

On The Instructions of Mr. David Breen  
Of  
David M. Breen & Co. Chartered Accountants  
RE : P D Flaherty Transport, Storage and Logistics Limited (In  
Voluntary Liquidation)

For Sale By **TENDER** (In Lots)

## TRACTOR UNITS & TRAILERS



**TENDER:** To be received by 5.00 PM on FRIDAY 4<sup>th</sup> MAY 2018

**VIEWING:** Friday 4<sup>th</sup> May 2018 from 10.00AM – 1PM

**AT: Storage, Kilshane Cross, Ireland.**



**Industrial Auctioneers & Valuers**

7A Bridgecourt Office Park, Walkinstown Ave, Dublin 12, Ireland  
Tel 01-4508234 [phil@cooney.ie](mailto:phil@cooney.ie) [www.cooney.ie](http://www.cooney.ie)  
Cooney Industrial Auctions Limited PSRA Licence No.001585



# ***NOTICE TO PURCHASERS***

## **LOCATION**

The goods for sale are located at **Kilshane Cross, Dublin, Ireland**. Please contact our office for detailed instructions, or contact **+353 87 2248344** on day of viewing.

## **VIEWING**

The items on offer are available for viewing at the above premises on Friday 4<sup>th</sup> May 2018 from 10.00AM to 1.00PM. Viewing may be restricted at certain times for Health and Safety Reasons, or, at the utter discretion of the Auctioneers.

## **TENDER DATE**

All completed Tender Documents must be returned before **5.00PM on Friday 4<sup>th</sup> May 2018** these Documents should be **EMAILED ONLY TO** [tender@cooney.ie](mailto:tender@cooney.ie) or [phil@cooney.ie](mailto:phil@cooney.ie) .with originals to follow by post) All tenders must be accompanied by a **deposit equal of 20%** of the amount bid. In the event of a tender being unsuccessful such deposit as received shall be refunded in full to the tenderer.

## **ACCEPTANCE OF TENDERS**

All parties lodging tender documents will be notified on or before **Tuesday 8<sup>th</sup> May 2018** as to the success or failure in their tender.

## **FINAL PAYMENT & CLEARING**

All goods must be paid for in full by **Wednesday 9<sup>th</sup> May 2018** and removed from the premises **as scheduled no later than Wednesday 9<sup>th</sup> May 2018** as per the conditions of tender, payment will only be accepted in the form of, **EURO Bankers Draft or credit transfer (Details Below)**

Bank	Ulster Bank
Account Name	Cooney Industrial Auctions Ltd
<b>SWIFT CODE</b>	<b>ULSB IE 2D</b>
<b>IBAN No</b>	<b>IE05 ULSB 9859 4086 060139</b>

PLEASE INDICATE SALE BY 'NAME' ON TRANSFER 'PDFLA'.

## **MONEY LAUNDERING ACT**

Successful Bidder attentions are drawn to the terms of the money Laundering Act and are advised that Cooney Industrial Auctions Ltd. T/A Cooney are covered by the act and have reporting obligations

## **VALUE ADDED TAX**

**23% VAT** will be charged on all purchases made (WHERE APPROPRIATE) and will also be charged at the same rate on Auctioneers Fees.

## **AUCTIONEERS FEES**

**10%** of purchase price plus VAT at the rate of 23%, these fees are payable by all parties and are non-negotiable.

## **TENDER CONDITIONS**

All tenderers are strongly advised to read and fully acquaint themselves with the conditions of tender which are included in the Tender Documents. **Signing the tender form deems full acceptance of the conditions of tender** and in particular **that the lots are sold 'as is where is'** without any warranty whatsoever, expressed or implied.

