



# TENDER DOCUMENT

By order of:  
**Phoenix Tavinor Engineering**  
due to a continuing investment programme



**TENDERS DUE: FRIDAY 28th FEBRUARY 2025 (12.00noon)**



**VIRTUAL / PHYSICAL VIEWING:  
FEBRUARY 2025  
- By Appointment only**

**AT: Lovell, Lichfield Road Industrial Estate,  
Tamworth, Staffordshire, B79 7TA.**

**Peaker Pattinson (Auctioneers) Ltd**

The Grange Offices, Aunby, Stamford, Lincs, PE9 4EE England  
Tel: +44 (0)1778 590111 Fax: +44 (0)1778 590730 Email: info@ppauctions.com



[www.ppauctions.com](http://www.ppauctions.com)



**Phoenix Tavinor Engineering - On-Line Tender Sale**  
**TENDERS DUE BY 12.00noon on FRIDAY 28th FEBRUARY 2025**

**VIEWING**

**Site Access:**

Please bring an acceptable form of photographic identification (UK Passport or UK Photographic Driving Licence), PPE including Safety Shoes, Safety Glasses, Hi Viz will be required to gain access to the site.

(No children under 16 years or animals will be allowed onto the sites)

**Viewing:**

**AT: Lovell, Lichfield Road Ind. Est., Tamworth, Staffordshire, B79 7TA. - By appointment with the Auctioneers only**

**ON-LINE BIDDING**

- 1) **Purchasers wishing to bid for any lot must first register on-line ([www.ppauctions.com](http://www.ppauctions.com)) and agree to abide by both the specific sale conditions (purchaser's terms) and the general terms & conditions.**
- 2) All quantities, dimensions, descriptions & photographs given in the catalogue, placed on the bidding pages or quoted by the Auctioneer **are approximate and for guidance only**, and no warranties are given or implied.
- 3) **Any bid** (acceptable to the auctioneer) **forms a legally binding contract and the purchaser is responsible for the lot or lots once confirmed by invoice from the Auctioneer.** Lots marked '(Delayed Collection)' may be used by the vendor until the release date. N.B. Lots are not transferable.
- 4) **VAT** is payable at the current rate on all lots and on the Buyer's Premium.
- 5) **Buyers Premium of 18% plus VAT** is payable on the bid price.
- 6) **All bids must be submitted on-line through our website or in writing by email / post / fax on the tender form. No verbal bids will be considered.**

**OTHER BIDDING METHODS**

Purchaser's unable to bid on-line may bid by the following methods:-

**A. Proxy Bids** - all bids must be submitted to the Auctioneers on our bid form (available on request / viewing day).

**B. Telephone Bids** - available by prior arrangement with the Auctioneers only (minimum £2,000.00)

**N.B. Bidding by any of the above methods forms a legally binding contract whether or not the lots have been viewed and regardless of any descriptive errors. Buyer's Premium is still payable.**

**PAYMENT**

- 1) **Payment** must be made in full within 3 Days upon receipt of invoice. A 20% deposit is required on delayed items. Invoices will be emailed within 3 working days of the final lot closing. Payment can be made by the following:-  
a] BACS / CHAPS Payment (preferred method) b] On-Line Personal UK debit cards Only: £500 Limit  
Title of the goods remains with the vendors until cleared funds have been received.

**REMOVAL**

***N.B. GOODS MAY ONLY BE COLLECTED AFTER CLEARED FUNDS HAVE BEEN RECEIVED AND ON PRODUCTION OF: THE ORIGINAL COLLECTION NOTE.***

**Clearance:**

**The preferred / chosen bidder(s) will be required to agree to exact payment and removal schedules prior to acceptance of any bids / offers. Due to the nature of the site, lots must be removed by prior appointment only (at least 48 hours notice - Tel: 01778 590111).**

Dates for clearance are Weekdays only. Times for clearance are 9.30am to 4.30pm Monday to Thursday & 9.30am to 12.00Noon Friday.

Where relevant risk assessments, method statements, removal plans, timing details, etc. must be supplied to the Auctioneers for their approval prior to any work commencing on site.

Where removal of equipment involves structural work "making good" will be the purchasers responsibility (**BTMG**).

Please Note: Certain items may have to be removed by approved contractors only.

**Loading:**

All Lots are deemed to be purchased '**where they are situated**' and in '**the condition as viewed**'. **All Preparation/ Dismantling/Slingsing/Lifting/Transportation etc.** of the equipment is the exclusive responsibility of the purchaser.

**Personnel / Equipment:**

All personnel intending to operate lifting / moving equipment on site must first produce to the Peaker Pattinson supervisor - **current operating licenses - current equipment certificates and proof of all relevant insurances.**

They will be expected to work to **The Vendors, Peaker Pattinson (Auctioneers) Ltd** and **current Health & safety regulations** and may be ordered off the site at any time for breach of these regulations.

