

SALE BY TENDER

COLLECTION OF BRANDED KITCHEN UTENSILS, KITCHEN WARES AND FURNITURE

TO CLOSE: FRIDAY 28TH MARCH 2014

We have been instructed on behalf of the Landlords Bailiff to offer for Sale by Tender a collection of branded kitchen utensils, kitchen wares furniture and electrical.

Viewing will be on site at: **BY APPOINTMENT ONLY**

Tender forms must be completed and handed to, or in the possession of the Auctioneer or his authorized agent by no later than **Friday 28th March 2014 at 3pm**. The successful bidder(s) will be notified as soon as possible after this time.

The attached conditions of sale will apply and purchaser(s) are assumed to have satisfied themselves on all matters before submitting a Tender.

No allowance whatsoever will be made.

Payment will be by **CASH, DEBIT CARD, CREDIT CARD, BANKERS DRAFT OR SAME DAY TRANSFER** only, made payable to: **Sherlocks Valuers and Auctioneers Ltd**.

All accounts must be settled within **24 hours** of confirmation of acceptance.

Clearance may commence immediately following payment; all items must be removed from site no later than **Friday 4th April 2014**.

All Tenders are subject to 10% Buyers Premium and VAT on the total at 20%

Sherlocks Valuers and Auctioneers Ltd

LOT	QUAN.	DESCRIPTION	AMOUNT	
1	1	TAYLOR EYE WHITNESS BREAD KNIFE		
	4	NOGENT 12CM BONING KNIFE		
	1	VICTORINOX LARGE BREAD KNIFE		
	1	TAYLOR EYE WHITNESS BREAD KNIFE EXTRA LARGE		
	1	PURE KOMACHI 2 SLICING KNIFE		
	1	TAYLORS EYE WHITNESS 12.5CM BONING KNIFE		
	1	TAYLORS EYE WHITNESS 5" BONING KNIFE		
	1	TAYLORS EYE WHITNESS FILITING KNIFE		
	1	SHUN 8" CHEFS KNIFE		
	4	KUHN RIKON FLEXI SLICE & SERVE PIZZA SLICER		
	1	MASTRAD 4CM ZIRCONIUM CERAMIC BLADE		
	6	ABERT INOX CHESSE KNIFE		
	1	VICTORINOX LARGE BREAD KNIFE		
	1	VICTORINOX LARGE BONING KNIFE		
	5	KUHN RIKON BLACK STEAK KNIVES		
	1	TAYLORS EYE WHITNESS SABATIER STEAK KNIFE		
	2	TAYLORS EYE WHITNESS 3" VEG KNIFE		
	2	NOGENT 5.6CM STAINLESS STEEL OYSTER KNIFE		
	2	HYGIPLUS STEAK KNIFE		
	3	KHUN RIKON BONING KNIFE		
	9	NOGENT 9CM SERRATED KNIFE		
	5	NOGENT BLOND WOOD SERRATED TABLE KNIFE		
	4	TAYLORS EYE WHITNESS SMALL BONING KNIFE		
	1	THE PAMPERED CHEF KNIFE SET (3)	£	
	2	5	BERNDES KARL-AXEL ANDERSON/MORGAN FERM SERVING UTENSIL	
		4	BERNDES KARL-AXEL ANDERSON/MORGAN FERM SPOON	
		1	BERNDES KARL-AXEL ANDERSON/MORGAN FERM BASTING BRUSH	
2		BERNDES KARL-AXEL ANDERSON/MORGAN FERM MASHING TOOL		
1		ALLEGTO BY GRUNWERG SERVING FORK		
3		CUISIPRO BRAISING / STEW TONGS		
3		ANOLON SKIMMER WITH SURE GRIP HANDLE		
4		NOVACOOK STAINLESS STEEL MINI STRAINING SPOON		
1		NOVACOOK STAINLESS STEEL MINI SPOON		
1		CUISIPRO PASTA 12" PASTA SERVER		
1		TAYLORS EYE WHITNESS PASTA SERVER		
1		TAYLORS EYE WHITNESS 6" SERVING FORK		
1		NOGENT FISHSCALER "VITECAILLE"		
3		TEA TIME TEABAG SQUEEZER		
2		VOGUE DOUBLE PARIS CUTTER 30/40MM		
1		VOGUE MELON BALLER 22MM		
2		VOGUE MELON BALLER 18MM		
4		KUHNRIKON PEALER		
2		VICTORINOX PEALER		
4		WMF VEGETABLE PEALER		
2		KRISK FRENCH STYLE BEAN SLICER TOOL		
1		VOGUE APPLE CORER		

