

**ON-LINE WINE AUCTION CATALOGUE
Notice to Purchasers, Conditions & Listing**

Ends 1pm Wednesday 21st October 2020

VIEWING: By Appointment Only

9am-4pm Tuesday 20th & 9am-1pm Wednesday 21st June 2020
128a Station Road, Sidcup, Kent, DA15 7AB

PAYMENT: Payment is strictly by cleared funds, No later than 2pm Friday 23rd October 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: By Appointment Only

9am-4pm Thursday 22nd & Friday 23rd October 2020
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 £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	6 x Bottles of Jean Paul Deville Champagne, 75cl
2	6 x Bottles of Jean Paul Deville Champagne, 75cl
3	6 x Bottles of Jean Paul Deville Champagne, 75cl
4	6 x Bottles of Jean Paul Deville Champagne, 75cl
4a	Box of 6 Bottles of Jean Paul Deville Champagne, 75cl
4b	Box of 6 Bottles of Jean Paul Deville Champagne, 75cl
5	4 x Bottles of Louis D'OR Champagne, 75cl
6	12 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante, 75cl
7	12 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante, 75cl
8	12 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante, 75cl
9	12 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante, 75cl
10	12 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante, 75cl
11	12 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante, 75cl
12	12 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante, 75cl
13	12 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante, 75cl
14	12 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante 75cl
15	22 x Bottles of Bernardi Refontolo Prosecco Vino Frizzante 75cl
16	6 x Bottles of Corte Alta Prosecco, 75cl
17	6 x Bottles of Corte Alta Prosecco, 75cl
18	6 x Bottles of Corte Alta Prosecco, 75cl
19	6 x Bottles of Corte Alta Prosecco, 75cl
20	12 x Bottles of Corte Alta Prosecco, 75cl
21	8 x Bottles of Tiamo Prosecco, 20cl
22	24 x Bottles of Lamarca Prosecco, 20cl
23	14 x Bottles of Lamarca Prosecco, 20cl
24	Box of 12 Granfort Cabernet Sauvignon 2018, 75cl
25	Box of 12 Granfort Merlot 2018, 75cl
26	Box of 12 Taron Rioja Tempranillo 2018, 75cl
27	Box of 12 Trivento Tribu Malbec 2019, 75cl
28	Box of 12 Trivento Tribu Malbec 2018, 75cl
29	Box of 6 Hamilton Heights Shiraz 2018, 75cl
30	Box of 6 Hamilton Heights Shiraz 2018, 75cl
31	Box of 6 Hamilton Heights Shiraz 2018, 75cl
32	Box of 6 Hamilton Heights Shiraz 2018, 75cl
33	Box of 6 Remy Ferbras Cotes Du Rhone 2017, 75cl
34	Box of 6 Remy Ferbras Cotes Du Rhone 2017, 75cl
35	Box of 6 Remy Ferbras Cotes Du Rhone 2017, 75cl
36	Box of 6 Three Realms Pinot Noir 2018,75cl
37	Box of 6 Three Realms Pinot Noir 2018,75cl
38	Box of 6 Three Realms Pinot Noir 2018,75cl
39	Box of 6 Three Realms Pinot Noir 2018,75cl
40	Box of 6 Sensa Pinot Noir 2017, 75cl
41	Box of 6 Sensa Pinot Noir 2018, 75cl
42	Box of 6 Pascal Clement Beaujolais Villages 2017, 75cl
43	Box of 6 Il Tauro Salice Salentino Riserva 2105, 75cl
44	Box of 6 Bodegas Manzanos Siglo Rioja, 75cl
45	Box of 6 Sangiovese Boira 2017, 75cl
46	Box of 6 Chateau La Pigotte Tera Feu Medoc 2105, 75cl
47	Box of 6 Louis Jadot Macon 2017, 75cl

