

Auction Sales Catalogue Notice to Purchasers, Conditions & Listing

Thursday 11th October 2018

VIEWING: (unless stated otherwise in lot descriptions)

9am-4pm Wednesday 10th & 9am-1pm Thursday 11th October 2018
128a Station Road
Sidcup, Kent
DA15 7AB

PAYMENT:

Payment is strictly by cleared funds, No later than 11am Tuesday 16th October 2018, unless previously approved. Payment can be made by Direct Bank Transfer, Debit Card or Cash on Collection (Max £500 per buyer). Buyers, or their representative, are required to bring a copy of the sales invoice on collection. Couriers must also provide full details of their respective clients with notification to the sales team as to the method of collection.

CLEARANCE:

9am-4pm Friday 12th, Monday 15th & Tuesday 16th October 2018
128a Station Road
Sidcup
Kent
DA15 7AB

Clearance will be under the strict supervision of the Auction Staff, any person or persons found to be clearing goods without supervision will be asked to leave the premises. This is to safeguard all parties. In all circumstances goods should be collected from all premises as detailed above. Goods not collected will be subject to storage charges at a minimum rate of £5 + VAT per lot/per day (subject to higher storage for larger goods). Payment for access to clear may be required for those goods located on-site and outside clearance times. If goods are not collected or storage is not paid then goods may be sold or disposed of to cover/prevent further costs. No refunds will be made in these circumstances.

Buyers Premium

A 15% buyers premium will apply (unless stated otherwise in lot description)

VAT

20% Value Added Tax will be added to the Overall Total (unless stated otherwise in lot description)

Questions & Points to Note: Although every effort is made to describe goods accurately, buyers are recommended to view all goods prior to bidding. Photographs are representative only and may not represent the actual item being purchased. Goods marked with A/F are sold as All Faults as imperfections noted by the Auctioneer were apparent. Electrical items are sold as scrap. Installation and testing should be conducted by a qualified electrician for all electrical items prior to use.

This Auction has staggered ending and auto bid extension enabled. If a bid is placed within 5 minutes of the scheduled end time, the Auction end time will extend by up to an additional 5 minutes. This continues until no further bids are placed.

***** IF YOU CAN NOT COMPLY WITH THE ABOVE TERMS OF THIS SALE, PLEASE DO NOT BID *****

All Lots are sold subject to Conditions of Sale available at www.GJWisdom.co.uk

Conditions of Sale 'If Sold by On-Line Auction'

These conditions are to be read in conjunction with the 'Notice to Purchasers' (specific to individual sales) and our 'General Conditions of Sale' found on our website www.GJWisdom.co.uk. In bidding you accept these terms.