Signed _____ Dated _____

3 SWIFT MEASURE STAINLESS STEEL MEASURING CUP SET
 1 ZYLISS ICING KNIFE
 3 KILO SEAFOOD FORK SET (4)
 1 INVICTA FONDUE SET (6)
 7 VOGUE ZESTING AND CARVING TOOLS
 1 COCKTAIL-DOPPELMA JIGGER - MEASURING CUP
 4 WESTMARK LOBSTER CRACKER
 3 BLACK RUBBER BOTTLE OPENER
 2 MAKE MY DAY RUBBER BOTTLE OPENER
 3 WINE BOTTLE DE-CORKER / BOTTLE OPENER
 3 PROGRESSIVE FOOD SLICER
 1 WESTMARK EGG SLICER
 2 FISH BONE TONGS
 1 ROSLE FISHBONE TONGS
 1 KILO SHOT MEASURE GLASS
 1 SALAD TONGS / VEGITABLE TONGS
 1 KUCHENPROFI HAUSHALTSSCHERE TITANIUM
 6 CUISIPRO PANINI/GRILL TONGS

£

3 1 SIMPLY BETTER MEAT TENDERIZER
 2 HYGIPLAS ROTARY PROBE POCKET THERMOMETER
 2 CDN BBQ FORK THERMOMETER
 9 LIT PUCCIO MIXER CAPPUCHINO WHISK
 4 BISBELL SINGLE KNIFE STORAGE
 1 BISBELL SINGLE KNIFE STORAGE 2 KNIVES
 15 ZAK DESIGNS ICE CREAM SCOOP
 2 LA CUISINE EGG / PANCAKE RING
 1 ZEAL SILICONE SALT SPOON
 1 FARINGDON GRADUATED MEASURING SPOON
 1 MACHI MELAMINE SERVING SPOON
 1 PROGRESSIVE SALAD KNIFE
 1 PREP CUTTING EDGE CHOPSTICKS
 1 CKS SILICONE BABY SPOON
 1 CONPAC MAYO KNIFE
 2 ZEAL PERFECT PORTITIONS BABY FOOD FREEZER TRAY
 5 PROGRESSIVE BAG PEGS
 1 VOGUE GARNISHING PASTERY CUTTER
 5 MAGIC FLEXIBLE STICKY HOOK
 2 MINOSHARP KITCHEN KNIFE SHARPENING GUIDE RAIL
 1 POP-UP TIMER FOR TURKEY AND CHICKEN
 1 NOVACOOK HIGH GRADE TEA STRAINER
 2 IMF STAINLESS STEEL STRAINER MEDIUM
 2 IMF STAINLESS STEEL STRAINER LARGE
 5 MASTRAD LUKA FRUIT AND VEG PEALER
 1 TAYLORS EYE WHITNESS GORMET CHOICE RACK HOOKS
 1 METALTEX PELIKANO ELECTRIC LIGHTER
 9 LEMON LIME SQUEEZER
 7 ORANGE PEELER
 1 FARINGDON GRADUATED MEASURING SPOON / SALT PINCH

