00:

Stockport: Friday 23, Monday 26 and Tuesday 27 February 2018 **ONLY**

Inverkeithing: Tuesday 27 February to Thursday 01 March 2018 **ONLY**

Rotherham: Monday 05 March to Wednesday 07 March 2018 **ONLY**

**Please ensure you have read the further details below and our full terms and conditions of the sale by downloading the auction catalogue or by clicking on the auctioneer`s terms link on the sale page.**

**Contact Details: Phone: +44 (0) 161 767 8001 - Email: [ASSETtrail@jpssurveyors.co.uk](mailto:ASSETtrail@jpssurveyors.co.uk)**

## VIEWING

- To obtain the address to attend the view, please email [SGMauktion@JPSsurveyors.co.uk](mailto:SGMauktion@JPSsurveyors.co.uk) stating the persons to attend. We will respond with further information.
- Access to the Location is allowed on the understanding that viewers 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.
- Photographic ID along with proof of address must be provided upon entry to the site and JPS Chartered Surveyors may take a copy of the photo ID
- Children under the age of 16 will also not be allowed access

## PAYMENT TERMS

Lots purchased may only be removed upon receipt by the Auctioneer of CLEARED FUNDS by the method detailed below.

- Debit and credit card payments are accepted at no extra cost through the Bidspotter platform. Debit card payments cannot be taken over the telephone.
- Direct Bank Transfer: Please mark your payment with your invoice number for reference purposes.
- Cash: We do not accept cash payments.

*Where payment is not received by the stated payment deadline, JPS Chartered Surveyors reserve the right to charge the payment card registered with Bidspotter for the full amount outstanding, including card transaction fees where applicable, or cancel the sale.*

## **COLLECTION**

- If you have any queries regarding the collection period please contact us on 0161 767 8001.
- Goods must be collected in the stated times and, even though payment will be charged to a card, where necessary, and will be abandoned on site, unless alternative arrangements are agreed prior.
- During busy periods, access to the site may be restricted on the grounds of health and safety and the security of the lots. Please ensure that you make appropriate arrangements through the auctioneers to ensure that you are able to comply with the clearance deadline for removal of lots from the site.
- Please be aware it is the Buyer's responsibility to assess and provide the necessary equipment, manpower and specialist services, where required, to remove and load each lot purchased. The Auctioneer shall have no obligation to assist in such removal or loading. The Buyer agrees that neither the Auctioneer, Seller, nor its agents, will be liable for any claims and/or costs arising for the hire and /or use of any equipment, demurrage or contractors required by the Buyer to remove the lots.

## **REGISTRATION**

- All potential bidders will be required to initially register on [www.Bidspotter.co.uk](http://www.Bidspotter.co.uk) and then on each sale. To bid in an individual auction, bidders should click on the auction they wish to register for. On the right hand side under the heading "my Bid Spotter.co.uk" there are a number of options where bidders can sign up for the auction, read the auctioneers terms and conditions or contact BidSpotter's live auction support team.
- If signing up for an auction, bidders will be asked to input their credit card details, billing information and confirm that they have read and accept the auctioneer's terms and conditions. The Auctioneer and its agents will verify the details provided by prospective bidders. The credit card billing address must match the registration details for a bidder to be approved.
- The Auctioneers reserve the right to refuse any person from bidding on the auction.

## **CONDITIONS OF SALE**

- The ASSETtrail @ JPS Chartered Surveyors General Conditions and the Special Conditions apply to the Sale.
- All Bidders must read and understand BidSpotter's terms and conditions of registration at [www.bidspotter.co.uk](http://www.bidspotter.co.uk). Bidders are deemed to have read and understood these all of these conditions prior to bidding.
- The ASSETtrail @ JPS Chartered Surveyors General Conditions and the Special Conditions apply to the Sale.
- All Bidders must read and understand Bidspotter's terms and conditions of registration at [www.bidspotter.co.uk](http://www.bidspotter.co.uk). Bidders are deemed to have read and understood these all of these conditions prior to bidding.

