

INVITATION TO BID



Agusta AW109C

SERIAL NO: 7633, REGISTRATION: G-HBEK

THIS INVITATION TO BID IS COMPRISED OF THE FOLLOWING:

TERMS AND CONDITIONS

Annex 1	-	Photographs
Annex 2	-	Technical Summary
Annex 3	-	Draft Sale and Purchase Agreement

CONTACT DETAILS

Stephen Hill	stephen.hill@mclarens.com	+44 (0)773 081 4310
Executive Director		
Main Switchboard No.		

BIDS CLOSE: Tuesday 10 May, 15:00 (BST)

TERMS AND CONDITIONS

Bids are invited for the Salvage of the Aircraft defined below, subject to the Terms and Conditions contained herein. No representations or warranties, express or implied are made as to the condition, serviceability or fitness of the Salvage for any purpose whatsoever. For the avoidance of doubt, the implied terms of the Consumer Rights Act 2015 are excluded from this sale. To the best of our knowledge the details set out herein regarding the Aircraft and the data and information relating to the Aircraft is accurate. However, we have not fully evaluated this Aircraft and therefore cannot warrant the accuracy of the information herein. The Salvage is sold "as is/where is" and "with all faults".

1. DEFINITION SECTION

i. The Aircraft

Agusta AW109C

Serial Number	7633
Former Registration No:	G-HBEK
Build Date	1996

Engines: Rolls Royce -C20R/1

Serial Numbers	CAE-295561 and CAE-295746
----------------	---------------------------

ii. The Incident

The Aircraft sustained damage when it lost directional control during hover for landing and was subsequently declared a Constructive Total Loss.

iii. Salvage

Salvage in this Invitation to Bid means the Aircraft, engines and all their parts, components and equipment therein, or thereon, at the time of the transfer of title and all available manuals and technical records relating solely to the Aircraft.

iv. "As is/Where is" and "With All Faults"

As is/Where is and With All Faults means that the Salvage will be available to the buyer at its present location at the buyer's risk and exposure in whatever condition it might be in at the time of collection. No warranties of merchantability, fitness for a particular purpose or of any other nature or kind, whether statutory, express or implied, with respect to the physical condition of the Salvage or accuracy of the Aircraft, engine, or other component records are given by the Seller or McLarens Aviation.

v. McLarens Aviation

Means MYI Limited, trading as McLarens Aviation, as well as any other associated company or agents acting on its behalf or any other company or individual assisting with the disposal of the Salvage.

vi. **Delivery**

Means delivery of the Salvage in accordance with the Sale and Purchase Agreement.

2. DAMAGE SYNOPSIS

THE FOLLOWING SUMMARY IS A GENERAL SUMMARY ONLY AND McLARENS AVIATION CANNOT WARRANT ITS ACCURACY, NOR THAT IT IS IN ANY MANNER A COMPLETE SUMMARY OF THE DAMAGE SUSTAINED.

Please refer to Annex 2.

3. THE INCIDENT

The Aircraft sustained damage when it lost directional control during hover for landing at Holton Heath, Wareham St. Martin, Dorset, United Kingdom, on 15 July 2021.

4. INSPECTION

The Aircraft will be available for inspection at its current location at Thurston Aviation, Hangar 427 Airport, Bournemouth, Christchurch BH23 6EA subject to prior arrangement with Stephen Hill, email stephen.hill@mclarens.com, to whom at least 72 hours' notice of intention to inspect must be given in order to ensure that the necessary security formalities can be put in place.

5. REMOVAL OF THE AIRCRAFT

Bidders should be aware that the successful bidder must remove the Aircraft in its entirety from its current location at Thurston Aviation, Hangar 427 Airport, Bournemouth, Christchurch BH23 6EA within a reasonable time and in any event no later than **fourteen (14)** days (or as otherwise agreed) following passing of title in accordance with the Sale and Purchase Agreement.

For the avoidance of doubt, all costs and expenses howsoever arising out of the existence, removal, storage, export, import or sale of the Salvage including, but not limited to, royalties, storage fees, local government fees, any taxes, export duties etc. shall be the sole responsibility for the successful bidder.