£

Signed _____ Dated _____

4 2 COMFORT TECHNICS STAINLESS STEEL FLASK AND MUG TRAVEL SET
2 CHEFS CHOICE MANUAL DIAMOND HONE SCISSORS SHARPNER 490
4 MAGNET SETS
2 PAPER PARTY PICKS (300)
2 PAPER PARTY PICKS (50)
3 DROP STOP WINE BOTTLE PAPERS
2 PACKS OF COASTERS
2 MICROPLANT HERB MILL
2 KITCHEN CRAFT OVEN THERMOMETER
1 GOURMET TRADITION KNIFE SHARPENER
4 T2SQUARED 'WORLDS STRONGEST MAGNETS'
4 PEUGEOT BILBO DECANTER CLEANING BEADS
1 TRADITIONAL MILLS NUTMEG GRATER
2 METROKANE RABBIT WINE BOTTLE FOIL CUTTER
1 CROSS-CUT WINE BOTTLE FOIL CUTTER
5 BOTTLE OPENER SILVER BOTTLE
5 WINE-WORKSHOP.COM POCKET WINE BREATHER
32 TUBBIES STRAWBERRY HULLER
5 ANIMAL COAT / PAN HOOKS
1 MICROPLANE CUT RESISTANT GLOVE
2 ONION / VEGITBALE BAG
1 GLASS THERMOMETER
1 PRESTIGE WEIGHT SUPPORT
6 PACKS OF SANDWICH FLAGS (10)
1 PACK OF PAPER ART STIRERS (20)
11 PACK OF PAPER ART PARTY PICKS (6)
3 CREATIVE CONVERTING PLASTIC STIRERS (20)
11 PARTY TIME BOXES TOOTHPICK (300)
1 BOX OF PAPER PARTY PICKS (200)
1 APPETISER PICKS

£

5 4 SCANPAN UNI BLOCK SOFT TOUCH SPECTRUM KNIFE BLOCK
1 TYALOR EYE WHITNESS UNIVERSAL KNIFE BLOCK
1 DOMESTION KNIFE BLOCKS IN ACACIA 0
1 CLEAR PERSPEX KNIFE BLOCK
1 OPTIC STAND
1 BEAUMONT 50ML BLACK SOLO GS MEASURE
2 25NGS QUICK SHOT POURER
1 HYGIPLAS WINE BOTTLE STEALER
5 AUTOMATIC POURER

£

6 1 ULSTER WEAVERS TEA COSY
3 JAN CONSTANTINE BY UKSTER WEAVERS TEA COSY
22 COMPTOIR DE FAMILLE PEWTER NAPKIN RING
5 COMPTOIR DE FAMILLE DOOR PADDED MESSAGE
4 PRIMROSE BORDIER LE JAQUARD FRANCAIS POT HOLDER
12 PRIMROSE BORDIER LE JAQUARD FRANCAIS NAPKINS
23 HAND TOWELS / TEA TOWELS VARIOUS MAKES AND STYLES