## **BUYERS PREMIUM**

The purchaser will pay a buyer's premium of 17% Plus VAT which will be charged on all lots in addition to the final bid price. The premium is not negotiable and is payable by all buyers.

## **VALUE ADDED TAX**

- Purchasers will be charged Value Added Tax on all lots where applicable, at the current rates. Value Added Tax will be exclusive of the final winning bid and will be added after the auction close.

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 lading as proof of export, providing this documentation is received within 3 months of the sale date and notification of the intended export is received within 3 days of the sale.

**CONDITIONS OF SALE Standard conditions for sale of goods by tender / private treaty / on-line auction-style sales**

1. **Definitions**  
"We" or "Us" or "Our" means JPS (Surveyors) Limited (Company Number 5017249) whose registered Office is WORTH House, Unit 32, Stanley Road, Whitefield, Manchester, M45 8QX;  
"Buyer" means the person firm or company who purchases the Goods from Us;  
"Buyer's Email Address" means the email address that the Buyer uses when confirming the purchase on the Website.  
"Contract" means any contract between the Vendor acting by Us (as agents only) and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;  
"Expenses" means in relation to the sale of any Goods, Our charges and expenses, including but not limited to legal expenses, charges for insurance, listing fees, customs duties, packing or shipping costs, taxes, costs of testing, searches or enquiries relating to any Goods or costs of collection from a defaulting Buyer plus an amount in lieu of VAT if applicable on any expense incurred.  
"Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Vendor (including any parts or parts of them);  
"Vendor" means the person(s), firm or corporation from or through whom instructions for sale of the Goods have been received by the Auctioneers;  
"Website" www.assettrail.com or such other website that you are directed to that is managed by us;

2. **Application of Terms**  
2.1 The Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or any other document.)  
2.2 Nothing in this clause 2 operates to limit or exclude any liability for fraud.

3. **Our Capacity**  
We sell as agents only for the Vendor (except where they are stated wholly or partly to own any Goods as principal) and as such are not responsible for any default by the Vendor or the Buyer.

4. **Buyer's Obligations to Inspect**  
All Goods are sold with all faults and imperfections and errors of description. Illustrations in catalogues are for general identification only. Buyers should satisfy themselves prior to the purchase as to the condition of the Goods. Any statement by Us as to the Goods is a statement of opinion only and every person should rely on his own judgement as to all matters affecting the Goods.

5. **Exclusion of Liability**  
5.1 Neither Us nor the Vendor or any of our servants or agents is responsible for errors of description or for the authenticity of any Goods or for any misstatement as to any matter affecting the Goods. Neither Us nor the Vendor or any of our servants or agents makes or gives, nor has any person in our employment any authority to make or give, any representation or warranty in relation to any Goods and save as precluded by law any implied conditions or warranties are excluded.  
5.2 For the avoidance of doubt, no Goods (the nature of which are motor vehicles) are warranted or held out to be road worthy and save as precluded by law no Goods are warranted or held out to be of satisfactory quality, fit for their purpose, safe for use or complying with any statutory requirements for use, display or movement.  
5.3 The Buyer acknowledges and agrees that all terms implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and any other statutorily implied terms as to satisfactory quality and fitness for purpose are save as precluded by law expressly excluded and the Buyer shall not seek to rely upon any conditions or warranties implied thereby.  
5.4 No representations or warranties are made by either Us or the Vendor as to whether any Goods are subject to copyright, nor as to whether the Buyer acquires any copyright in any Goods sold.  
5.5 Every person on Our premises before during or after the sale shall be deemed to be there at his own risk and with notice of the condition of the premises and their contents. Such persons shall have no claim against Us in respect of any injury sustained or any accident which may occur from any cause whatsoever.  
5.6 Notwithstanding the foregoing nothing in these terms and conditions is intended to limit any rights the Buyer might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way where the Buyer has rights under the Contract as a consumer exclude or limit Our liability to the Buyer for any death or personal injury resulting from Our negligence.  
5.7 Nothing in this clause 5 operates to limit or exclude any liability for fraud.

