

COLLECTIVE AUCTION CATALOGUE
Notice to Purchasers, Conditions & Listing

Ends 3pm Friday 19th June 2020

VIEWING BY APPOINTMENT:

10am-3pm Wednesday 17th June 2020
42 Wimpole Street, London W1G 8YF

PAYMENT: Payment is strictly by cleared funds, No later than 2pm Monday 22nd June 2020, unless previously approved. Payment can be made by Direct Bank Transfer or Debit Card Only (NO cash will be accepted & NO card payment is taken automatically from your registered card).

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:

Strictly by Appointment Only

10am-3pm Tuesday 23rd & Wednesday 24th June 2020
42 Wimpole Street, London, W1G 8YF

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 £20 + 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: We strongly advise prospective bidders to contact us with any questions and queries before bidding as when a successful bid is placed, a binding contract is formed. Reserves may be removed or lowered at any point during the course of the sale, therefore all bids are valid and legally binding. Any sales agreed with registered bidders after the Auction end will be in accordance with these terms of sale.

Although every effort is made to describe goods accurately, buyers are recommended to view all goods prior to bidding as all lots are sold without warranty or guarantee. 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.

Some goods within auctions may be 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

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	The Time Piece' Multi Weight Station Gym to Include: Lat Pull Down, Assisted Pull Up & Dip, Adjustable Single Track Pulley with Rowing Seat & Shoulder/Squat Press Position. Comes with Adjustable Weights Bench & Attachments for Positions (As Pictured). Library Book Style Weights Include 15 x 5kg, 51 x 10kg & 22 x 20kg. Overall Size - (Height) 8ft x (Length) 15ft x Width) 9ft 6" Collection From Notting Hill
2	The Time Piece' Multi Weight Station Gym to Include: Adjustable Single Track Pulley, Shoulder/Squat Press Position, Back Extension & Leg Curl Position. Comes with Adjustable Weights Bench & Attachments for Positions (As Pictured). Library Book Style Weights Include 7 x 5kg, 61 x 10kg & 14 x 20kg. Overall Size - (Height) 8ft x (Length) 14ft x Width) 5ft 6" Collection From Notting Hill
3	The Time Piece' Multi Weight Station Gym to Include: Lat Pull Down, Assisted Pull Up & Dip, Adjustable Single Track Pulley with Rowing Seat & Shoulder/Squat Press Position. Comes with Adjustable Weights Bench & Attachments for Positions (As Pictured). Library Book Style Weights Include 15 x 5kg, 51 x 10kg & 22 x 20kg. Overall Size - (Height) 8ft x (Length) 15ft x Width) 9ft 6"
4	The Time Piece' Multi Weight Station Gym to Include: Adjustable Single Track Pulley, Shoulder/Squat Press Position, Back Extension & Leg Curl Position. Comes with Adjustable Weights Bench & Attachments for Positions (As Pictured). Library Book Style Weights Include 7 x 5kg, 61 x 10kg & 14 x 20kg. Overall Size - (Height) 8ft x (Length) 14ft x Width) 5ft 6"
5	Lonsdale 6ft Brown Leather Punch Bag on Heavy Bespoke Copper Effect Coiled Tube Base. Comes with a Pair Brown BOXITALIA Bag Mitts.