### **TERMS AND CONDITIONS OF TENDER**

1. All offers are to be made in writing and submitted to Cooney Industrial Auctions Ltd by **5.00PM on Friday 4<sup>th</sup> May 2018**. Completed Tenders should be sent emailed to the Auctioneers (BIDS TO BE EMAILED TO [tender@cooney.ie](mailto:tender@cooney.ie) or [phil@cooney.ie](mailto:phil@cooney.ie)) with original to follow by post) All bids are to be made on the official tender document, this document should be completed and returned in full, with the Tender Form completed and signed. Each tender should be accompanied by a deposit in the form of **EURO** Bankers draft equal 20% of the amount tendered. All Tenders submitted remain open until **Friday 11<sup>th</sup> May 2018** up to which time it may not be withdrawn. These condition and the forms and schedules annexed thereto are to be treated as one document and read as such.
2. The successful Tenderer(s) whose tender(s) are accepted for particular lot(s) shall be the purchaser(s) thereof and shall be informed of acceptance no later than the close of business on **Tuesday 8<sup>th</sup> May 2018 (unless altered at the auctioneers discretion)**. Unsuccessful Tenders shall be informed of the failure of their bid(s) no later than the above date and any deposit shall be refunded in full and shall be sent in accordance with the detail indicated on their tender form. Notification of success or failure of bid shall be send by facsimile transmission, email, or may be notified by telephone or text message, the auctioneers the Liquidator and the vendor do not accept responsibility for tenders sent with inappropriate or unresponsive methods of communication and accept no responsibility for failure to notify.
3. The purchaser shall after notification of acceptance pay to **Cooney Industrial Auctions Ltd** no later than **Wednesday 9<sup>th</sup> May 2018** the balance of money due, this being the amount of the bids accepted plus VAT@23% thereon along with Auctioneers Fees at **10%** with VAT on these Fees @**23%** less any amount already paid as deposit. This amount shall be informed to the purchaser upon notification. In this regard time is of the essence of the contract. Purchasers are required to pay the balance of money due in **EURO** by means of **Bankers Draft or Credit Transfer only**. Credit Transfer Details are provided in the notice to Purchasers section of the catalogue. Payment must be made full before the dismantling or removal of lots.
4. The vendor is not obliged to accept the highest or any bid made for any Lot(s). The vendor will not consider conditional or provisional tenders. The vendor or their agents are permitted to negotiate with potential purchasers after the tender deadline and at their discretion accept tenders delivered after the tender deadline.
5. The purchaser shall be charged VAT on the amount of each lot at the rate of 23% or the rate applicable at the time of taxable delivery, unless the purchaser provides the Auctioneers with confirmation in writing from the revenue commissioners that the lot is exempt or Zero rated for VAT purposes. Purchasers shall pay Auctioneers commission at the rate of **10%** on the amount of their purchases with VAT thereon at the rate of 23% or the applicable rate. Should a purchaser be VAT registered outside the Republic of Ireland but within the EU they shall pay all VAT due to the Auctioneers and can obtain a refund from the Auctioneers upon the provision of proof of export of asset to their home country within the EU, a copy of their VAT registration certificate must be provided to the Auctioneers along with their tender.
6. Tenders submitted by a company or corporate entity must be signed by a director or company secretary and should state the capacity in which they sign it. Tenders submitted by a partnership shall be signed by a partner or on behalf of the partnership and should state the names of all partners to the partnership.
7. All purchaser will be afforded an opportunity to inspect the lots and shall be regarded as having thoroughly inspected and acquainted themselves with the condition and content of each lot purchased by them and that they have purchased each lot subject to all faults, deficiencies, imperfections and errors (if any) of description therein. No allowance whatsoever shall be allowed in respect of any such fault, imperfection, error or any difficulty of access. No warranty or representation is given or implied that any Lot, is of merchantable quality or that it is fit for the purpose for which it is intended or that any lot conforms to any description whether as to purpose, quality or quantity or otherwise notwithstanding that the vendor its agents or servants may know of any such purpose and it is a condition that any such warranty or representation (howsoever arising) is expressly excluded. Each purchase warrants that they do not deal or purchase as a consumer in relation to the vendor for any of the equipment and items comprising any lot and that they are purchasing or acquiring such equipment and items comprising any lot in the course of their trade, business or profession and that the exclusion of warranties as herein provided is reasonable. To this end the signature of the purchaser on the tender document is acceptance of this in relation to any lot(s) purchased. Each purchaser is hereby required to ensure

that the use of such equipment or items comprising a lot or lots in a place of work is fully in compliance with any relevant Act, Regulation or Statutory Instrument governing the safe and legal use of such equipment or item and hereby indemnifies the Vendor their servants or agents against any claim or action arising from their failure to do so.