6. **Limitation on claims**  
Without prejudice to the provisions of clause 5 above, and save insofar as it relates to any liability which the Auctioneers may have for personal injury or death, any claim against the Auctioneers by the Buyer shall be limited to the purchase price actually paid by the Buyer to the Auctioneers with regard to the Goods.

7. **Sale by Online Auction-Style Listings**  
7.1 Contract Where sale of the Goods is by online auction-style listings: 7.1.1 Any prospective buyer submitting a bid shall do so by entering the maximum price the prospective buyer is prepared to pay for the Goods into the bid box and thereafter confirming the bid. The confirmation of the bid by the prospective buyer shall constitute a formal offer to purchase on the Goods up to the maximum bid price.  
7.1.2 The Contract shall be concluded by the acceptance by Us of the successful bid following the conclusion of the auction-style listing after the prospective buyer has been directed the Website and registered and submitted the Buyer's details as requested.  
7.1.3 Notification of conclusion of the Contract shall be sent to the successful Buyer to the Buyer's Email Address together with an invoice for the Goods.

8. **Sale of Goods by private treaty**  
Where the sale of the Goods is not by auction-style listing the sale is by private treaty. The Contract for sale of goods by private treaty will be concluded upon the Buyer confirming the order as directed on the Website and upon Us thereafter sending an invoice for the Goods to the Buyer's Email Address. Or, the sale is concluded upon the issuing of a request for payment where a sale follows the receipt of an offer which is accepted.

9. **Terms of Payment**  
Payment of the price for the Goods is due within 7 days after the date of the Our invoice, unless agreed and stated otherwise. Payment shall be made by any of the permitted methods referred to in the listing and payment will not be deemed to have been made until the We are in receipt of cash or cleared funds.

10. **Remedies for non-payment**  
10.1 If the total amount due for the Goods is not paid in accordance with Clause 9, We shall have the discretion, and without prejudice to any other rights We and the Vendor may have, be entitled, both on Our own behalf and as agent for the Vendor to exercise anyone or more of the following rights or remedies:  
10.1.1 commence proceedings against the Buyer for damages for breach of contract  
10.1.2 rescind the contract;

10.1.3 apply any payments made by the Buyer to Us as part of the total purchase price or otherwise towards any costs or Expenses incurred in connection with the sale and or resale of the lot;

10.1.4 apply any payments made by the Buyer to Us as part of the total purchase price or otherwise towards any debts owed by the Buyer to Us in respect of any other transaction;

10.1.5 arrange and carry out a resale of the Goods by public auction or private sale in mitigation of the debt owed by the Buyer to Us. The net sale proceeds shall be applied in reduction of the Buyer's debt. If a resale results in a lower price than the original purchase price under the Contract, then both Us and the Vendor shall be entitled to claim the balance from the Buyer together with any costs and Expenses incurred in connection with the resale. If the resale results in a higher price than the original purchase price under the Contract then the surplus shall be paid to the Vendor. In such case the Buyer waives any claim it may have to title to the Goods and agrees that any resale price shall be deemed commercially reasonable;

10.1.6 exercise a lien over any of the Buyer's property which is in Our possession for any reason until payment of all outstanding amounts due to Us by the Buyer have been paid in full. If the amount outstanding then remains unpaid for 14 days following notice being sent to the Buyer's Email Address by Us of the exercise of the Lien, then We shall be entitled to sell such property in accordance with Clause 10.1.5 above;

10.1.7 charge the Buyer Our and the Vendor's reasonable legal and administrative costs;

10.1.8 charge the Buyer interest at a rate of 5% per annum above the base rate of Barclays Bank Plc from time to time due on the total purchase price under the Contract or any outstanding balance thereof to the extent that it remains unpaid of the date for payment;

10.1.9 insure, remove and store the Goods either at Our premises or elsewhere at the sole risk and expense of the Buyer.