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

Auction Catalogue

Lot No.	Description
48	Box of 6 Chateau Cap De Merle Bordeaux Superieur 2106, 75cl
49	Box of 6 Casa Azul Valle Central Merlot 2018, 75cl
50	Box of 6 Casa Azul Valle Central Merlot 2018, 75cl
51	Box of 6 Casa Azul Valle Central Merlot 2018, 75cl
52	Box of 6 Casa Azul Valle Central Merlot 2018, 75cl
53	Box of 6 Le Fregent Bordeaux 2015, 75cl
54	Box of 6 Le Fregent Bordeaux 2015, 75cl
55	Box of 6 Le Fregent Bordeaux 2015, 75cl
56	2 x Boxes of 6 Valle De Colhagua Metic Merlot 2019, 75cl
57	2 x Boxes of 6 Valle De Colhagua Metic Merlot 2019, 75cl
58	2 x Boxes of 6 Valle De Colhagua Metic Merlot 2019, 75cl
59	2 x Boxes of 6 Valle De Colhagua Metic Merlot 2019, 75cl
60	2 x Boxes of 6 Valle De Colhagua Metic Merlot 2019, 75cl
61	2 x Boxes of 6 Valle De Colhagua Metic Merlot 2019, 75cl
62	2 x Boxes of 6 Valle De Colhagua Metic Merlot 2019, 75cl
63	18 x Bottles of Valle De Colhagua Metic Merlot 2109, 75cl
64	18 x Bottles of Valle De Colhagua Metic Merlot 2109, 75cl
65	18 x Bottles of Le Fregent Bordeaux 2015, 75cl
66	18 x Bottles of Le Fregent Bordeaux 2015, 75cl
67	7 x Bottles of Poulsard Cotes Du Jura 2018, 75cl
68	7 x Bottles of Poulsard Cotes Du Jura 2018, 75cl
69	7 x Bottles of Casa Azul Valle Central Merlot 2018, 75cl
70	7 x Bottles of Millstream Pinotage 2018, 75cl
71	7 x Bottles of Chateau La Pigotte Terre Feu Medoc 2015, 75cl
72	7 x Bottles of Sensas Pinot Noir 2017, 75cl
73	6 x Bottles of Trivento Malbec 2018, 75cl
74	6 x Bottles of Trivento Malbec 2018, 75cl
75	7 x Bottles of Remy Ferbras Cotes Du Rhone 2017, 75cl
76	7 x Bottles of Esprit de Lussac Saint Emillion 2016, 75cl
77	6 x Bottles of Georges Duboeuf Fleurie 2108, 75cl
78	7 x Bottles of Trivento Tribu Malbec 2019, 75cl
79	6 x Bottles of Tulbagh Winery Shiraz/Pinotage 75cl
80	6 x Bottles of Hamilton Heights Shiraz 2018, 75cl
81	5 x Bottles of Domaine Des Dames de la Roche Brouilly 2017, 75cl
82	6 x Bottles of Il Tauro Salice Salentino Riserva 2016, 75cl
83	5 x Bottles of Chateauneuf du Pape 2017, 75cl
84	5 x Bottles of Casa Vinironia Appassimento Grande Edizione 2017, 75cl
85	6 x Bottles of Chateau Cap De Merle Bordeaux Superieur 2016, 75cl
86	4 x Bottles of Pascal Clement Beujolais Villages 2017, 75cl
87	5 x Bottles of Three Realms Pinot Noir 2018, 75cl
88	3 x Bottles of Siglo Tempranillo Rioja, 75cl
89	3 x Bottles of Boira Sagiovese 2017, 75cl
90	6 x Bottles of Assorted Red Wines to Include: 2 x Concha Toro Cabernet Sauvignon 2019, 2 x Don Jacobo Rioja 2015 & 2 x Francois Crochet Sancerre 2015, 75cl
91	5 x Bottles of Assorted Red Wine to Include: 1 x M & E Roblin Sancerre 2014, 1 x Louis Jadot Macon 2107, 1 x Il Tauro Riserva 2015, 1 x Marques de Castilla 2106, 1 x Carmen Reserva Pinot Noir 2007, 75cl
92	7 x Bottles of Assorted Red Wine to Include: 3 x Baron de Baussac Carignan 2017, 4 x Ribellata Sangiovese 2017, 75cl
93	6 x Bottles of Assorted Red Wine to Include; 4 x Monte Lagares Rioja 2017, 2 x Elmoluro Tempranillo 2016, 75cl
94	9 x Bottles of Turning Heads Pinot Noir 2016, 75cl
95	6 x Bottles of Nedeburg The Manor Cabernet Sauvignon 2018, 75cl