Signed _____ Dated _____

	22	NAPKINS / TABLE NAPKINS VARIOUS MAKES AND STYLES	
	4	RED C'ESTA NAPKIN TOWELS	
	2	RED MATERIAL PLACEMATS	
	9	PRIMROSE BORDIER LE JAQUARD FRANCAIS PLACEMATS	
	1	COMPTOIR DE FAMILLE TABLE LINEN SET	
	1	PINK C'ESTA CIRCULAR TABLE CLOTH	
	2	PINK C'ESTA SET OF PLACEMATS	
	2	PINK C'ESTA SET OF NAPKIN AND RINGS	
	9	PRIMROSE BORDIER LE JAQUARD FRANCAIS PLACEMATS	
	8	DANICA PLACEMAT	
	3	PRIMROSE BORDIER LE JAQUARD FRANCAIS COLLAR	
	1	PRIMROSE BORDIER LE JAQUARD FRANCAIS TABLE CLOTH	
	4	HOME DESIGN HEAT SILICONE IRON DOCKING PAD	
	1	BLACK GINGER CHIRSTMAS STOCKING	
	3	PACKS OF TABLE CLOTHS	
	1	MIRRORED COASTER	
	4	PRIMROSE BORDIER LE JAQUARD FRANCAIS TABLE RUNNER	£ _____
7	257	EASYBAKE JAM POT COVERS (20)	
	5	EASY BAKE WAXED JAMPOT CIRCLE (200)	
	10	KILNER SET OF 12 LIDS FOR PRESERVE JARS	
	5	KILNER SET OF 6 REPLACEMENT SEALS	
	23	COMPTOIR DE FAMILLE JAM COVER	
	22	PACKS OF PRESERVE JAR LABLES	£ _____
8	24	OLYMPIA 16/0 BAIC FORK	
	31	OLYMPIA 18/0 BAIC TEA SPOON	
	2	OLYMPIA KNIFE	
	2	OLYMPIA FORK	
	2	OLYMPIA SPOON	
	25	LAGUIOI F TABLE SPOON VARIOUS COLOURS	
	11	LAGUIOI F TABLE KNIVES VARIOUS COLOURS	
	12	LAGUIOI F TEA SPOON VARIOUS COLOURS	
	8	COMPTIOR DE FAMILLE STARTER KNIFE	
	12	COMPTIOR DE FAMILLE STARTER FORK	
	4	COMPTIOR DE FAMILLE SERVING SETS	£ _____
9	17	BAMBOO SKEWERS PACKS (100)	
	23	SAVON DE MARSEILLE SOAPS	
	10	SAVON DE MARSEILLE SOAPS VARIOUS SCENTS 100G	
	5	DURANCE PARFUM D'AMBIANCE SPRAYS	
	14	DURANCE BRUMED'ORIELLER	
	5	DURANCE EAU DE LINGE LINEN WATER 1L LAVENDER	
	1	PESTLE AND MORTER SET	
	1	POELE MARR CHESTNUT ROASTER	
	27	POINT A LA LINGE SMALL VARIOUS COLOURED CANDLES	
	10	POINT A LA LINGE LARGE VARIOUS COLOURED CANDLES	
	3	SILVERWOOD SILVER ANODISED COLD SHELF 34 X 22 CM HALF SIZE	
	1	SILVERWOOD SILVER ANODISED BAKING TRAY 33 X 28 CM	

Signed _____ Dated _____

1 SILVERWOOD SILVER ANODISED BAKING TRAY 33 X 28 CM
 5 BOURGET BAC PLEIN S/ANSES INOX BAKING TRAYS
 3 VOGUE SPIKED MEAT DISH
 3 BERDES COVER DECKER 24CM SAUCEPAN LID
 2 BERDES COVER DECKER 16CM SAUCEPAN LID
 1 THE ORIGINAL GREEN PAN 30CM UNIVERSAL GLASS SAUCEPAN LID
 2 THE ORIGINAL GREEN PAN 24CM UNIVERSAL GLASS SAUCEPAN LID
 1 SKK SAUCEPAN LID
 1 BEKA COOK AND STIR STAINLESS STEEL MEASURING JUG
 1 USED SAUCEPAN STAINLESS STEEL AND LADEL
 1 VOGUE STAINLESS STEEL 31CM COLINDER
 1 VOGUE STAINLESS STEEL 36CM COLINDER
 2 FARINGDON STAINLESS STEEL GRAVY BOATS
 1 UNBRANDED STAINLESS STEEL MILK BOILER
 2 CHICAGO METALLIC STOCKING PAN NOVELTY
 8 OLYMPIA CHAFIN FUEL 200G
 1 WUSTHOF IN DRAW KIFE ORGANISER WOOD
 4 ALIGATOR SLICING ACCESSORIES
 1 NOVA PIZZA SERVER
 1 ELECTRIC KNIFE SHARPENER
 1 EVA SOLO JUICE JUG
 2 KNIFE WALLETS
 1 BOX OF WOODEN COOKING UTENSILS
 3 JOSEPH JOSEPH STORAGE KITCHEN CONTAINER WITH MEASUREMENTS
 8 CERAMIC DECORATIVE BOWLS
 2 DRH COLLECTION CERAMIC LION HEAT SOUP TUREEN + COVER
 1 COMPTOIR DE FAMILLE SYMPHONIE PICHET PITCHER
 1 COMPTOIR DE FAMILLE DAMIER ROUGE PITCHER LARGE
 1 COMPTOIR DE FAMILLE DAMIER ROUGE PITCHER SMALL
 1 MAXWELL WILLIAMS GRABBERS MINI SQUARE BAKER
 9 MINIRAMEKIN MIN 12 CERAMIC BAKING DISH
 3 PIE CHIMNEY
 1 BASKET OF WOODEN SALT SPOONS AND WOODEN COOKING UTENSILS
 18 REVOL FRANCE CERAMIC BOWLS (CRUMPLE)
 5 CHOMETTE LONDON CERAMIC BOWL
 1 MICROWAVE COVER
 1 JUDGE VISTA UNIVERSAL VENTED GLASS LID 14CM
 2 DICK COOKING UTENSILS
 2 VINERS BUIFFET SPOONS (6 PACK)
 4 HOURDERV PLATES (WHITE FLOWER)
 1 CERAMI GRAVY BOAT
 9 CERAMIC SAUCERS
 1 CERMAIC BOWL
 24 CAKE MOULDS
 1 SUNNEX SUGARD DISPENSER
 1 COCTAIL SHAKER
 1 ZAK DESIGNS PICNIC DISPENSER AND GLASS
 1 VARIOUS CHOPPING DEVICE
 1 ESCALI DIGITAL SCALES

