

## **Auction Sales Catalogue Notice to Purchasers, Conditions & Listing**

**Ends 3pm Thursday 18th July 2019**

**VIEWING:** (unless stated otherwise in lot descriptions)  
9am-4pm Wednesday 17th & 9am-1pm Thursday 18th July 2019  
128a Station Road  
Sidcup  
Kent  
DA15 7AB

**PAYMENT:**  
Payment is strictly by cleared funds, No later than 11am Monday 22nd July 2019, unless previously approved. Payment can be made by Direct Bank Transfer only. No Debit Card or Cash on Collection will be accepted on-site. 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:**  
Friday 19th, Monday 22nd & Tuesday 23rd July 2019  
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 £10 + 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.  
Some goods within auctions are being offered for sale to satisfy outstanding warrants, if these warrants are satisfied prior to the sale ending, goods may be withdrawn without prior notice to buyers. In these circumstances, no compensation will be offered as this is out of our control.

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](http://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](http://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](http://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
3	Canon Image PROGRAF 6000 Wide Format Printer. Serial Number BAH00032, Supplied New November 2017, Total Print Area 174.5m <sup>2</sup>
4	Photo Booth & Magic Mirror (Description Coming Soon)
5	2 x Big Belly Solar Powered Waste Compacting Bins
6	CMO Cardboard Compactor & Banding Machine, Machine S/N 1889
8	La Marzocco Linea PB AV-2 Group Coffee Machine. S/N-PB012830. Comes with CTU-10 Water Filter, Milk Jugs and Accessories (As Viewed). Supplied New April 2018.
9	Victoria Arduino Mythos One Coffee Grinder. S/N RC0011802032584. Supplied New April 2018.
10	Houno Bake-Matic Steam Oven, Model BM-27, S/N FN084121, Power 415v, with 6 Racks & Shelf Under. Size H153cm x D86cm x W112cm
11	Garbin Convection Oven, Model 43DX, S/N 43240, Missing Trays & Rear Feet
12	Eco Freeze Capital Upright Stainless Steel Single Door Freezer, Model Omega 600L, S/N 16077145565, Year 2016.
13	Eco Freeze Capital Upright Stainless Steel Single Door Freezer, Model Omega 600L, S/N 16077145568, Year 2016.
14	CED Fabrications Ltd, Kubus Non STD, Drop In Assisted Service Glass Display Cabinet. Model KCMDKA53HT, S/N 297065A, DOM 18/09/2017. With 1 x Shelf, LED Lighting, Glass Front & Side Sneeze Screen, Gantry Mounted Digital Temperature Display & Controls, 3 x Kubus Cutting Boards (35cm) & Hydor Airflow Intake & Extract Kit, Model HIT150. Requires Plug. Size (H) 117cm x (W) 78cm.
15	CED Fabrications Ltd, Kubus KPA9AS, Assisted Service Ambient Patisserie Glass Display Cabinet. With 3 x Adjustable Glass Shelves, Low Energy Lighting with Push Button Controls, On Castors with Levelling Feet. Size (H) 141cm x (W) 90cm x (D) 75cm.
16	Foster Stainless Steel Undercounter Single Door Fridge, Model HR150-A, S/N E5440020
17	Foster Stainless Steel Undercounter Single Door Fridge, Model HR150-A, S/N E5464656
18	Foster Stainless Steel Undercounter Single Door Freezer, Model LR150-A, S/N E5440022
19	FFS Brands Group Electric Ceramic Contact Grill, Model MVL-FB FABA
20	Frost-Tech Polished Stainless Steel Slimline Dairy Deck with Nightblind, Model SD60/120FG, S/N 019/050416CN. Size (H) 195cm x (W) 120cm x (D) 60cm.
21	Foster Eco Pro G2 Stainless Steel 2 Door Upright Freezer on Castors with Shelves. Model EP1440H, S/N E5464654, 964L Capacity. Size (H) 207cm x (W) 144cm x (D) 82cm
22	Vogue Stainless Steel Double Deep Bowl Sink Unit with LH Drainer & Taps with Shelf Under. Size (H) 90cm x (W) 150cm x (D) 60cm
23	Stainless Steel 2 Door Cabinet with Single Sink Bowl & Taps with Loose Stainless Steel Storage Box. Size (H) 90cm x (W) 165cm x (D) 70cm
24	Stainless Steel 2 Tier Shelf Unit. Size (H) 47cm x (W) 45cm x (D) 45cm.
25	Magna Stainless Steel 2 Door Cabinet with 4 Draws, Double Deep Sink Unit with LH Drainer. Size (H) 90cm x (W) 150cm x (D) 60cm
26	Magna Stainless Steel 2 Door Cabinet with 4 Draws & Prep Counter Top. Size (H) 90cm x (W) 150cm x (D) 60cm
27	Magna Stainless Steel Prep Table with 2 Shelf Under. Size (H) 90cm x (W) 160cm x (D) 70cm
28	Magna Stainless Steel Prep Table with 1 Shelf Under. Size (H) 90cm x (W) 140cm x (D) 70cm
29	Lincat Seal Glass Display Cabinet GC36D with 2 Shelves & Sliding Rear Doors. Size (H) 49cm x (W) 60cm x (D) 35cm
30	Lincat Seal Glass Display Cabinet GC36D with 2 Shelves & Sliding Rear Doors. Size (H) 49cm x (W) 60cm x (D) 35cm
31	Miele Immer Besser Dishwasher, Model G 6620 SC. Appears Unused/Uninstalled
32	Vintotemp Illuminated Wine Cooler, Model VT-28TS-UK
33	Electriq Air Conditioning System with Wall Split Inverter Air Conditioner Outdoor, Model eIQ-18WMINV EX & Internal Unit, Model eIQ-18WMINV IN. Appears Unused/Uninstalled with Wall Mount
34	Lot to Include 5 x Stainless Steel Utensil Pots, 6 x Bobrick B-270 Washroom Equipment & 2 Tier Stainless Steel Bar Mixer Caddy & Lemon/Lime Slice Lift-Up Bar Pot
35	Stainless Steel Chopping Board Rack & 9 x Commercial Assorted Sized Chopping Boards
36	13 x Assorted Sized Trays to Include: 3 x Assorted Sized Oval Serving Trays, 9 x Round Trays & 1 x Black Oblong Tray.
37	2 x Wall Shelves in Metal. Size 1 x 120cm & 1 x 80cm.
38	Parry Premier Cup Dispenser with Tray Storage and Waste Under. Size H100cm x W80cm x D40cm. Supplied New 07/18
39	Probe Bank of 4 Personnel Lockers with Keys. Size (H) 180 x 30cm x 30cm.
40	2 x Coat Stands
41	Phoenix Digital Safe, Size H40Ccm x W35cm x D43cm (Code C0712#)