1. Acceptance of all final highest bids is subject to approval by our client and G J Wisdom & Co reserves the right to reject any bids which they feel does not reflect reasonable value.
2. Access for bidding can be obtained through our website www.GJWisdom.co.uk or any hosting portal being used. Full details including valid email address must be provided in order to receive approval for bidding.
3. VAT - Purchasers will be charged Value Added Tax on all lots, where applicable, at the current rates.
4. The purchaser will pay a Buyer's Premium (BP) at a % rate (TBA) plus VAT on each lot purchased. BP is charged on all lots. The premium is not negotiable and will be paid by all buyers. VAT on BP is a UK service amount and payable in all instances including when goods may be exported.
5. In the event of a bid being received within 5 minutes of the scheduled closing time, the bidding period on that lot will automatically extend by 5 minutes and will continue to extend with any bid received when there is below 5 minutes remaining. (IMPORTANT: When bidding, ensure to 'REFRESH' your screen so as you are aware of current bids).
6. Overseas Bidders should contact the sales team prior to bidding.
7. Payment Terms: All purchases are to be paid in full, no later than the time and date specified in the 'Notice to Purchasers'. All queries regarding payment should be directed to our Sales team. Successful bidders will be notified by email with an accompanying invoice.
8. G J Wisdom & Co will only accept payment from and permit collection of lots purchased by the successful purchaser or their duly appointed agent.
9. Clearance Terms: All lots must be collected & removed from their location and as detailed in the 'Notice to Purchasers' or lot description. Clearance will be under the strict supervision of the Auction Staff, any person or persons found to be clearing goods without supervision will be asked to leave the premises. This is to safeguard all parties. Goods may be subject to storage & access charges if collected outside of the Clearance Terms.
10. G J Wisdom & Co does not undertake packaging, postage, delivery or shipment of goods (unless by prior expressed agreement) the bidder must make his own arrangements to comply with the clearance terms.
11. Deposits: Purchasers are required to pay a deposit on lots which will cause damage to the fabric of the building after removal. These lots will be specified in the sale catalogue. Any deposit held will be refunded once the purchaser has made good in any damage to the satisfaction of the Auctioneer and client.
12. Deposits may be forfeit and lots re-offered failing the balancing payment by the required time and date. Lots may be re-offered note conditions of sale.
13. Clearance of all lots must be undertaken in accordance with Health & Safety at Work Regulations and, where necessary, Construction Design and Management Regulations 1994. You may be required to provide a Work Method Statement and Risk Assessment approved by G J Wisdom & Co, prior to removal of any lots. G J Wisdom & Co reserve the right to stop clearance if in their opinion, they believe it is being carried out in an unsafe manner or without the Method Statement and Risk Assessment. The purchaser should ensure that their contractors hold sufficient public liability insurance, copies of which should be made available to G J Wisdom & Co if demanded. * Any fluids remaining in any lots purchased MUST be removed from site in conformity with the Control of Substances Hazardous to Health (COSHH) Regulations.
14. Risk: The bidder/buyer is at risk once the buyer is notified of his successful purchases and is strongly advised to effect insurance at once, irrespective of whether title has passed. Title does not pass to the purchaser until payment has been received in full.
15. Photographs: The images shown on our auctions against certain lots, are representative only; they may not necessarily represent the actual lot item to be purchased.
16. All electrical items are sold as "Electrical Scrap" and should be "PAT" tested prior to use.
17. MAILING: All approved bidders will automatically have their details placed on our database for notification of future sales undertaken by G J Wisdom & Co. In the event that you wish to have your details excluded from our database, please use the 'I no longer require updates' feature within our website (as above) alternatively please notify our Sales Administration Team. We do not sell or pass on details to any other party.

Questions & Points to Note:

Please satisfy yourselves on all matters before bidding, ensure that you bid on the correct lot, and remember that all lots are sold as seen, quantities and description are for guidance only and should not be relied on. Also whilst we believe that the goods are described working, faults are not declared and therefore no goods may be returned. We will make every effort to ensure the safe keeping of goods. However, we will not be held responsible for any damage or loss of goods once a sale has been declared.