*Peaker Pattinson (Auctioneers) Limited*

TEL: +44 (0)1778 590111    FAX: +44 (0)1778 590730    E-mail: [info@ppauctions.com](mailto:info@ppauctions.com)

## **TERMS & CONDITIONS**

1. Every Sale and these conditions of sale shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of English Courts.
2. The Company acts as Principals in respect of goods offered for sale and herein shall be known as the 'Auctioneers'. Persons instructing the Company to sell goods are herein known as the 'Clients'. Persons who have acquired lots offered for sale by the Auctioneers are herein known as the 'Purchasers'.
3. All persons attending a Sale under the conduct of the Auctioneers - whether on viewing day, sale day, or to remove equipment at the sale rooms or any other site - shall be deemed to be on the land and premises at their own risk and shall have no claim against the Auctioneers or their principals in respect of the cancellation / postponement of a Sale or any loss, accident or injury, however occasioned, save in so far as the same is proven to be caused by the direct negligence of an employee(s) of the Company.
4. The Auctioneers make every reasonable effort to ensure the accuracy of the Advertisements, catalogue / on-line descriptions, photographs and other publicity but except where specifically instructed so to certify by a Client, declare that all statements, oral or in writing, are those of opinion only, made without responsibility and shall not give rise to any action in law for damages, compensation or rescission of sale by a Purchaser, against any Client, the Auctioneers or their employees.
5. Many lots are of an age or nature, which preclude their being in pristine condition. Some catalogue / on-line descriptions may make reference to damage and / or restoration; however, omission of such a reference does not imply a lot is free from defects nor does any reference to a particular defect imply the absence of others.
6. Purchasers should therefore satisfy themselves by physical inspection of lots, before bidding, as to the origin, authenticity, quality, quantity, age, weight, size and general description - as lots are sold in their actual state with all faults, imperfections or errors of description & photographs. Any discrepancy over lots must be notified to the Auctioneers prior to removal.
7. Electrical / Mechanical goods are sold on the strict understanding that these are untested, without warranties or any guarantees as to serviceability or working order.
8. Persons handling lots do so at their own risk and shall make good all loss and damage howsoever sustained; such estimate of cost to be assessed by the Auctioneers whose decision shall be final.
9. In making a bid, Purchasers acknowledge their attention has been drawn to these Conditions of Sale and that they are satisfied as to the description, photographs and condition of lots.
10. Lots are sold subject to any announcement, declaration, alternation of description or other matters, made by the Auctioneers prior to the closure of the lots.
11. At the fall of the hammer, due Tender Date or on-line lot closing, the highest bidder, acceptable to the Auctioneers, shall be deemed to be the Purchaser. In all cases including on-line technical problems, any dispute shall be settled by the Auctioneers, whose decision shall be absolute and final. No lots shall be transferred.
12. The Auctioneers may divide, combine, add to or withdraw lots and make any catalogue alterations without notice or reason; they shall regulate bidding, accept or reject any bid (at their absolute discretion and without justification) and bid on behalf of the Client, where there is a reserve price or at their authorised discretion.
13. The Auctioneers shall not be responsible for default on the part of Clients or Purchasers. Any resultant deficiency, together with interest, costs and expenses, shall be made good by the defaulter, recoverable as and for liquidation damages. This condition is, however without prejudice to the right of the Auctioneers, in appropriate circumstances to enforce the Sale Contract if they think fit.
14. The Contract of Sale is made with the Auctioneers as Principal Agents for the Client and payment shall only be made to them. Notwithstanding the foregoing, the Auctioneers shall retain a lien on all goods, which shall not pass to the Purchaser until full payment has been received.
15. Payment must be made in full to the Auctioneers within 3 days of receipt of invoice by bank transfer (BACS / CHAPS - preferred method) or by UK debit cards for invoices up to £500 only; and goods will not be released / title of the goods will remain with the vendors until cleared funds have been received.
16. At the fall of the hammer or on acceptance of the Tender, Private Treaty or on-line auction, all lots shall be and remain, in every respect, at the absolute risk of the Purchaser, including those of fire, burglary, etc. and damage occasioned to lots by the removal of other goods.
17. Lots marked '(Delayed Collection)' may be used by the Client until the agreed release date. No responsibility will be taken for 'wear & tear' however breakages will be made good by the Client.
18. Purchasers shall pay for and remove lots at their own risk and expense within the specified period following the sale; after such time the Auctioneers reserve the right to scrap, or to resell uncollected lots with no refund being made to the purchaser. In addition they shall be subject to a daily charge per lot to cover storage, loading, transport, etc. and where applicable, interest on outstanding accounts will be levied at 4% above Barclays Bank Minimum Lending Rate. In all cases, the Auctioneers may act without notice and any incidental expenses incurred (including building clearance, penalty clauses etc.) will become a liability to the defaulter.
19. All bidders must be over the age of 18 years old and must have the express authority of the company or body to bid on their behalf. The Auctioneers reserve the right to refuse the highest bidder confirmation of purchase of any lot without reason or justification.
20. The Auctioneers reserve the right to cancel, postpone or re-run an on-line auction / tender in whole or part without reason or justification.
21. HEALTH AND SAFETY AT WORK ACT 1974 [Section 6(8)] Purchasers must take all necessary steps to ensure that equipment purchased is safe and without risks to health when it is re-installed, re-used, cleaned or maintained by a person at work. By accepting these terms and conditions the Purchaser agrees to relieve the Auctioneer and their Clients of any liabilities under section 6(1)(a) or 6(1A) of the Act, and accept that failure to facilitate all necessary safety requirements before taking the equipment into service may render the Purchaser liable to prosecution and / or a fine of up to £20,000 on summary conviction. (Note: It is a UK legal requirement that before work equipment can be taken into use it must comply with the Provision and Use of Work Equipment Regulations 1998 and any other relevant legislation).