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
42*	Phoenix SS180 Series Fortress MKII Key Safe with Key, Size H35cm x W45cm x D35cm
43*	Ativa 8 Sheet Shredder, Model AT-8MCD
44	Ideal Shredder, Model 2200A
45	Canon Pixma Colour Printer, Model MG3250
46*	Canon Colour Printer, Model MP499. Comes with Canon 511 Fine Cartridge
46a	HP Photosmart Wireless All In One Colour Printer, Model SDGOB-1011. No Power Supply As Viewed
47	Brother Mono Printer, Model MFC L2700DN. Comes with New/Boxed Compatible Toner Cartridge TN2320
48	Samsung Pro Express Mono Laser Printer, Model M3320ND
49	Epson Perfection Flat Bed Scanner, Model V300 Photo
50	HP 15" ProBook, Model 650 G1, Intel Core i5-4201M CPU 2.6ghz, 4096MB RAM.
51	HP 15" Notebook, Model 250 G4, Intel Core i3-5005U, CPU 2.0ghz, 4 GB RAM, 436GB HDD,
52*	Asus 17" Laptop, Model X75A, Intel Core i3-3110M, CPU 2.4ghz, 4 GB RAM, 1TB HDD
53*	LG Flatron 21" Monitor, Model E2211s
54*	Samsung 18" Monitor, Model Syncmaster 943SN
55	LG Flatron 22" Monitor, Model W2242S
56	NEC 20" Monitor, Model L205GX
57	Samsung 19" Monitor, Model N13TM
58	AOC 18" Monitor, Model N41SW
59	HannsG 19" Monitor, HW191D
60	Dell 17" Monitor, Model E170Sb
61	2 x Monitors to Include: 1 x LG 15" Monitor, Model Flatron LW1515S & 1 x Hi Density Monitor, Model L157
62	HP ProDesk PC, Model 400G2-MT
63	Dell OptiPlex PC, Model 3020
64	HP Multi Tower PC, Model 2080G1
65*	HP PRO PC, Model 3400
66	HP PRO PC, Model 3400
67	HP Compaq PC, Model dx2400
68*	Zoostorm PC
69	Dell Vostro PC, Model D03D
70*	Advent PC, Model ECO PC
71	Dell PowerEdge Server, Model T110II
72	HP Proliant Rack Mounted Server, Model DL360 GEN9
73	HP Proliant Rack Mounted Server, Model DL360 GEN7
74	3 x Battery Pack Ups to Include : 2 x Eaton NV-1000H & 1 x Sweex PP200
75	Newlink 24 Port 10-100Mbps Fast Ethernet Switch
76	Watchguard XTM2 Series, Model FS1E5W
77	Tandberg Data RCX Quikstor External USB 3, with RDX 1TB Cartridge
78	Seaward Europa Plus Pat Tester, S/N XO2-1300. Comes with Carry Case.
79	Seaward Europa Plus Pat Tester, S/N W36-0862. Comes with Carry Case.
80	Seaward Europa Plus Pat Tester, S/N W36-0893
81	LG 22" LCD Monitor, Model 22M35AA with Power Supply
82	LG 23" LCD Monitor, Model 23MP65HA with Power Supply
83	Unbranded Tower PC. Intel Celeron CPU G1840 @ 2.80GHz, 4096MB RAM. NoHDD
84	Unbranded Tower PC. No HDD, RAM or Video Output (Sold For Spares or Repair)
85	4 x Cisco IP Phone, Model SPA504G
86	Panasonic KX-NCP500 Phone System with 3 x Panasonic AX-DT321 Hand Sets
87*	21 x Assorted Telephone Handsets to Include: 19 x Panasonic Handsets Including: 7 x KX-DT521 - 9 x KX-DT321 - 2 x KX-DT333 - 1 x KX-DT543, 2 x LG Nortel LDP-7016D
88	CCTV System with Hikvision Network Video Recorder, Model DS-7604Ni-E1/4P/A, 2 x Hikvision IR Network Cameras, Model DS-2CD2342WD-1 4mm, Dell Monitor & Mouse