END

Auction Catalogue

Lot No.	Description
1	DN64 KPL: Vauxhall Vivaro 2900 CDTI White Panel Van. Diesel, Manual 6 Gears, 1598cc, Mileage 120,650, 1 Previous Owner, First Registered 31/12/2014. Comes with Key (No Documents). VIEWING & COLLECTION AVAILABLE BY APPOINTMENT IN RAINHAM, ESSEX.
2	DN64 JYR: Vauxhall Vivaro 2900 CDTI White Panel Van. Diesel, Manual 6 Gears, 1598cc, Mileage 80,090, 1 Previous Owner, First Registered 26/11/2014. Comes with Key (No Documents). VIEWING & COLLECTION AVAILABLE BY APPOINTMENT IN RAINHAM, ESSEX.
10	Mono BX Classic, 10 Rack Steam Oven, Model FG150C-B62, S/N 2000023213, DOM August 2015, 3 Phase on Castors.
11	Mono BX Classic, 10 Rack Steam Oven, Model FG150C-B62, S/N 2000013052, DOM May 2012, 3 Phase on Castors.
12	Mono Mobile Proving Cabinet, 17 Rack, Model FG132-M52, S/N 011388694, DOM January 2013, 240v.
13	Brook Food Processing Mobile Proving Cabinet, 18 Rack, 240v.
14	Vitella Dough Divider, Model SPA A22, S/N 90121028, DOM September 2012, 3 Phase with 4 x Dough Platterns.
15	Esmach 60kg Spiral Mixer, Model SP160F, S/N 930000000032746, DOM September 2015, 3 Phase.
16	Kolbe Foodtec SW 100 Standwolf Meat Mincer, S/N 68 7043, DOM 2016, 3 Phase. Comes on 2 Castors with Multitool & Feeder Baton.
16a	Sirman Meat Slicer, Model CNV300, S/N 16A05016, DOM May 2016.
16b	Smith's 130mm Commercial Patty/Burger Manual Press
16c	Omega 100mm Commercial Patty/Burger Manual Press
17	Boss Vacuum Sealer, Model GM2002F, S/N 59011009, DOM 2009. (A/F For Spares or Repair).
18	Santos Pepper Grinder, Model 01P, S/N 972473, DOM May 2016.
19	MagiMix Food Blender, Model Cuisine System Automatic 5100 with 2 x Blades.
20	Hobart Spiral Mixer, Model A200, S/N 97 080 7331 with 2 Bowls (No Mixing Arms).
21	Spomasz Naklo 52kg Stainless Steel Potatoes Peeler/Tumbler, S/N 6898, DOM 2010, 3 Phase.
22	Electrolux Professional Stainless Steel Dishwasher On Stand, Model NUCA1DDG, S/N 64710003, DOM 2016, with DVA Water Softener Model IV12.
23	Winterhalter UC-XL Commercial Stainless Steel Dishwasher, Serial Number 1136149, DOM 2014, 3 Phase.
24	Moffatt FastFri Deep Fat Fryer, Single Tank, Twin Basket Stainless Steel, Floor Standing Gas, Model FF18, S/N 1687092, DOM 2016.
25	Moffatt FastFri Deep Fat Fryer, Single Tank, Twin Basket Stainless Steel, Floor Standing Gas, Model FF18, S/N 1688794, DOM 2016.
26	Moffatt FastFri Deep Fat Fryer, Single Tank, Twin Basket Stainless Steel, Floor Standing Gas, Model FF18, S/N 1688797, DOM 2016.
27	Blue Seal 8 Ring Gas Range Twin Oven Cooker (Believed to be 2016 in good clean condition)
28	Blue Seal Gas Salamander Grill. Size 60cm (W) (Believed to be 2016, in good clean condition)
29	Sharp 1900W/R - 24AT Commercial Programmable Microwave Oven
30	Whirlpool K40 Pull Down Front Ice Machine, AGB 024/01/G/WP30170401124B
31	Prodis Stainless Steel UnderCounter Freezer, Model HC200FSS, DOM November 2016.
32	Prodis 3 Door Mobile Refrigerated Counter with 2 Shelves Over, Model GRN-C3R, S/N 161100371, DOM November 2016. Size 180cm (W).
33	Prodis 3 Door Mobile Refrigerated Counter with 2 Shelves Over, Model GRN-C3R, S/N 161100373, DOM November 2016. Size 180cm (W).
34	King Refrigeration Upright Freezer, Model KF4, S/N 813276, DOM April 2008. Size (H) 200cm x (W) 65cm x (D) 70cm.
35	Foster 3 Door Stainless Steel Undercounter Refrigerator, Model HR360, S/N: E5320330. Size (H) 83cm x (W) 122 x (D) 76cm
36	Stainless Steel Heated/Warming Plate & Serve Over Counter with 2 Sliding Doors to Centre & Open Cabinets to Ends, Double Shelf Serve Over with 8 Halogen Lights & 2 Receipt Order Pickers. Size (H) 90cm x (W) 280cm x (D) 70cm.
37	Polar Double Door Undercounter Drinks Cooler, Model CB930B, S/N 4003689.
38	Prodis Double Door Undercounter Drinks Cooler, Model NT2BH, S/N 161115036.
39	Prodis Double Door Undercounter Drinks Cooler, Model NT2BH, S/N 161115031.
40	Scissons Double Sink with Single LH Drainer, Taps & 2 x Over Flow Filter Plugs. Size (H) 92cm x (W) 180cm x (D) 65cm.
41	Spare
42	Stainless Steel Prep Table with Upstand & Shelf Under. Size (H) 90cm x (W) 90cm x (D) 75cm.
43	Stainless Steel Prep Table with Upstand. Size (H) 90cm x (W) 90cm x (D) 81cm.
44	4 x Assorted Stainless Steel Prep Tables with Upstands & Shelves Under to Include 3 x Corner Sections & 1 x Straight.