11. **Risk and Title**  
11.1 The Goods shall be at the Buyer's risk from the date of the Our invoice.  
11.2 Ownership of the Goods shall not pass to the Buyer until We have received in full (cash or cleared funds), all sums due to it in respect of:  
11.2.1 the Goods; and  
11.2.2 all the other sums which are or which become due to Us from the Buyer on any account.  
11.3 No warranty is given by Us that the Vendor owns or is entitled to pass good title to any lot.

12. **Collection or Delivery**  
12.1 Subject to clause 12.2 We will deliver the Goods to the Buyer to the address provided by the Buyer following receipt in full (cash or cleared funds) all sums due in respect of:  
12.1.1 the Goods;  
12.2.2 any applicable delivery charges as set out in our listing;  
12.2 it might not be possible for us to deliver to some locations (as maybe referred to in the listing) in which event unless the Buyer arranges to collect the Goods from Us within 7 days of payment We reserve the right to cancel the contract between us. The Buyer shall not remove any Goods at the time of sale until such time as payment of the total purchase price has been made in full in accordance with Clause 9 above.  
12.3 Failure to remove the Goods by the specified date in accordance with Clause 12.2 above will result in the Buyer being liable for storage or removal charges whether or not the Goods have been paid for and We shall be entitled to pursue, inter alia, any of the action set out at clause 10 above.

13. **Purchase of Motor Vehicle**  
The Buyer of any motor vehicle is responsible for complying with all legal requirements as to the construction and use of that vehicle and for obtaining all certificates, permits or other authorisations necessary before that vehicle can be used on any road.

14. **Health and Safety At Work Etc Act 1974**  
14.1 Its is expressly brought to the Buyer's attention that:  
at the time of sale any items of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work etc Act 1974 or any other Act or Acts or Regulations thereunder governing the use of that plant, machinery or equipment in a working environment. A Buyer of any such plant, machinery or equipment is hereunder required to ensure that the use of the same at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.  
14.2 certain types of plant, or main service installations could contain blue and white asbestos, dangerous chemicals etc, which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work etc Act 1974 or any other current legislation covering the use of such substances in a working environment.

15. **Right for Buyer to cancel Contract**  
15.1 If the sale is by private treaty and not an auction sale and the Buyer is a consumer then:  
The Buyer may cancel the Contract with Us for the Goods at any time up to the end of the seventh working day from the date the Buyer receives the Goods. The Buyer does not need to give Us any reason for cancelling the Contract nor will the Buyer have to pay any penalty.  
15.2 The Buyer cannot cancel the Contract if the Goods are newspapers or magazines or if the Buyer has taken any audio or video recording or computer software out of the sealed package in which it was delivered to the Buyer.  
15.3 To cancel the Contract the Buyer must notify us in writing.  
15.4 If the Buyer has received the Goods before the Buyer cancels the Contract then unless under clause 15.2 the Buyer does not have a right to cancel the Buyer must send the Goods back to Our contact address at the Buyer's own cost and risk. If the Buyer cancels the Contract but We have already processed the Goods for delivery the Buyer must not unpack the Goods when they are received and must send the Goods back to Us at our contact address at the Buyer's own cost and risk as soon as possible.  
15.5 Once the Buyer has notified Us that the Buyer is cancelling the Contract, any sum debited to Us from the Buyer's credit card will be re-credited to the Buyer's account as soon as possible and in any event within 30 days of payment by the Buyer PROVIDED THAT the goods in question are returned by the Buyer and received by Us in the condition they were in when delivered to the Buyer. If the Buyer does not return the Goods delivered or does not pay the costs of delivery, We shall be entitled to deduct the direct costs of recovering the Goods from the amount to be re-credited to the Buyer.

16. **Severability**  
In the event that any provisions of these Conditions should be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.

17. **Jurisdiction**  
These conditions shall be governed by and construed in accordance with English law. All transactions to which these conditions apply and all connected matters shall also be governed by English Law.