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
89	Push Video 16ch H.264 DVR, Model KPD679H
90	Epson Till Receipt Printer TM-U220B, Model M188B
91	8 x Elo EPOS 15" Touchscreen POS, Model ESY 15E2, Running Windows Embedded POSReady 7, Intel Celeron CPU J1900 @ 1.99Ghz, 4096mb with Power Supplies, 7 x Magnetic Card Swipes, 4 x Cash Draws (No Keys) & Radall Barcode Scanner Model RD-S1. Originally Purchased New in August 2017. Note: Buyers will be required to register any license with the original supplier as this is being sold as hardware only.
92	Epos POS Monitor, Thermal Printer & 4 x Cashdraws (No Keys)
93	Acer X110P Overhead DLP Projector, Model DSV0008 with Ceiling Mount
94	Acer X110P Overhead DLP Projector, Model DSV0008 with Ceiling Mount
95	Acer X110P Overhead DLP Projector, Model DSV0008 with Ceiling Mount
96	Acer P1383W DLP Overhead Projector, Model DWX 1305 with Ceiling Mount
97	Peavey Euro Speaker on Adjustable Stand, Model Eurosys 500RX
98	Torque Speaker on Adjustable Stand
99	Eurosys 500 RX Speaker
100	Celestion Que Speaker (As Viewed)
101	2 x Nikkai Pure Connectivity 10m Speaker Leads (New)
102	Hama Camera Tripod Stand
103	Besson Brass Coronet Pocket Trumpet in Leather Bound Case
104	Velbon Camera Tripod, Model DF-61
105	Velbon Camera Tripod, Model DV6000
106	4 x Black Metal Folding Music Stands
107	Panasonic 49" LED TV, Model TX-49DX650B, S/N NB-6260332. Comes with Wall Mount & Remote Control
108	Panasonic 49" LED TV, Model TX-49DX650B, S/N NB-6260165. Comes with Wall Mount & Remote Control
109	Panasonic 49" LED TV, Model TX-49DX650B, S/N NB-6250650. Comes with Wall Mount.
110*	LG 50" TV, Model 50PZ550T. Comes with Wall Bracket & Remote
111	Samsung 23" TV with Remote Control, Model LE23M87BD (No Stand)
112	Swann Professional HD Security System, Pro 720P, 4 Channel DVR & 4 x Camera's (Boxed/New)
113	Brother QL-500 Professional Label Printer in Original Box withy Power Supply & Print Cable
114	Casio Electric Cash Register, Model SE-G1 with 3 x Keys
115	5 x Digital Photo Frames with Cobra RC Toys Cardboard Display Header (1 x Boxed/New, 4 x Ex-Display)
116	Bike Pump
117	Low Alpine Rucksack, Crossevent 35+5 (Shop Soiled)
118	3 x Halfords 20L Army Green Jerry Cans
119	Halfords Advanced Socket Set
120	Car Battery Charger (No Leads)
121	DeWalt DW703 Chop Saw
122	2 x Makita Drills, 1 x Battery & Charger
123	Wickes 1200W Router
124	Qualtex 10Lt Wet & Dry Vacuum, Model K411, with Hose
125	Stayer 35 Vacuum Cleaner 2000 Wmax with Hose
126	Hetty Hoover, Model HET 200A with Attachments
127	Hetty Hoover, Model HET 200A with Attachments
128	Chrome Main Event Border System with 5 x Barrier Stands & 4 x Red Ropes
129	Barrier System with 2 x Barrier Stands with Retractable Line
130	Karcher Pressure Washer
131	Draper 100 Litre HP2 Compressor, Type Codec 100/260M, S/N 9020076516.
132	Metabo Portable Compressor, Model Power 300 with Air Line.
133	DF-Pallet Truck, Capacity 2500KG.
134	Hailo 3pc Extension Ladder, Model Masterstep Plus 9309-50, Maximum Height 6.7m.
136*	Mobility Buddy Soft Brown Faux Leather Electric Reclining Armchair