Signed _____ Dated _____

40	MOULD SHAPES		
1	CHEFS LARDER CREAM MIXING BOWL		
1	COCTAIL SHAKER		
1	COLLECTION OF GLASS WARE TO INCLUDE VARIOUS SHAPES/SIZES AND STYLES		
4	EASYBAKE SPLASH SHIELDS		
1	GLASS PITCHER		
3	SAUCEPAN LIDS		
1	MASTRAD TOP CHIPS CHIP MAKER		
4	COMPTEUR DE FAMILLE CHALK BOARDS		
1	ADE CASA MOLLY ELECTRIC SCALES		
12	BOXED ITEMS TO INCLUDE JUGS AND CUPS		
1	BOX OF SMALL BOTTLES		
9	DURANCE FLEUR PARFUMEE BOX SETS	£	
10	1	IKEA WOODEN KITCHEN FREESTANDING UNIT	£
11	1	IKEA WOODEN KITCHEN FREESTANDING UNIT	£
12	1	COMPTOIR DE FAMILLE CABINET ON WHEELS WITH LIFT OFF TRAY	£
13	1	COMPTOIR DE FAMILLE CABINET ON WHEELS WITH LIFT OFF TRAY	£
14	1	COMPTOIR DE FAMILLE FRENCH TABLE WITH SHELF	£
15	1	COMPTOIR DE FAMILLE FRENCH FIVE SHELF BAKERS RACK (BLACK)	£
16	1	COMPTOIR DE FAMILLE CELLIER GARDE MANGER (FOODSAFE)	£
17	1	COMPTOIR DE FAMILLE STORAGE DISPLAY RACK / SHELF	£
18	1	EPSON XP-212 WIFI ENABLED INK JET PRINTER	£
19	3	METAL STORAGE SHELVING UNIT	£
20	1	SHARP XE-A203 ELECTRONIC CASH REGISTER	£
21	1	SHOP COUNTER WITH COMPARTMENT STORAGE (WHITE)	£

TO BID ON ALL LOTS FROM 1 – 21 PLEASE PLACE BID HERE

£

YOUR TOTAL BID

£

BUYERS PREMIUM @ 10% OF TOTAL BID

£

TOTAL BID INCLUDING BUYERS PREMIUM

£

VAT ON TOTAL @ 20%

£

TOTAL INCLUDING BUYERS PREMIUM AND VAT

£

Signed _____ Dated _____

Please complete your full details below

Name _____

Company _____

Address _____

Tel inc STD _____ Fax _____

Email _____

I/We hereby tender the amount(s) shown against each individual lot or group of lots. I/We have read and understood the conditions of sale attached and agree to be bound therein.