All lots are sold as seen, not all faults are stated, some items maybe incomplete.
Please ensure you have viewed prior to bidding as lots cannot be cancelled.
Lots without an asterisk '*' are sold subject to VAT at 20.00%.

Auction Catalogue

Lot No.	Description
45	Maidaid Halcyon MRC300 Run Through Dishwasher with Water Treatment. 3 Phase.
46	Electrolux Commercial Run Through Dishwasher with Digital Controls, Model EHTG, 3 Phase. (Missing Trays, Power Cable have been cut and requires replacement).
47	Lincat 6 Hob Electric Range Cooker with Oven Under, 3 Phase on Castors.
48	Logik Chest Freezer, Model L300CFW14. Size (W) 110cm x (H) 85cm x (D) 64cm.
49	44 x Assorted Glasses to Include: 12 x Wave Stemmed Beer/Cocktail Glasses, 19 x Straight with Stem Beer/Cocktail Glasses & 3 x Lipped with Stem Glasses.
50	18 x Large Wine Glasses & 6 x Small Wine Glasses
51	19 x Glass Tumblers
52	75 x Pieces of Coffee Crockery to Include: 11 x Large Cups, 10 x Medium Cups, 12 x Espresso Cups, 20 Saucers & 12 x Espresso Saucers.
53*	2 x Beveled Glass Top Coffee Tables on Sphere Black & Walnut Veneered Base. Size (H)50cm x (D)64cm x (W) 64cm.
54*	Beveled Glass Top Coffee Table on 4 Sphere Black & Walnut Veneered Base. Size (H)38cm x (D)115cm x (W)115cm.
55*	Round Coffee Table in Dark Green Marble & Polished Resin with Wood Trim. Size (H)40cm x (DIA) 100cm.
56	Bentwood Cane Conservatory 2 Seat Sofa with Cushions.
57	Niceday Executive Leather Swivel Office Chair
58	Niceday Executive Leather Swivel Office Chair
59	Curved Illuminated Reception Desk in White Gloss with Composite Counter Top. Draws & Cupboards to Rear. Size (W) 165cm x (H) 100cm x (D) 50cm. (Condition As Viewed).
60	Sink & Vanity Unit with Fitted Instant Hot Tap, Katsu Surgeflo Pump, Waterproof Double Socket & Waste. NOTE: No Plumbing Required, Can be used with 2 Large Receptacles, One to Pump and One for Waste. (As Viewed)
61	Aesthetics IPL, Intense Pulsed Light Photorejuvenation System, Model: HM-IPL - B8, S/N: 11814532891, DOM: 01/2014. With Power Supply, Foot Control
62	Freezefats, Cryo Fat Freezing Slimming System with 3 Heads (200, 150 & 100), Model: ETG50-3S, S/N: 12B017089, DOM: 13/5/2016. With Power Supply.
63	Ultrasonic Lipo Suction Equipment, ULE D 1.1, 080516
64*	Lafayette Concerto SP 2000 Home Cinema Speaker System with 2 x Floor Standing, 2 x Surround Wall & 1 x Centre Speaker.
65*	2 x Original Boxed 8810 Linear Phase Studio Monitor Speakers.
66*	Teac Complete Vintage Sound System in Original Boxes to Include: T-R460 AM-FM Stereo Tuner, W-790R Double Cassette Deck & RW-280 CD Recorder & Player, 4 x High Speed Dubbing, Comes with Remote.
67*	Pioneer DVD Player, Model DV360 in Box with Remote