*Peaker Pattinson (Auctioneers) Limited*

ALL TENDERS DUE: 12.00noon - FRIDAY 28TH FEBRUARY 2025.

LOT	DESCRIPTION	£GBP
1	DMG Mori NH5000 DCG CNC twin pallet horizontal machining centre, F31iB CNC control, 500x500mm pallet, BT40 spindle, 14,000rpm spindle, through spindle coolant, full 4th axis, 120 station ATC, tool brake check, swarf conveyor, Filtermist FX4002F mist extraction unit, Hydrajel M530-1000 high pressure coolant system, Eclipse magnetic filtration, s/n NH503211202 (2022)	
2		
2		
3		
4	Hexagon Metrology Global Lite CNC CMM, 1650x850mm granite bed, 820mm between columns, Hexagon probe & holder with PC, software & HH-C-V2.1 control (2022)	
5		

**THIS SECTION & EACH PAGE CONTAINING A TENDER MUST BE COMPLETED & SIGNED BY THE BIDDER.**

I / We confirm that I / we have read and understood both the general terms & conditions and the specific tender conditions supplied with this document, and will abide by these terms & conditions, should the tendered price be acceptable to the auctioneers.

COMPANY: \_\_\_\_\_ NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_ SIGNED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

EMAIL: \_\_\_\_\_

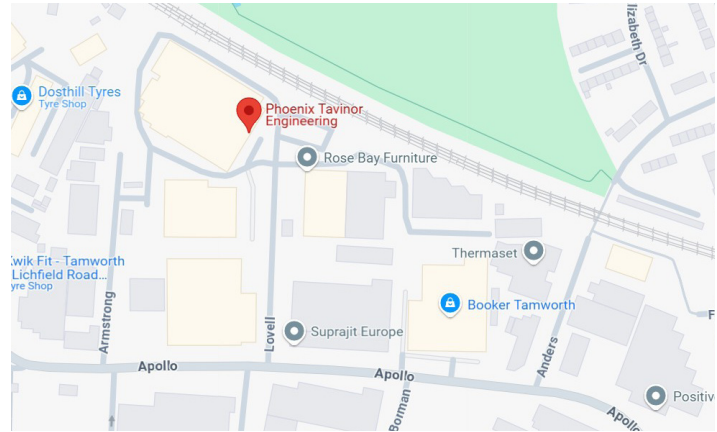




**Airport:**  
**Birmingham (18 miles)**

**Railway Station:**  
**Tamworth (2 miles)**

**Hotels:**  
**The Peel Aldergate - Tamworth**  
**+44 (0) 1827 67676**  
**Holiday Inn Express - Tamworth**  
**+44 (0) 1827 303220**  
**Premier Inn Tamworth Central hotel**  
**+44 (0) 333 321 9067**  
**Tamworth Arms, Hotel, Restaurant and Pub**  
**+44 (0) 1827 735369**



**Equipment for disposal  
 or valuation & disposal advice?  
 Call the team  
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 Email: info@ppauctions.com**

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 FEBRUARY 2025 -  
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**AT: The Works, Lovell, Lichfield Road  
 Industrial Estate, Tamworth,  
 Staffordshire, B79 7TA.**



**Buyers premium of 18% + VAT (at current UK rate) will be charged in addition on all lots**  
 (Exported items: Applicable VAT may be refunded on production of satisfactory shipping documents)

**PHOTOGRAPHIC IDENTITY WILL  
 BE REQUIRED FOR VIEWING**  
 Peaker Pattinson (Auctioneers) Ltd reserve  
 the right to sell equipment prior to the sale.

**PLEASE NOTE: ACCEPTANCE OF  
 OFFERS AND SUITABILITY OF  
 PURCHASERS FOR SOME OR ALL OF  
 THE EQUIPMENT IS AT THE EXCLUSIVE  
 DISCRETION OF THE VENDORS.**

**IMPORTANT NOTE:**  
 All information supplied by the auctioneer in promotional material, catalogues etc.  
 is provided in good faith but may not be correct. No liability is accepted by the auctioneer  
 or their Clients for incorrect information and it is the responsibility of the purchaser to  
 satisfy themselves by physical inspection with regard to: General description, measurement,  
 location, age, general conditions, environmental or health and safety conditions,  
 removal requirements etc.  
 Purchasers who do not inspect (including online bidders) are deemed to  
 have waived the right to this facility and all sales are deemed to be  
 'as inspected' and 'as is, in situ.'  
 Any bid is accepted on the above basis only and all terms  
 are governed by English law.

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