I/We agree to pay to the Auctioneer the amount tendered together with the buyer's premium and VAT by the due time and date specified.

Please note:

All Tenders must be completed and handed to, or in the possession of the Auctioneer no later than Friday 28th March 2014 at 3pm. Tenders defaced, not completed correctly, not signed or illegible will not be considered.

Tenders may be faxed on 0844 561 1351. Please ensure each page is marked before faxing with your name or company.

Tenders can be posted or delivered by hand to our Bexley office at Parker House, 34 Tanyard Lane, Bexley High Street, Bexley, Kent, DA5 1AH.

Sherlocks Valuers and Auctioneers Ltd

Signed _____ Dated _____

Conditions of Sale by Tender

These are the conditions applying to all sales by Tender ("Tenders") managed by Sherlocks Valuers & Auctioneers Limited (registered in England under number 6429836 and registered at 415 Linen Hall, 162-168 Regent Street, London, W1B 5TE.) ("Sherlocks Valuers & Auctioneers Limited"). The goods offered for sale ("Goods") in lots ("Lots") at Tenders are owned by the person selling them ("Vendor"), for whom Sherlocks Valuers & Auctioneers Limited is only an agent. Sherlocks Valuers & Auctioneers Limited does not sell on its own account and the buyer of the relevant Lot ("Buyer") buys the Goods from the relevant Vendor ("the Contract"). The Vendor may sell to the Buyer subject to additional terms. Sherlocks Valuers & Auctioneers Limited facilitates the purchase through the Tender. These Conditions of Sale by Tender contain some terms between the Buyer and Sherlocks Valuers & Auctioneers Limited in respect of the Tender and some terms that include the Vendor too. These Conditions of Sale by Tender incorporate the relevant Schedule and Notices to Purchasers document ("Schedule") in respect of a particular Tender. To the extent there is any inconsistency between the documents, the order of precedence is this document, then the Schedule. All documents are subject to addition or variation by notices posted at the Tender site ("Premises") or by announcements or instructions made by Sherlocks Valuers & Auctioneers Limited's staff at the sale

Parties attend the Premises or such other place from where the Goods are stored ("Site") at their own risk and neither the Vendor nor Sherlocks Valuers & Auctioneers Limited will be individually or collectively liable for any loss or damage, death or personal injury, howsoever occasioned, to any party or property which may be present on the Site, for whatsoever purpose, except that nothing shall exclude either the Vendor's nor Sherlocks Valuers & Auctioneers Limited's liability for death or personal injury caused by its respective negligence.