8. Upon notification to successful purchasers each lot shall be at the sole risk of the purchaser. However title in each lot each lot shall pass only on the removal of goods from the premises, and after full and final payment. All purchasers are strongly advised to effect appropriate insurance on their goods while they remain on the premises. All Lots must be removed without fail from the premises at the purchaser's expense and in such order as the Auctioneers or their representative shall direct **not later than 5PM on Wednesday 9<sup>th</sup> May 2018**. After this time any Lot(s) remaining on the premises will be liable for rent, rates, taxes, men's wages and expenses, and will also be liable to be removed from the premises and left outside at the purchasers cost and risk in all respects. After payment has been made in full the purchaser shall be entitled to gain access to the necessary areas of the premises **on a scheduled basis on Wednesday 9<sup>th</sup> May 2018 (No Access at Weekends or on Bank Holidays) between the hours of 10.00 AM to 5.00 PM** for the purposes of dismantling and/or removing their lot(s). Purchasers will be informed of the dates available to them for removal at the time of notification, these dates must be strictly adhered to unless alternative arrangements are made with the Auctioneers in advance. Purchasers should note that time is of the essence in this regard. Neither the vendor nor the Auctioneer will be held responsible for any lot(s) while on the premises.
9. **NB All purchasers are hereby notified that all removals shall be supervised by the auctioneers and/or vendors and that in regard to the method and timing of removals the auctioneers and/or vendors directions must be adhered to and shall be final and binding on all parties.**
10. Any articles found in, on, under or near any lot(s) and not mentioned in this document as part of the lot shall be reserved by the Auctioneer for the vendor and are not be considered as part of any lot(s).
11. The purchaser shall disconnect all supports, pipe-work, cabling, switchgear and other fittings and connections to any lot where marked or as indicated by the Auctioneers or their representatives. The purchaser shall be responsible for all damage that it, its carriers, servants or agents may do to the premises or the property of a third party. The Auctioneers may require the purchaser to deposit such sum of money with them by way of security for making good all such damage as may be likely to be occasioned by the removal of a lot or lots. Should a purchaser refuse to lodge such moneys the Auctioneer may refuse the purchaser access to the premises for the purpose of collecting all or any of the lot(s) as purchased and Condition 17 of these conditions of tender shall apply. No use shall be made of the roof structure or any other part of the premises for lifting or other purposes in connection with removal of any lot(s). Should the purchaser have any requirements in relation to the removal of any barrier to the removal of their goods they will be required to submit a detailed plan for the removal and reinstatement of any such barrier which must be approved by the vendor and the auctioneer, all purchasers are so advised to fully inspect the location of their purchases prior to bidding.
12. No liability will be accepted by the Landlord, Vendor or the Auctioneers for personal injuries of any description and from whatsoever causes arising, sustained by any person whilst on the premises for the purpose of inspection or during the sale or whilst removing any lot(s) from the premises in connection with the sale. Each purchaser shall be responsible for and will realise indemnify the vendor, its agents and servants from and against any liability whatever in relation to each lot or otherwise for, personal injury to any person (whether fatal or otherwise), Loss or damage to any property, and, any other loss, damage, actions, proceedings, costs, claims, demands, expenses or charges however arising, present or future (except where the same shall be proved to have been caused solely by the negligence of the vendor its servants or agents). The purchaser shall maintain full and adequate insurance in respect of the risks specified in these conditions including without limitation, and shall if requested by the Auctioneers furnish satisfactory evidence of such insurance. Regardless, it shall be assumed at all times by the Vendor and the Auctioneers that this insurance cover is in place.
13. Each purchaser **shall at their own expense provide all vehicles, equipment and labour necessary for the safe and efficient removal of lots purchased by them.** This also includes any such resources required for satisfactory re-instatement of the premises. If in any case it shall be necessary for the purchaser to use cutting or lifting equipment for the removal of any lot, the purchaser shall prior to the use of any such equipment furnish the Auctioneers with evidence of insurance cover in respect of all damage that may be caused to the premises or any lot as a result of the use of such equipment.