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
137*	HSL Chenil Fabric Electric Reclining Armchair
138	Libre Round 70cm Dia Filigree Effect Mirror
139	4 x Retro Metal Stacking Stools (2 x Light Blue / 2 x Cream)
140	Beige Button Backed Leather Adjustable High Stool with Chrome Base
141	2 x New/Unused Swivel Top Stools with Red Metal Frame and Dark Wood Seat.
142	2 x Swivel Top Stools with Red Metal Frame and Dark Wood Seat.
143	2 x Swivel Top Stools with Red Metal Frame and Dark Wood Seat.
144	2 x Swivel Top Stools with Red Metal Frame and Dark Wood Seat.
145	Swivel Top Stool with Black Metal Frame and Dark Wood Seat (Missing Nut)
146	Small F&M Wicker Hamper Basket. Size 24cm x 50cm x 30cm (Missing Strap)
147	46 x Assorted Glass Jars, Jugs, Vases & Bottles (Some with and some without caps, as viewed)
148	Box of Assorted Glassware (As Viewed)
149	Ben & Jerry's LED Display Sign (Untested). Size L350cm x H50cm x D13cm (As Viewed)
150	Light Wood Office Side Board Cabinet with Interior, 1 x Draw & 2 Doors on Metal Framed Leg Base. Size (H) 62cm x (W) 96cm x (D) 46cm.
151	3 x Modular Pod, Back to Back White Top Desk Station with Green Fabric Dividers, White Metal Frame & Wire Tidies
152	3 x Niceday, Black Faux Leather Office Swivel Chairs with Chrome Base & Armrests. (As Viewed)

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%.

## 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