1. Sherlocks Valuers & Auctioneers Limited acts as agents only, on behalf of the Vendors.
2. Where the Vendor is a company in receivership or liquidation or administration, the receiver or liquidator or administrator will not have any personal liability whatsoever under the Contract, except for death or personal injury caused by his negligence.
3. **CONDITION/DESCRIPTION**
 - 3.1 All statements contained in the catalogue or referred to in the catalogue relating to the Goods ("the Catalogue") are made without responsibility on the part of the Vendor or Sherlocks Valuers & Auctioneers Limited. All statements contained in the Catalogue or referred to in the Catalogue in respect of authenticity, origin, date, age, period, condition, attribution, quantity, measurement or weight of the Goods are statements of opinion and are not to be taken as implying statements or representations of fact.
 - 3.2 Sherlocks Valuers & Auctioneers Limited makes no warranty or representation as to the anticipated or likely selling price of any Lot or item or of its value. Any written or oral estimate given by Sherlocks Valuers & Auctioneers Limited or its employees or agents as to the estimated selling price of a Lot is a statement of opinion only, and may not be relied on as an indication of the actual selling price or value.
 - 3.3 All illustrations, photographs, pictures or images contained in the Catalogue or elsewhere regarding the Lot are for identification purposes only. They may not be an accurate reproduction of the Lot.
 - 3.4 The Goods are sold as they lie with all faults, imperfections and defects. The Buyer shall be deemed to have inspected and approved the Goods. The Buyer buys at his own risk and with notice of all faults, imperfections and defects. The Goods are sold by the Vendor as seen and inspected by the Buyer.
 - 3.5 No warranty is given by the Vendor or Sherlocks Valuers & Auctioneers Limited that the Goods comply with the Health and Safety at Work Act 1974, any statutory amendment or re-enactment thereof, any regulations made thereunder or any other applicable health and safety law. Consequently, Buyers undertake to carry out any necessary work in order to ensure that each Lot conforms with the law before the Lot is put into use.
 - 3.6 No Lots are supplied as new as regards the Consumer Protection Act 1987 or any other product liability law.
 - 3.7 Sherlocks Valuers & Auctioneers Limited and the Vendor do not represent Goods sold by Tender as being in a condition which makes them suitable for domestic use. Despite the above, should Buyers intend to supply any Goods for domestic use, they should ensure that the Goods comply with the requirements of the Furniture and Furnishings (Fire Safety) Regulations 1988 or any other similar law.

Signed _____ Dated _____

3.8 Certain types of plant and machinery and ancillary equipment can contain hazardous materials, chemicals, etc. Buyers must ensure that the removal of such hazardous materials, chemicals, etc. from the Site is carried out in accordance with the Health and Safety at Work Act 1974 and Control of Substances Hazardous to Health Regulations 1988 (COSHH) and any other relevant Act of Parliament, Regulations or relevant Legislation covering such substances.

3.9 Health and Safety at Work Etc Act 1974. It is expressly brought to the buyers attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with Health and Safety at Work Etc Act 1974 or any other Act or Acts or Regulations thereunder governing the use of plant. Machinery or equipment in a working environment. Successful buyers for any such plant, machinery or equipment are hereby required to ensure that the use of any such at a place of work within the United Kingdom does not contravene such relevant Act or Regulation hereunder applicable thereto

4. FORM OF TENDER

4.1 Tenders must be made in the form provided and will be delivered to arrive at the time and address specified in the schedule, together with a deposit for 10% of the purchase price offered.

4.2 No Tenders shall impose further conditions or make any qualifications whatsoever.

4.3 No Tender may be withdrawn once submitted.

4.4 The right to withdraw lots prior to acceptance of Tenders is reserved.

4.5 The Vendor may refuse to accept any Tender and shall not be obliged to accept any or the highest offer tendered.

5. PAYMENT

5.1 Payment in full must be made in CASH or by BANK DRAFT or such other means as Sherlocks Valuers & Auctioneers Limited accepts in its discretion (NOT BY BACS) either on the day of the sale or the day following, in accordance with the Schedule and prior to the clearance of any Lots purchased.

5.2 All offers are deemed to be made exclusive of VAT and the Buyer must pay VAT in addition, where appropriate, at the prevailing rate.

5.3 Full payment is not deemed to be made until any cheques tendered in payment have received Sherlocks Valuers & Auctioneers Limited's banker's clearance.

6. TITLE & RISK

6.1 Legal and equitable title to the Goods will not pass to the Buyer until the latter of the price for the Goods having been paid in full (together with any applicable costs of transport and storage following the sale) and the Buyer having removed the Goods from the Site.

6.2 All Goods sold shall be the sole responsibility and at the risk of the Buyer from the buyer being notified of acceptance of offers tendered, even if the Vendor or Sherlocks Valuers & Auctioneers Limited move the Goods on or from the Premises. In no circumstances will Sherlocks Valuers & Auctioneers Limited or the Vendors be held responsible if any Lot or part thereof is lost, stolen, damaged or destroyed after buyers have been advised. Buyers are therefore advised to effect immediate and adequate insurance cover.