14. **Children shall not be permitted to enter on the premises**, whether alone or accompanied by an adult at any time. Any child that obtains access to the premises by any means shall be deemed to be there at their own risk (or adults risk if accompanied by an adult). Having regard to the nature of the premises Such children or their guardians or parents shall have no claims against the vendor its servant or agents the Auctioneers in respect of any personal injuries sustained (whether fatal or otherwise) however caused or incurred.
15. The vendor its servants or agents shall not be liable for any loss, damage, or injury occasioned to any purchaser, their servants or agents or to any other person or other property which may be caused by any defects, imperfections, malfunctions in any lot or lots. Likewise the vendor its servants and agents shall not be liable for any loss, damage or injury caused to any person by contamination or noxious substances whether on the premises of the vendor or contained within any lot purchased by the purchaser.
16. The vendor reserves the right to alter, divide, group or withdraw any lot or lots before or after the tender date. The vendor reserves the right to sell any lot or lots prior to tender. In the event of any item being withdraw from sale the vendor their servants or agents shall not be liable for any costs or expenses incurred by the prospective purchaser. The vendor is not obliged to accept the highest or any bid for any lot or lots.
17. In the event of any dispute or difference arising concerning any lot or the interpretation of these conditions, the same shall be settled by the Auctioneers, whose decision shall be final and binding on all parties concerned.
18. If the purchaser shall make default in payment of their purchase money or neglect to comply fully with these conditions or any of them, all money paid by their servants or agents at the time of default or neglect shall be forfeited to the vendor. The vendor shall be at liberty to re-sell the lot or lots at such time and in a manner as they may deem proper without notice to the party or parties making default, either by public or private contract, and with any deficiency being payable immediately by the defaulting or negligent purchaser. In case of non-payment by the purchaser, any amount owing to the vendor shall be recoverable as and for liquidated damages. This condition shall not prejudice the right of the Vendor or the Auctioneers to enforce any contract made hereunder and the failure of the party whose tender(s) is accepted to pay in full within the time specified shall constitute a material breach of conditions entitling the vendor to terminate the contract or to sue the purchaser for specific performance, for damages or both. The vendor shall be entitled to interest on any balance of the purchase money remaining unpaid from the closing date, up to the date of actual completion at a rate of 20% per annum compounded on a calendar monthly basis.
19. Each Tender and any contract made hereunder shall in all respects be construed and executed in accordance with the laws of the Republic of Ireland.
20. Nothing within these Conditions or in any agreement or matter connected with these conditions shall in any way affect the Estate, person or property of the Agents or Vendors.
21. In this catalogue and tender document quantities relating to any lot(s) are given in good faith for guidance purposes only and purchasers must confirm any such quantities or amounts for themselves before completing and signing their Tender.
22. We would highlight that we are subject to the conditions of The Criminal Justice (MONEY LAUNDERING AND TERRORIST FINANCING) ACT 2010) and as such will have to report any suspicious transactions to the revenue commissioners and the Garda Siochana.
23. All additional sales completed after the tender sale are likewise subject generally to these conditions of Tender, likewise all or any additional notifications or conditions issued, appended or attached to these conditions should be treated as part of the conditions of Tender.

## **DEFINITIONS**

**Liquidator** means, Mr. David Breen in his capacity as Liquidator of the Vendor

**Vendor** means, P D Flaherty Transport, Storage and Logistics Limited (In Voluntary Liquidation)

**Auctioneer** means, Cooney Industrial Auctions Limited T/A Cooney PSRA Licence Number 001585.

**Bid** means An offer to purchase a lot or lots.

**Bidder** means, A person or entity who participates in the sale making offers to purchase a lot or lots.

**Buyer or Purchaser** means, The bidder whose bid(s) is a accepted in relation to lot.

**Premises** means The land & buildings at Kilshane Cross, Co Dublin where the items are stored and any other location(s) bearing property or equipment associated with the particular Sale.

**Landlord** means, A holder of superior title in the Premises, whose consent has been obtained by the Client or the sale of goods to take place at the Premises.