6	Artis' Vintage Brown Leather 5ft Pommel Horse on Wooden Legs
7	Niels Larsen' Vintage 2ft Brown Suede Pommel Horse on Wooden Legs
8	Vintage Black Leather Medicine Ball
9	Seca Scales 813, Max Capacity 200kg on Bespoke Grey Base
10	Seca Scales 813, Max Capacity 200kg on Bespoke Grey Base
11	Assorted Quantity of Dumbbell Weights to Include: 22 x 1kg, 4 x 3kg & 1 x 20kg Bodymax Olympic Rubber Plate (Boxed/New)
12	Quantity of Yoga Equipment to Include: 19 x Yoga Mats, 12 x Yoga Blocks, Quantity of New & Used Resistance Bands, 15 x Yoga Balls, 1 x Fitness Ball & 1 x Foam Roller (As Pictured/Viewed)
13	Lot Withdrawn
14	Antoni ACC35 Cello with P & H London Bow. Comes with Carry Case, Stand & 3 x Cello Music Books
15	Lenzkirch Wall Clock Late Victorian, with German Gebrauchs-Muster Movement, S/N 263236. Comes with Key. Size (H) 110cm x (W) 48cm x (D) 21cm. Requires Minor Repair & Restoration (As Viewed/Pictured)
16	Jaycee Furniture (Brighton Ltd) Oak Wood Tall Case Grandfather Clock Tempus Fugit Brass Dial. Size (H) 186cm x (W) 41cm x (D) 25cm
17	Fen Clock Dark Mahogany Tall Case Grand Father Clock. Size (H) 194cm x (W) 45cm x (D) 26cm
18	4 Leg Dark Wood, Coat & Umbrella Stand with Brass Hooks. Size (H) 183cm
19	Brown Stitched Leather Vertical Umbrella Stand
20	Gentleman's Fold Out Writing Desk with Hinged Lid & Tan Leather In Lay. Size (H) 80cm x (W) 74cm x (D) 43cm
21	John Carter London, Antique Vistorian 19th Century Mahogany Adjustable Reading Table Height & Tilt. Size (W) 83cm x (D) 43cm
22	Blue Leather Padded Button Back Reception/Writing Chair
23	Carved Oak Wood Dining Chair with Upholstered Seat
24	Round Dark Mahogany Dining Table on Single Pedestal with Brass Claw Casters & 4 x Wooden Carved Dining Chairs with Upholstered Seats & Ball & Claw Feet. Size (H) 78cm x (DIA) 122cm
25	Wood Veneered Break Front Console Table with Single Drawer & Brass Handles. Size (H) 83cm x (W) 130cm x (D) 41cm
26	Wood Veneered Break Front Console Table with Single Drawer & Brass Handles. Size (H) 83cm x (W) 130cm x (D) 41cm
27	Wood Veneered Break Front Console Table with Single Drawer & Brass Handles. Size (H) 83cm x (W) 130cm x (D) 41cm
27a	Wood Veneered Break Front Console Table with Single Drawer & Brass Handles. Size (H) 83cm x (W) 130cm x (D) 41cm
28	Michael D'Souza Mufti Havana Buckle Chair with Brown Leather Padded Seat & Back with Buckle Strapping
29	Michael D'Souza Mufti Havana Buckle Chair with Brown Leather Padded Seat & Back with Buckle Strapping
30	Michael D'Souza Mufti Square Leg Glass Coffee Table with Leather Legs. Size (H) 41cm x (W) 90cm x (D) 90cm
31	Havana Narrow Mirror Tray in Oxblood Leather. Size (H) 80cm x (W) 26cm
32	Fraser Budd of Bristol England Georama 19" Mobile Globe on Brass Castors with Compass
33	3 x Chrome Garden Lanterns. Size H85cm x W23cm x D23cm & H55cm x W23cm x D23cm. NOTE: Glass broken to 3 panels (As Pictured)
34	Pair of Chairs Ltd, Beige Upholstered Studded Stalls with Fabric Covered Legs. Size H57cm x W57 x 46cm

All lots are sold as seen, not all faults are stated, some items maybe incomplete.

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Lots without an asterisk '*' are sold subject to VAT at 20.00%.