McLarens Aviation is unable to assist or facilitate in any way in the removal and/or export of the Salvage and it will be the sole responsibility of the successful bidder to arrange all licenses, permits or permissions that may be required by domestic regulations or laws for valid removal of the Salvage at their own expense.

6. CLOSING DATE

The closing time for bids will be 15:00, London UK, local time (BST) on Tuesday 10 May 2022. All bids must be submitted online at <https://www.mclarens.com/auctions/>.

7. SALVAGE BID – NO DEPOSIT AT BID STAGE

Bids must be made in GBP – there is NO deposit required at the bid stage. However, a 20% deposit will be required from the winning bidder within 7 days of notification. Failure to pay the deposit within the time frame required will render the bid null and void.

Deposits should be transferred to the bank account of McLarens Aviation, the details of which will be provided to the winning bidder.

The deposit is non-refundable to the successful bidder.

Please note for the bid to be considered valid it must be in the form described above.

8. BID REVIEW

McLarens Aviation will, as soon as practicable following the decision by their Principals, inform parties in writing as to whether or not their bid has been accepted.

9. BID ACCEPTANCE

McLarens Aviation, and their Principals reserve the right to refuse or reject in their absolute discretion any or all bids for the Aircraft if they choose to do so, including the highest bid. Exercise of this discretion does not oblige McLarens Aviation or their Principals to provide any explanation or reason for its decision whatsoever.

The successful bidder will be formally notified in writing of acceptance of their bid. A draft Sale and Purchase Agreement is attached at Annex 3 for prospective bidders' review. Please note that there will be no substantive changes to this draft agreement, so please review it carefully prior to placing a bid.

10. PAYMENT

Payment of the bid ("Purchase Price"), less the 20% deposit must be made by the successful bidder to McLarens Aviation's bank account (details to be advised), by telegraphic transfer within the time limits stipulated in the Sale and Purchase Agreement.

Sale of the Salvage will be conditional upon payment within that time. If payment is not received within that time the bid will be rejected and any deposit paid will be forfeited.

Payment must be accompanied by the Sale and Purchase Agreement duly executed by the successful bidder. Payment will be deemed not to have been made if the successful bidder fails to execute the Sale and Purchase Agreement or fails to return it to McLarens Aviation within the time specified.

11. BIDDERS' COSTS RECOVERY

For the avoidance of doubt, any and all costs of whatsoever nature and howsoever incurred by potential bidders shall be for the potential bidder's sole account and not for McLarens Aviation or their principals. This shall be the case even if the bid is accepted and

subsequently the sale is not finalised.

12. TITLE

Title to the Salvage will pass to the successful bidder in accordance with the relevant clause in the Sale and Purchase Agreement.

13. RISK

Risk shall pass to the successful bidder in accordance with the relevant clause in the Sale and Purchase Agreement.

14. RE-CERTIFICATION REQUIREMENTS

Due to the nature of the damage, all bidders agree that should their bid be successful, they will arrange for the Salvage and its component parts to be re-certified appropriately prior to further sale, disposal or any future aviation use.

15. CONDITIONS

In addition to the various Terms and Conditions and requirements set out in Sections 1-14 of this Invitation to Bid, the following section will also apply. Submission of a bid will be deemed to constitute acceptance by the bidder of those Terms and Conditions and requirements set out in Sections 1-14 and also acceptance of the following conditions:

- i. the successful bidder shall be deemed to buy with full notice in all respects of the actual state and condition of the Salvage and shall take the Salvage "As Is/Where Is" and "With All Faults" as defined in Section 1(iv);
- ii. all risk of loss or damage to the Salvage howsoever caused and all liabilities, costs and expenses arising out of the existence, storage, safeguarding, removal, export and transport of the Salvage shall pass to the successful bidder as detailed in the Sale and Purchase Agreement. For the avoidance of doubt, any charges which accrue prior to the transfer of title shall be for the seller's account;
- iii. the successful bidder shall indemnify the seller, their Insurers, and McLarens Aviation in respect of any and all costs, liabilities, claims, demands and expenses including all legal expenses and attorney fees arising at any time, anywhere in the world after title passes to the successful bidder from the existence, present or future use, storage or transport of the Salvage;
- iv. neither individual members of the staff of McLarens Aviation nor its individual representatives have authority to agree any variation of any of the Terms, Conditions or Requirements of this Invitation either verbally or in writing;
- v. by submitting a bid for the Salvage, the potential bidder has accepted the Terms and Conditions contained herein and shall be deemed to have satisfied itself as to the accuracy and completeness of the Salvage records and documentation. Therefore, the bidder undertakes to hold harmless and indemnify McLarens Aviation, and seller