6.3 Sherlocks Valuers & Auctioneers Limited is acting as agent for the Vendor and does not own the Goods itself, nor does Sherlocks Valuers & Auctioneers Limited warrant the Vendor's title to any Goods sold. The Vendor transfers the Goods with such title as it has.

7. CLEARANCE

7.1 Removal of the Goods from the Site shall be the responsibility of the Buyer, who shall remove the Goods on or before the date specified in the Schedule having made prior arrangements so to do with Sherlocks Valuers & Auctioneers Limited.

7.2 The Buyer will be responsible for obtaining at its own expense all necessary labour and plant for the removal of the Goods. Where the Vendor gives assistance to the Buyer in connection with such removal, such assistance is given

Signed _____ Dated _____

entirely at the Buyer's risk.

7.3 The Buyer will indemnify and keep indemnified the Vendor and Sherlocks Valuers & Auctioneers Limited against all liability, loss, damage, injury or death howsoever and by whomsoever caused to the Site or any thing or person therein or thereupon arising from or in the course of the removal of the Goods.

8. DEFAULT BY BUYER

8.1 If the Buyer fails for whatever reason to either pay for or remove the Goods on or before the date specified in the Schedule, the Vendor will be entitled to rescind the Contract forthwith without incurring any liability whatsoever to the Buyer and upon such rescission the following provisions will apply:

8.1.a Any sums paid by the Buyer towards the purchase price will be forfeited to the Vendor.

8.1.b The Vendor will be entitled to resell the Goods publicly or privately but the Vendor shall not be liable to account to the Buyer in the event of a resale at a higher price than the price contracted to be paid by the Buyer.

8.1.c The Buyer will be liable for all liabilities, losses, damages, costs and expenses whatsoever suffered by the Vendor or Sherlocks Valuers & Auctioneers Limited as a result of the failure to remove the Goods by the required date or arising from the resale of the Goods provided that any sums forfeited to the Vendor under the foregoing provisions will be credited against such liability, loss, damage, cost or expense but further that if such liability, loss, damage, cost or expense is less than the sums forfeited the Vendor shall be under no obligation to make any refund to the Buyer for any such items.

8.1.d If the Vendor or Sherlocks Valuers & Auctioneers Limited reasonably consider damage is likely to occur in removing the Goods from the Site, the Buyer may be required to deposit such sum of money by way of security for the costs of reinstating the Site as the Vendor or Sherlocks Valuers & Auctioneers Limited in their absolute discretion may think fit. If the Buyer refuses to deposit such money the Vendor may refuse the Buyer access to the Site for the purpose of removing the Goods and the Buyer will be deemed to be in default.

9. GENERAL

9.1 Neither the Vendor nor Sherlocks Valuers & Auctioneers Limited shall be liable to the Buyer for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control.

9.2 Where the Buyer is more than one person the duties and obligations of the Buyer will be joint and several.

9.3 The Buyer will not be entitled to set off any sum due to the Vendor under the Contract against any sums due from or liability of the Vendor to the Buyer in respect of dealings between the Vendor and the Buyer prior to the date of the Contract.

9.4 The parties intend that Sherlocks Valuers & Auctioneers Limited and the relevant Buyer, together with the Vendor, receiver, administrator and liquidator may enforce their rights under these Conditions of Sale by Tender, pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.5 These Conditions of Sale and the Contract shall be subject to and construed in accordance with English law and the parties hereto submit themselves to the jurisdiction of the English Court

10. SALE SPECIFIC

10.1 – Items subject to the requirement of licence under the Licensing Act 2003 will not be released to parties who are not in possession of such licence, any Tender submitted without proof may be rejected at the sole discretion of the auctioneer.

Sherlocks Valuers and Auctioneers Ltd.

Signed _____ Dated _____