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Lot No.	Description
96	6 x Bottles of Nedeburg The Manor Cabernet Sauvignon 2018, 75cl
97	8 x Bottles of Taron Tempranillo Rioja 2108, 75cl
98	8 x Bottles of Taron Tempranillo Rioja 2108, 75cl
99	15 x Bottles of Granfort Pays d'Orc Merlot 2018, 75cl
100	15 x Bottles of Granfort Pays d'Orc Merlot 2018, 75cl
101	12 x Bottles of Granfort Pays d'Orc Cabernet Sauvignon 2018, 75cl
102	12 x Bottles of Granfort Pays d'Orc Cabernet Sauvignon 2018, 75cl
103	Box of 12 Bottles of Granfort Pays d'Orc Cinsault Rose 2018, 75cl
104	Box of 12 Bottles of Granfort Pays d'Orc Cinsault Rose 2018, 75cl
105	15 x Bottles of Granfort Pays d'Orc Cinsault Rose 2018, 75cl
105a	16 x Bottles of Bergerie Delabastide Rose 2018, 75cl
106	Box of 6 Bottles of San Antini Pinot Grigio Rose 2019, 75cl
106a	Case of 6 Bottles of Bergerie Delabastide Rose 2018, 75cl
106b	Case of 6 Bottles of Bergerie Delabastide Rose 2018, 75cl
107	8 x Bottles of San Antini Pinot Grigio Rose 2018/19, 75cl
108	6 x Bottles of Marquesa De La Cruz Garnacha Rosado 2018, 75cl
109	5 x Bottles of Azabache Garnacha Viura 2017, 75cl
110	48 x Bottles of Villa St Jean Pays D'Oc White Wine 2018, 75cl
111	49 x Bottles of Villa St Jean Pays D'Oc White Wine 2018, 75cl
112	Box of 6 Bottles Villa St Jean D'Orc White Wine 2018, 75cl
113	Box of 6 Bottles Villa St Jean D'Orc White Wine 2018, 75cl
114	Box of 6 Bottles Villa St Jean D'Orc White Wine 2018, 75cl
115	Box of 6 Bottles Villa St Jean D'Orc White Wine 2018, 75cl
116	Box of 6 Bottles Villa St Jean D'Orc White Wine 2018, 75cl
117	Box of 6 Bottles Villa St Jean D'Orc White Wine 2018, 75cl
118	Box of 6 Bottles Villa St Jean D'Orc White Wine 2018, 75cl
119	Box of 6 Bottles Villa St Jean D'Orc White Wine 2018, 75cl
120	Box of 6 Bottles of The Winery Of Good Hope Chenin Blanc 2018, 75cl
121	25 x Bottles of The Winery Of Good Hope Chenin Blanc 2018, 75cl
122	25 x Bottles of The Winery Of Good Hope Chenin Blanc 2018, 75cl
123	25 x Bottles of The Winery Of Good Hope Chenin Blanc 2018, 75cl
124	Box of 6 Bottles of Jean Baptiste Adam Riesling 2017, 75cl
125	Box of 6 Bottles of Jean Baptiste Pinot Blanc 2017, 75cl
126	Box of 6 Bottles of Krizno Sauvignon Blanc 2018, 75cl
127	Box of 6 Bottles of Krizno Sauvignon Blanc 2018, 75cl
128	Box of 6 Bottles of Alfredini Pinot Grigio 2017, 75cl
129	Box of 6 Bottles of Alfredini Pinot Grigio 2017, 75cl
130	Box of 6 Bottles of Domaine de La Tourmaline Muscadet de Sevre et Maine Sur Lie 2018, 75cl
131	Box of 6 Bottles of Domaine de La Tourmaline Muscadet de Sevre et Maine Sur Lie 2018, 75cl
132	Box of 6 Bottles of Don Jacob Rioja Viura 2018, 75cl
133	Box of 12 Bottles of La Campagne Viognier White Wine 2019, 75cl
134	Box of 12 Bottles of La Campagne Viognier White Wine 2019, 75cl
135	Box of 12 Bottles of La Campagne Viognier White Wine 2019, 75cl
136	6 x Bottles of La Campagne Viognier White Wine 2019, 75cl
137	6 x Bottles of La Campagne Viognier White Wine 2019, 75cl
138	6 x Bottles of La Campagne Viognier White Wine 2019, 75cl
139	6 x Bottles of Don Jacobo Rioja Viura 2018, 75cl
140	6 x Bottles of Turning Heads Sauvignon Blanc 2018, 75cl
141	6 x Bottles of Toledana Single Estate Gavi 2017, 75cl