68*	Pair of Rossignol Performance Machine, Oversize RPM 181 Ski's in Carry Case with Rossignol Power 120 Bindings Fitted.
69	Samsung SCX 4600 Desktop Mono Laser Printer & Copier with Power Supply
70	Epson XP-442 Expression Home Wi-Fi, Colour Scan, Copy, Printer. Comes with 3 x Black & 2 x Magenta Cartridges & Manual.
71	Canon Pixma MX435 Wi-Fi, Colour Scan, Copy, Printer.
72	Staples Shredder Model SPL-TXC10G.
73	Sharp Aquos 43" LED Full HD TV, Model LC-43CFF5111K, A+ Energy. Comes with Remote & Manual.
74	LG 22" LED Monitor, Model 22M37A-B, DOM Feb 2015. Comes with Power Supply.
75	LG 22" Monitor, Model Flatron W2242S-SF.
76	HP Prodesk 400 G4 SFF Business PC, Model TPC-P064, S/N CZC71191P0. Running Windows 10 Pro. Intel Core i5-7500, CPU@ 3.40Ghz, 8GB RAM, 235GB HDD. Comes with Keyboard, Mouse & Power Supply.
77	Lenovo ThinkCentre Edge71, Model G3G, S/N R8MR1YG. Running Windows 7 Pro. Comes with Keyboard, Mouse & Power Supply.
78	HP 280 G1 MT Business PC, Model TPC-F074-MT, S/N CZC5110QCP. Comes with Keyboard, Mouse & Power Supply.
79	Lenovo PC, Model 7781, S/N ES09291386. Running Windows 7 Home Premium. Comes with Keyboard, Mouse & Power Supply.
80	HP Pavilion A6657UK PC. AMD Athlon x2 Processor. 2GB RAM. No HDD or OS. Lightscribe DVD Drive. HP Pocket Media Drive Bay. (A/F) Does not power up.
81	Packard Bell imedia 53210 Mini Tower PC. AMD Athlon x2 7450 CPU @ 2.4GHz. 2GB RAM. NVIDIA Graphic Card. Running Windows Vista Home Premium.

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CONDITIONS OF SALE BY ON-LINE AUCTION

1: Conditions

These conditions, together with any special conditions or 'Notices to Purchasers', are the only terms and conditions subject to which G J Wisdom & Co acting as agents for the Vendor will contract with buyers. Bidding for any lot shall be deemed to be an acceptance of these conditions and any conditions in the Notices to Purchasers. If there is any inconsistency between any of these conditions and anything in the Notices to Purchasers, then those in the Notices to Purchasers shall prevail.

2: Inspection and Description

2.1 Buyers have a responsibility to make their own inspection and investigation of the lots at the time(s) and at the premises specified, and to satisfy themselves on all matters affecting the lots, and to inspect and satisfy themselves prior to the sale, as to the condition and description of a lot, its fitness and suitability for purpose.

2.2 Goods are believed to be correctly described but all goods are sold with all faults, imperfections and errors of description.

2.3 Neither the Vendor nor the Auctioneers, their servants or agents makes or gives, nor has any person in the employment of the Auctioneers any authority to make or give, any representation or warranty in relation to any lots.