Auction Catalogue

Lot No.	Description
35	Pair of Dark Grey Fabric Barrell Storage Stalls. Size H40cm x Dia45cm
36	Light Brown Crushed Velour Backless Bench on Wooden Legs. Size H66cm x W115cm x D45cm
37	Mottled Silver Crushed Velour Backless Bench on Wooden Legs. Size H66cm x W115cm x D45cm
38	Multi York High Wingback Chair in Light Coloured Crushed Velour with Dark Grey Cushion. Size (H) 108cm
39	Multi York High Wingback Chair in Light Coloured Crushed Velour with Dark Grey Cushion. Size (H) 108cm
40	Mottled Grey Fabric Upholstered 2 Seater Sofa with 3 Designer Guild Green Scatter Cushions. Size H83cm x W170cm x D84cm
41	2 Seater Sofa Bed Upholstered in Light Brown Crushed Velour with Feather Filled Cushions, Sedac Meral Sofa Bed Mechanism & 4 Scatter Cushions. Size H100cm x W190cm x D100cm
42	3 Seater Chesterfield Style Sofa Upholstered in Light Brown Crushed Velour with Feather Filled Cushions & 4 Voyage Maison Patterned Scatter Cushions. Size H70cm x W220cm x D90cm
43	2 Seater Sofa Upholstered in Grey Fabric with Stud Detail on Wooden Legs & Castors with 3 Crushed Velour Scatter Cushions. H75cm x W 155cm x D70cm. NOTE: Stain on seat requires cleaning
44	Large Grey Patterned Crushed Velour Pouffee. Size H40cm x W85cm x D85cm
45	3 x Grey Tartan Patterned Upholstered Button Back Club Chairs with Studded Detail on Wood Legs. Size H78cm
46	2 x Black Velvet Lounge Chairs with Silver Stud Detail. Size H90cm
47	3 x Black Carved Wood Chairs with Purple Crushed Velour Padded Seat, Black Velvet Padded Back with Silver Stud Detail. H97cm
48	Designers Guild Furniture Purple & Lime Green Backed Upholstered Casual Chair with Scatter Cushion. Size H80cm
49	5 x Round Patterned Metal Framed Side Table with Glass Top. Size H49cm x D50cm & H40cm x D40cm
50	Foil Wrapped Side Table with Bent Legs. Size H60cm x W50cm x D50cm (Condition As Viewed)
51	Pair of Silver Coloured & Black Shade Candle Stick Side Lamps. Size H67cm
52	Pair of Triple Column Side Lamps in Brass/Perspex/Chrome with Light Brown Shade. H65cm
53	3 x Glass Single Column Side Lamps with Light Brown Shades. H37cm & 47cm (Conditions As Pictured)
54	6 Panel Bevel Edged & Cut Glass Hanging Lantern with Garland Detail Effect. Approx Height 125cm x W50cm. NOTE: Buyer to dismantle
55	Antique Brass 6 Arm 12 Candle Cut Glass Droplet Chandelier. Approx Height 100cm x W100cm
56	Decorative Gold Gilt Mirror with 2 Wood Wall Sconces. Size H169cm x W120cm
57	Very Large Gold Gilt Bevel Edged Mirror with 2 Wood Wall Sconces. Size H133cm x W197cm
58	Very Large Gold Gilt Bevel Edged Mirror. Size H133cm x W197cm
59	Antique Effect Bevel Edged Mirror. Size H195cm x W72cm
60	Silver Gilt Decorative Mirror. Size H173cm x W70cm
61	Silver Gilt Decorative Mirror. Size H173cm x W70cm
62	Gold Gilt Bevel Edged Mirror. Size H102cm x W130cm
63	Very Large Gold Gilt Bevel Edged Mirror. Size H133cm x W197cm
64	Wooden Framed Bevel Edged Mirror. Size H192cm x W115cm
65	Stone Effect Moulded Frieze of 2 Men on Horseback. Size H103cm x W145cm
66	4 x Louis Ghost Design S+ARCK by Kartell Stacking Chairs
67	Round Glass Table on Glass Base. Size H72cm x D100cm
68	2 x Wooden Fold Out Chairs
69	High Top Hard Wood Outdoor Bar Table on Metal Base. Size H110cm x D70cm
70	Painted Wood 4 Shelf Book Case with Drawer Under. Size H191cm x W100cm x D40cm
71	Black High Gloss 3 Drawer TV Cabinet. H45cm x W180cm x D50cm
72	3 x Bolero Plastic Folding Trestle Tables
73	Polished Metal Framed Console Table with Glass Top & Glass Shelf Under. Size H70cm x W130cm x D40cm
74	Grey Upholstered Button Topped Ottoman. Size H42cm x W160cm x D47cm. NOTE: Requires cleaning
75	Reproduction Twin Pedestal Wood Veneer & Varnished Desk with 9 Drawers & Black Leather Inlay. Size H77cm x W122cm x D59cm
76	The Design Council Metal Framed & Brown Leather Swivel Office Chair
77	Large 3.5m Extending Wooden Dining Room Table with 6 Leaves & 6 High Back Dining Chairs with Covers. Size H80cm x W135cm x L230cm (with 3 Leaves Fitted) & 3 Additional Leaves
78	Pair of Black High Gloss Adjustable Stools on Metal Base with Foot Rest