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Lot No.	Description
142	6 x Bottles of Pierre Brevin Vouvray White Wine 2017, 75cl
143	6 x Bottles of Don Jacobo Rioja Viura 2018, 75cl
144	5 x Bottles of Saint Veran Vin de Bourgogne 2018, 75cl
145	5 x Bottles of Copperstone Creek Chardonnay 2017, 75cl
146	5 x Bottles of Louis Jadot Macon Villages White Wine 2018, 75cl
147	10 x Bottles of Jean Baptiste Adam to Include: 6 x Pinot Blanc 2017 & 4 x Riesling 2017
148	4 x Bottles of Krizno Sauvignon Blanc 2018, 75cl
149	4 x Bottles of Berri Estates Unoaked Chardonnay 2017, 75cl
150	4 x Bottles of Bantry Bay Chenin Blanc 2019, 75cl
151	4 x Bottles of Whale Point Sauvignon Blanc 2019, 75cl
152	4 x Bottles of Whale Point Sauvignon Blanc 2019, 75cl
153	4 x Bottles of Domaine Luquet Clos De Condemine Macon Villages 2018, 75cl
154	5 x Bottles of Domaine Luquet Clos De Condemine Macon Villages 2018, 75cl
155	4 x Bottles of Paul Deloux Chablis 2018, 75cl
156	4 x Bottles of Domaine de la Tourmaline Muscadet Sevre et Maine Sur Lie 2018, 75cl
157	27 x Bottles of Alfredini Catarratto Pinot Grigio 2017/2018, 75cl
158	20 x Bottles of Granfort Pays d'Oc Chardonnay 2018, 75cl
159	18 x Bottles of Granfort Sauvignon Blanc Vin De France 2019, 75cl
160	30 x Bottles of Domaine L' Ancienne Cure MonBazillac 2015, 37.5cl
161	Case of 6 Bottles of Smirnoff Vodka, 70cl
162	2 x Bottles of Smirnoff Vodka, 70cl
163	3 x Bottles of Russian Standard Vodka, 70cl
164	1 x Smirnoff Vodka & 1 Bottle of Bacardi White Rum, 1lt
165	Bottle of Bacardi White Rum, 70cl
166	2 x Bottles of Gordons Special Dry London Gin, 70 cl
167	2 x Bottles of Gordons Special Dry London Gin, 70 cl
168	3 x Bottles of Captain Morgan Dark Rum, 70cl
169	2 x Bottles of Captain Morgan Dark Rum, 70cl
170	2 x Bottles of Goslings Black Seal Bermuda Black Rum, 70cl
171	3 x Bottles of Goslings Black Seal Bermuda Black Rum, 70cl
172	Bottle of Jack Daniels Tennessee Whiskey, 70cl
173	Bottle of Johnnie Walker Black Label Scotch Whisky, 70cl
174	2 x Bottles of Pimms No 1, 70cl
175	Bottle of Pimms No 1, 1Lt
176	Bottle of Disaronno Italian Liquer, 50cl
177	Bottle of Jägermeister, 70cl
178	2 x Bottles of Liqueur to Include: 1 x Kahlua, 70cl & 1 x Marks & Spencer Chocolate Liqueur, 35cl
179	3 x Bottles of Grand Marnier, 70cl
180	Bottle of Patron Silver Tequila, 70cl
181	Bottle of Patron Silver Tequila, 70cl
182	Bottle of Patron Silver Tequila, 70cl
183	2 x Bottles of Jose Cuervo Tequila, 70cl
184	Bottle of Sierra Silver Tequila, 50cl
185	Bottle of Antica Sambuca Classic, 70cl
186	2 x Bottles of Bellino Crema All Uovo, 70cl
187	Case of 8 Bottles of Hobgoblin Gold Beer, 50cl
188	Case of 12 Bottles of Old Mount Cider Pineapple & Raspberry Flavour, 50cl. BBE 30/09/20
189	5 x Cases of 24 Bottles of Budweiser Budvar Czech Imported Lager, 33cl. BBE 14/10/2020
190	14 x Cans of Guinness, 52cl

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Auction Catalogue

Lot No.	Description
191	14 x Cans of Guinness, 52cl
192	Case of 24 Cans of Guinness, 52cl. BBE 01/10/2020
193	Quantity of Mixer Drinks to Include: 2.5 x Cases of Schweppes, 1 x Case of Strathmore Sparkling Water & 13 x Bottles of Britvic Assorted
194	2 x Cases of Coca Cola to Include: 24 x 20cl & 19 x 33cl

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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