3: Limitation of Liability

3.1 Neither the Vendor nor the Auctioneers, their servants or agents shall be liable for any loss or damage suffered by the Buyer arising out of or in connection with any defects or deficiencies in any lots purchased, errors of description in the auction catalogue, any mis-statements as to any matter affecting the lots or the failure of the lots to fulfil the functions for which they were intended.

3.2 The Auctioneer's and the Vendor's total liability for breach of contract or negligence is limited to the Bid Price.

3.3 Neither the Auctioneers nor the Vendor shall be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise) incurred by the Buyer whatsoever.

3.4 Nothing in these conditions excludes or limits the liability of the Auctioneers or Vendor for death or personal injury caused by their negligence or fraudulent misrepresentation.

3.5 Nothing in these conditions shall prejudice the statutory rights of a consumer who shall be bound by these conditions only insofar as they are consistent with such statutory rights.

4: Conduct of Sale

The Auctioneers reserve the right in their absolute discretion to refuse admission to the premises and grounds to any person. The conduct of the sale shall be at the Auctioneer's sole discretion and the Auctioneers reserve the right to refuse any bids without giving any reason. If any dispute of whatsoever nature relating to a bid shall arise, such dispute shall be determined by the Auctioneers in their absolute discretion and whose decision shall be final and binding on all parties.

Each bidder must register prior to submitting any bids in On-Line sales. G J Wisdom & Co reserves the right to reject any registration at its sole discretion.

The Vendor and the Auctioneers reserve the right to set a reserve price for any lot.

No bid may be withdrawn after the close of bidding.

The Vendor or the Auctioneers have absolute discretion to withdraw consolidate or divide at any time any lot.

The highest bidder for each lot at the close of bidding shall be the Buyer, subject to approval by the Auctioneers and the Vendor. The Sale Price is exclusive of the buyer's premium and VAT. The highest bid at the close of bidding subject to approval by the Auctioneers and Vendor also marks a conclusion of a contract of sale between the Vendor and the Buyer.

In making a bid for any lots, the Buyer does so as principal. The Buyer will be held personally and solely liable for a bid unless the Auctioneers have previously agreed in writing with the Buyer that that bidder will do so on behalf of an identified third party acceptable to the Auctioneers. In circumstances where the Auctioneers have so agreed, the Buyer and the third party will jointly and severally be liable for all obligations arising from the bid where a third party shall be bound by these conditions by the individual bidding as his agent in the same way as if he were bidding personally.

5: Risk and Title

As from the date and time the Buyer is declared, all risks in and relating to the Goods purchased, shall pass to the Buyer and the Buyer is strongly advised to effect insurance for these risks at once. In no circumstances will the Auctioneers or the Vendor be responsible if any Goods or part thereof be lost, stolen, damaged or destroyed after the Buyer is declared.

The Vendor shall only sell such title to the Goods as he may have. Neither the Auctioneers nor the Vendor warrants the Vendor's good title to any of the Goods and if it is found that the Vendor does not have title or unencumbered title to any of the Goods purported to be sold under these conditions the Buyer expressly agrees that it shall have no right either to rescind the contract or to claim damages or a reduction in the consideration paid or payable under the contract.

Title to each of the Goods will not pass until:-

- (a) All debts owed by the Buyer to the Auctioneers (whether part-paid secured or otherwise) are settled, for the avoidance of doubt the debts shall not be settled until (where payment or part payment is made by cheque) all cheque(s) in question have been cleared; and
- (b) Such Goods have been removed from the premises at which the sale is held or where the Goods are being stored in their entirety.

6: Removal

No lot or part thereof can be removed until payment in cash or approved Bankers Draft has been made in full or (where any part of the payment was made by cheque) the cheque has cleared in the Auctioneer's account. No lot shall be removed without the authority of the Auctioneer and unless under the supervision of the Auctioneer's servants or agents.

Removal shall take place only up to 4.00pm and must be completed by 4.00pm on the day following the sale (and in every case time shall be of the essence) unless the Notice to Purchasers otherwise specify or written authority is obtained from the Auctioneers for clearance after that time.