**Lot** means, A numbered and described item or items described in the catalogue.

**Catalogue** means, The list of lots for sale included in the sale.

**Terms & Conditions of Sale/Tender** means, the terms and conditions of sale specific to this sale as published in the Tender Document, along with any amendments, codicils or additional terms or conditions appended or applied to same in any way by the Auctioneers

**Auctioneers Commission** means a commission charged to the purchaser and/or Vendor or Client as a percentage of and additional to the bid. This may also be referred to as "Buyers Premium".

**Deposit** Means An amount equal to 20% of the total net bid which in the event of any tender being accepted will be regarded as a portion of the full amount due , otherwise refunded in full to the tenderer.

**Time Zone** All times referred to in these terms & conditions refer to local time in the Republic of Ireland, unless otherwise advised.

# TENDER FORM

(PLEASE COMPLETE FULLY)

To;  
**COONEY INDUSTRIAL AUCTIONS LTD. T/A COONEY**  
7A Bridgecourt Office Park,  
Walkinstown Ave  
Dublin 12, Ireland  
Fax 01 4569812

Email [phil@cooney.ie](mailto:phil@cooney.ie)

**RE: P D Flaherty Transport, Storage and Logistics Limited (In Voluntary Liquidation)**

I/We \_\_\_\_\_ Of \_\_\_\_\_

do hereby Tender the amount of € \_\_\_\_\_

I /We understand that 23% (or the appropriate rate) VAT on goods and 10% Auctioneers Commission & 23% VAT as outlined in the terms of Tender will be added to the amount of my Tender if successful.

I / We make this offer subject the terms and conditions of Tender as set in the attached conditions of Tender and hereby acknowledge our acceptance of same as being binding. This offer remains open until **5pm Friday 11<sup>th</sup> May 2018** up to which time it may not be withdrawn.

I / We enclose a EURO Bankers Draft or Cash being equal 20% of the amount tendered. In the event of my / our tender not being accepted this deposit shall be refunded in full. The Total amount of my / our deposit is € \_\_\_\_\_

## BLOCK CAPITALS PLEASE

NAME \_\_\_\_\_  
COMPANY \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
E-mail: \_\_\_\_\_  
TELEPHONE No. \_\_\_\_\_ VAT No. \_\_\_\_\_  
MOBILE No. \_\_\_\_\_

I have read and understood the conditions of Tender and hereby submit to be bound by same.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

LOT	DESCRIPTION	BID €
1	Scania R500 V8 4x2 tractor unit Reg No. 05 LM 866	
2	Scania R500 V8 4x2 tractor unit Reg No. 05 MN 977	
3	Scania R164 tractor unit Reg No. 03 D 75887	
4	Volvo FH12 4x2 tractor unit Reg No. 05 C 1207	
5	SDC Tri-Axle Curtain Side trailer No. AAA59657 (2005)	
6	SDC Tri-Axle Curtain Side trailer No. AAA59650	
7	SDC Tri-Axle Skeletal trailer No. 25834 (1998)	
8	Dennison Tri-Axle Sliding Skeletal trailer No.15605 (2004)	
9	Dennison Tri-Axle Skeletal trailer No.7331 (1999)	
10	Montracon Tri-Axle Skeletal trailer No. 13810 (1995)	
11	Dennison Tri-Axle Skeletal trailer No. 12663 (2003)	
12	Dennison Tri-Axle Skeletal trailer No. 13228 (2003)	
13	SDC Tri-Axle Sliding Skeletal trailer No. AED35598 (2002)	
14	Dennison Tri-Axle Sliding Skeletal trailer No. 15648 (2004)	
15	Freuhauf Tri-Axle Sliding Skeletal trailer No. PS596706 (1993)	
16	SDC Tri-Axle Flat trailer No. A21536 (1997)	
17	Dennison Tri-Axle Sliding Skeletal trailer No. 10583 (2001)	
18	Dennison Tri-Axle Sliding Skeletal trailer	
19	DAF 95 480 tractor unit (Partially Scrapped)	
20	Scania R500 tractor unit (Partially scrapped)	