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79	Miele Wine Cooler, Model KWT4154 UG-1
80	AEG Integrated Tumble Dryer, Model 7000 Series Lavatherm
81	Miele Integrated Washing Machine, Honey Comb Care W2819 Water Control System
82	Ornate Cast Iron Log Grate. Size W93cm
83	Ornate Cast Iron Log Grate. Size W74cm
84	Ornate Cast Iron Log Grate. Size W74cm
85	Ornate Cast Iron Log Grate. Size W93cm
86	Spare
87	Spare
88	Spare
89	8 x Kilner Water Dispensers & 1 x Other. NOTE: some incomplete (As Viewed/Pictured)
90	Approximately 230 Pieces of Assorted White Crockery to Include: Serving Platters, Dinner Plates, Side Plates, Bowls, Coffee Cups, Saucers, Trays & Other (As Viewed/Pictured)
91	Approximately 300 Assorted Boxed & Unboxed Glassware to Include: Champagne Flutes, Wine Glasses, Hi Ball Glasses, Shot Glasses & Tumblers (As Viewed/Pictured)
92	32 x Assorted Vases, Glass Ornaments & Display Items (As Viewed/Pictured)
93	Pair of Ceramic Ornamental Display Urns with Lids. Size H70cm
94	Stone Decorative Ornament Depicting Fruit & Flowers. Size H64cm
95	4 Pairs of Candle Holders & 1 Candle Lantern
96	Silver Gilt Decorative Bevel Edged Mirror. Size H108cm x W135cm
97	Glazed, Framed & Mounted Print. Size H66cm x W56cm
98	Glazed & Framed Ovenex Knife & Fork Print. Size H58cm x W49cm
99	Glazed, Framed & Mounted - 9 English Cigarette Football Cards. Size H38cm x W29cm
100	Glazed, Framed & Mounted - 5 Cigarette Mad Hatter Cards. Size H36cm x W23cm
101	Mirror Framed Picture of Audrey Hepburn. Size H87cm x W68cm
102	Mirror Framed Picture of James Dean. Size H58cm x W58cm
103	Large Silver Layered Frame Bevel Edged Mirror. Size H110cm x W140cm
104	Glazed, Framed & Mounted Print Villa Pisani, Veneto. Size H52cm x W52cm
105	Hotel Westminster Clock. Size Diameter 60cm
106	Glazed, Framed & Mounted Picture of Envelope. Size H63cm x W83cm
107	Pair of Glazed, Framed & Mounted Prints of French Caf�� Scene. H85cm x W85cm
108	Glazed, Framed & Mounted Perspex Picture of 2 French Lovers. Size H42cm x W42cm
109	Mirror Framed Picture of Marilyn Monroe. Size H87 x W67cm
110	Pair of Glazed, Framed & Mounted Prints By U Hammond of Shopping Arcade. Size H66cm x W66cm
111	Glazed, Framed & Mounted Picture of Acien Hemisphere. Size H90cm x W90cm
112	Heavy Gilt Frame with Print. Requires Minor Restoration
113	11 x Charles Dickens Illustrated Books to Include: Pickwick Papers/Little Dorrit/Dombey and Son/Our Mutual Friend/Bleak House/Christmas Books Etc/Christmas Stories Edwin Drood/David Copperfield/Barbary Rudge Hard Times/Old Curiosity Shop Etc/Nicholas Nickleby (As Viewed/Pictured)
114	Jack Otway (2015) 'The False Beamer' Acrylic on Wet-Sanded Gesso. Size 61 x 46cm.
115	Framed, Glazed & Mounted Limited Edition Print (41/200) Artwork of Bird Symbol/Stamp. Size 52cm x 47cm.
116	5 x Prints to Include: The Coda Collection (62 x 95cm) America's Cup Australia 87 (103 x 56cm) Communication Artist of New Mexico (50 x 72cm) New York - Jeff Botz (47 x 63cm) Zebra Poster (60 x 94cm) NOTE: 3 x Framed & Glazed (As Viewed/Pictured)
117	2 x Memphis Chicks Baseball Posters. Framed, Glazed & Mounted. Size 55 x 99cm.

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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