The Buyer has no right to anything not described in the auction catalogue.

Delivery of lots sold will be made only to the declared Buyer and no transfer of any lot or part of a lot to any other person will be recognised. Prior to the removal of any lot the Vendor may rescind the contract for the sale of that lot and refund to the Buyer any money paid by the Buyer for the lot should any third party claim title to or possession of any part of the lot.

The Buyer will be responsible for removal of lots at his own expense and must provide his own labour, and equipment.

The Auctioneers require that in pursuit of safe working practice all equipment used for lifting and transportation should be covered by appropriate insurance and registration documents (in particular but not limited to lifting equipment and fork lift trucks). Such documentation shall be produced to the Auctioneers by the Buyer on request for inspection and if the Buyer fails to produce such documentation the Auctioneers reserve the right to refuse to clear the lot and/or rescind the sale in which event the provisions of condition 8 will apply. Furthermore appropriate personal protective equipment must be worn during these activities and due regard paid to safe material handling practices.

7: Damage to Premises

The Buyer shall be responsible for the removal of all goods purchased at his own expense and risk and such removal must be carried out safely and lawfully and in accordance with any conditions of sale of which the Buyer is notified. For the avoidance of doubt removal includes where applicable disconnection from the mains electricity supply and the detachment of any lots which are fixed. All electrical installations must be left in a safe condition during and after the removal and the use of explosives or flame cutting equipment or any other potentially hazardous or inflammatory process shall not be permissible on the site without the express written consent of the Auctioneers. The Buyer shall be responsible to insure against and to make good any injury or damage to persons or property caused by the Buyer, their carriers, servants or agents detaching, disconnecting or removing any goods purchased by the Buyer. The Buyer shall produce his insurance documentation to the Auctioneers on request and if the Buyer fails to produce such documentation the Auctioneers reserve the right to refuse to clear the lot and/or rescind the sale. The Buyer shall indemnify the Auctioneers for any damage or loss which the Auctioneers may suffer in respect of loss, damage or injury suffered by the Buyer's agents or employees or any third party arising from the removal. At its discretion the Auctioneers may require the payment of a deposit to the Auctioneers prior to and/or during the removal which will be refunded on the removal being completed to the Auctioneer's satisfaction. If the Buyer refuses to deposit such monies, the Vendor or the Auctioneers may refuse the Buyer access to the premises for the purposes of removing the lot purchased by them and/or rescind the sale in which event the provisions of condition 8 will apply. The Auctioneers reserve the right to stop the removal of a lot by a Buyer, his agents or employees, if it appears to the Auctioneers or its agents or employees that the removal is being carried out in an unsafe or unsatisfactory way.

8: Default by Buyer

Upon failure by the Buyer for whatsoever reason:-

- (i) To pay a deposit in full if required under the Conditions of Sale; or
- (ii) To pay the purchase price in full on the due date; or
- (iii) To provide any documentation required under these conditions; or
- (iv) To remove the goods in a safe or satisfactory way; or
- (v) To remove any lot from the premises on or before the date specified for removal,

The Vendor will be entitled to rescind the contract forthwith without incurring any liabilities to the Buyer and, without prejudice to any claims of the Vendor and/or the Auctioneers against the Buyer arising from breach of contract or otherwise, upon rescission as aforesaid the following provisions apply:

- (a) All monies deposited in part payment will be forfeited and used to pay the Vendor's and/or Auctioneer's expenses referred to in paragraph (d) below;
- (b) If the lots have been removed in breach of these conditions, the Vendor and/or the Auctioneers, their servants or agents may enter the premises of the Buyer to recover such lots;
- (c) Lots may be re-sold or otherwise disposed of by the Auctioneers in the manner they feel appropriate at their sole discretion and any deficiency arising upon the resale together with the expenses of it shall be due as a debt from the Buyer in default upon the first sale. The Buyer consents to such a resale on the Auctioneer's conditions of business applicable at the time of resale. Neither the Auctioneer nor the Vendor shall be liable to account to the Buyer in the event of a re-sale at a higher price than the price contracted to be paid by the Buyer. The Buyer waives any claim in such a case that he may have title to the lot and agreed that any re-sale price shall be deemed commercially reasonable;
- (d) The Buyer will be responsible from the specified time for final removal for all losses and expense incurred by the Vendor and/or the Auctioneers including storage, security and removal expenses, the costs of re-selling or disposing of lots and Auctioneer's commission.