and their Insurers from any and all claims, costs and liabilities that may arise out of the existence of said records and documentation including but not limited to all legal fees and expenses incurred in contemplation of litigation or as a result of litigation;

- vi. whilst seller, their insurers and McLarens Aviation will use all reasonable endeavours to ensure that the Salvage is not diminished in quantity or condition between inspection by prospective bidders and collection by the successful bidder this cannot be guaranteed as the Salvage is not under the direct physical control of seller, its insurers or McLarens Aviation;
- vii. This Invitation to Bid shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales; and
- viii. Each party irrevocably waives any objection which it might at any time have to the Courts of England and Wales being nominated as the forum to hear and determine any suit, action or proceedings and agrees not to claim the Courts of England and Wales are not a convenient or appropriate forum.

ANNEXES 1 & 2

The contents of Annexes 1 &2 are intended to illustrate the general nature of the damage suffered by the Aircraft, in order to provide prospective bidders with a general summary of the Salvage. It is not intended by McLarens Aviation that these photographs and additional documentation should be relied upon for the purposes of assessing the value of the Salvage or for reliance on the actual condition of the Salvage. McLarens Aviation cannot warrant the accuracy of the photographs and additional documentation and must disclaim any express or implied warranties of accuracy.

We strongly recommend that the prospective bidders make their own careful visual inspection of the Salvage and documentation relating to it at by appointment with Stephen Hill

ANNEX 1

PHOTOGRAPHS



Aerial view post-incident.



Lower fuselage.



Forward lower fuselage.



Upper forward fuselage.



Rotor blades broken and transmission mounts damaged.



Tail rotor damaged and tail boom fins and elevators.



Cockpit instruments.



Throttles and overhead panel.



Seats.



Recovery from site.

ANNEX 2

TECHNICAL SUMMARY

AIRCRAFT SALVAGE DATA

Aircraft Salvage

Manufacturer	Agusta
Type and Model	AW109C
Registration	G-HBEK
Manufacturer's Serial Number	7633
Time Since New	1609.36
36-month check	1607.00, 4 May 2021

Engine Salvage – No. 1 Engine

Manufacturer	Rolls-Royce Allison
Type and Model	Rolls Royce 250-C20R/1
Engine position	No. 1
Manufacturer's Serial Number	CAE-295561
Time Since New	3989.44, 4 May 2021
Cycles Since New	5307, 4 May 2021
Time Since Last Shop Visit	First Run

Engine Salvage – No. 2 Engine

Manufacturer	Rolls-Royce Allison
Type and Model	Rolls Royce 250-C20R/1
Engine position	No. 2
Manufacturer's Serial Number	CAE-295746
Time Since New	1607.00, 4 May 2021
Cycles Since New	2348, 4 May 2021
Time Since Last Shop Visit	First Run

Brief damage description is as follows:

Left Main Landing Gear (MLG) was broken, detached, and twisted away from the main trunnion fitting. Tail boom left elevators broken and bent and right elevator leading edge impacted. Lower fin and skid were bent.

Tail Rotor Blades broken and fractured, and tail rotor boom gearbox fairing twisted.

Upper fin on tail boom was impacted and bent and there was a large puncture on the upper tail boom shaft cover.

All four Main Rotor Blades completely broken and destroyed, with rotor head and gearbox both forward mount torque tubes broken and twisted.

Both rotor head cyclic and collective control rods were bent.

Helicopter fuselage appeared relatively undamaged, however, following recovery it was evident compression and denting had occurred to the left lower side in contact with the ground following the accident.