9: Auctioneer as Agent

The Auctioneers act only as Agents for and on behalf of the Vendor and shall not be held responsible for any action or default on the part of

either the Vendor, bidders or the Buyer. Any concluded contract of sale is made directly between the Vendor and the Buyer.

10: Accident or Damage

Neither the Auctioneers nor the Vendor will accept any responsibility for any accident, (except for that arising out of its negligence, or the negligence of its agents or employees, resulting in death or personal injury) howsoever caused to any person which may occur whilst on the Auctioneer's premises, the Vendor's premises or such other premises used to hold the auction or to store the lots before during or after the sale and any person entering the premises does so at his own risk and is deemed to have notice of the condition of the premises and their contents.

11: The Consumer Protection Act 1987

No lots are sold as new.

12: Health & Safety At Work

It is expressly brought to the Buyer's attention and that of potential buyers, at the time of sale, any item of plant, machinery or equipment contained in the goods may not necessarily comply with the Health and Safety at Work Etc. Act 1974; the Environmental Protection Act 1990; Construction Design and Management Regulations 1994 or any other Act of Parliament or regulations there under governing the use of that plant, machinery or equipment in a working environment. Buyers of any such plant, machinery or equipment are hereby required to ensure so far as reasonably practicable that such item will be safe and without risk to health and that the use of any such items at a place of work within the EEC & the United Kingdom does not contravene any such Act of Parliament or regulation applicable to such use.

13: Dangerous Substances

It is expressly brought to the attention of Buyers (and potential buyers) that certain types of plant or main service installations could contain blue and white asbestos, dangerous chemicals and hazardous waste which if not handled correctly during their removal from the premises could be in breach of the Health and Safety at Work Etc. Act 1974 Sections 2-9 Control of Substances Hazardous to Health Regulations 1988 (COSHH) or other current legislation regulating the use of such substances in a working environment. The Buyer shall ensure so far as is reasonably practicable that they comply with the Health and Safety at Work Etc. Act 1974, COSHH and other current legislation in connection with the removal, handling and transport of such dangerous substances and or hazardous waste or shall employ a specialist contractor to remove them. The Buyer shall, on request, satisfy the Auctioneers in relation to its removal procedures, and the removal of waste materials must be undertaken by an approved and licensed contractor. The Buyer will indemnify the Vendor, their servants or agents against any loss, damages or expenses suffered by them as a result of the Buyer's or a sub-contractor's failure to comply with this legislation.

14: Notices

Any notices or other communications shall be in writing and, if sent by post, shall be deemed to have been received by the addressee on the second working day after posting or, if the addressee is outside the United Kingdom, on the fifth working day after posting. If any written notice is delivered by hand, it shall be treated as having been received at that time. Any notice sent to the Auctioneers shall be sent to the Auctioneer's address as set out in the auction catalogue, or displayed on the auctioneer's web site on the notice specific to that sale. Any notice which the Auctioneers send to the Buyer may be sent to the Buyer's last address known to the Auctioneer.

15: Third Party Rights

Save as expressly provided in these conditions, no term of these conditions shall be enforceable under The Contracts (Rights of Third Parties) Act 1999 by a third party.

16: Governing Law

These Conditions and any Conditions contained in the Notices to Purchasers, along with all associated transactions and all connected matters shall be governed and construed in accordance with English Law.

17: Severability

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

End