

**ONLINE AUCTION**

Instructed by Kingsland Business Recovery  
Liquidators of The Gift Oasis Ltd



# Online Gifts Retailer Stock; Storage Fulfilment & Administration Assets

<b>Viewing:</b>	See Notes
<b>Location:</b>	Huddersfield, West Yorkshire
<b>Bidding Ends:</b>	From 12 Noon – Friday 11 <sup>th</sup> May 2018
<b>Buyers Premium:</b>	15% + VAT
<b>Stock Picking Levy:</b>	£7 per lot + VAT

## KEY NOTES FOR PROSPECTIVE PURCHASERS

All goods are offered subject to our usual TERMS AND CONDITIONS OF SALE stated within the catalogue.

The descriptions and quantities stated in this catalogue, together with comments made by the Auctioneer in respect of any lots, are offered as guidelines only. It is the responsibility of interested parties to satisfy themselves of the content of each lot.

Neither ourselves, as Agents, nor our principals, offer or imply any warranties or guarantees over the goods on offer. Interested parties must satisfy themselves as to the overall condition of goods on offer and should also ensure they meet all current legal regulations, statutes and legislations.

### Buyers Premium

A **Buyers Premium of 15% + VAT** will be added to the sale price of all lots.

### Auction Levy

A **stock picking levy of £7 + VAT**, per lot will be applied to all lots in the auction and is charged on final bills. Bidders should be aware this charge does not show in the bid calculation screen during bidding.

Stock is held in a warehouse system and as such lot's have to be manually extracted to be made available to buyers. Whilst the time commitment varies between lots it is deemed appropriate to recover the costs of this process evenly across all lots. This charge is mandatory on all Lots

### Online Auction Format

Lots are available for review online at [www.walkersingleton.co.uk](http://www.walkersingleton.co.uk). Wherever possible representative images of products have been uploaded. These are not images of the specific product within the lot (representative only)

All bidders must register to bid.

Bidding will end from **12 Noon, Friday 11th May 2018**. All Lots are subject to the auto bid extension rule, as defined in our Terms and Conditions of Sale.

Due to the extent of lots a downloadable spreadsheet is available on the website to allow parties to filter/search product lines and assimilate interest before submitting bids online.

**Bidders should be conscious of the additional charges of Buyers Premium and Stock Picking Levy (plus VAT) that are added to their bid price.**

### Lot Descriptions

Descriptions are offered as a guideline and are taken from Company Records. Images represent the content of any lot and should form the primary influence for bidders in determining their offer level – these are again taken from Company records. Descriptions cannot be relied up and are for guidance only.

The vast majority of the stock appears new and is packaged/tagged accordingly. Inevitably, as stock from a former retailer, there will be stock that has been returned/reintegrated. Wherever stock has been found to be identified as damaged/faulty/sample it has been recorded accordingly. Again no guarantees can be offered.

### Downloadable PDF. Spreadsheet

Certain Lots have multiple lines within them. A downloadable pdf. Is online to provide the expanded information of each Lot.

### Viewing

The manner in which the stock is stored precludes open viewing.

### Close of Auction

All final bids will be considered prior to acceptance; submitting the highest bid does not guarantee purchase – The client and Walker Singleton, in their capacity as agent, reserve the right to reject any bid at their discretion.

Successful bidders will receive an email attaching their invoice together with payment and collection details.

## Payment

All invoices must be settled by close of Business, Wednesday 16<sup>th</sup> May 2018. Failure to settle an invoice before this deadline may result in purchases being re-sold and action being taken against the buyer for any shortfall incurred in realisation plus the costs incurred in achieving a second sale.

Invoices must be settled by online payment into the following account:

**Account Name:** Walker Singleton (Asset Management) Clients Account  
**Account No.:** 17712424  
**Sort Code:** 05-04-49  
**Bank:** Yorkshire Bank Plc.  
**IBAN Code:** GB 47 York 05044917712424 BIC YORK GB 21449  
**SWIFT Code:** York GB 22

**Please quote Bidder name and sale number 1723.**

Payment in cash or via credit or debit card cannot be accepted.

## Fulfillment

Lots are sold "as is; where lying". It is the buyer's responsibility to arrange collection within the conditions set out below under Clearance of Goods.

Reflective of the possibility that buyers are located away from the area fulfillment services can be provided by the following business.

Mail Boxes Etc  
Tel: 01484 766497  
Contact: Stephen Gorman  
Email: [info@mbehuddersfield.co.uk](mailto:info@mbehuddersfield.co.uk)

This is an independent contractor to the Liquidator and his agent and all charges must be agreed and settled directly. Rules on clearance of goods apply at the point the lot is removed from site, whether by the purchaser or this/another agent.

Lots are "loose" and not packed in a manner that any courier would collect. If a buyer chooses to ask a third party to collect they should forewarn them that a degree of packing may be necessary before the lots can be sent in transit. There are no packing materials at the warehouse.

## Clearance of Goods

Clearance of Goods cannot commence until payment is made in full and the Health & Safety provided to all buyers is completed and returned.

**All lots should be checked by the purchaser prior to leaving site.** Whilst no guarantees are offered or implied over the content of lots the auctioneer is not placed to address any issues once goods have left the property.

All lots have to be picked. Collection can only be undertaken on an appointment only basis. Picking will be prioritised by receipt of cleared funds. Once payment has been received and the Lots have been picked, purchasers will be notified to make an appointment to collect; this process could take several days.

All goods must be cleared by **3pm, Wednesday 22<sup>nd</sup> May 2018** unless with prior Auctioneer consent.

**There is no handling equipment available on site; all purchasers should rely upon their own equipment and manpower.**

## Refunds

Due to the comparatively low unit prices and the logistics involved in the picking/release process refunds/surcharges within 10% of the stated quantity will not be given/sought.

Where refunds/surcharges are applied they will be decided through and average unit price by dividing the bid price by the total number of units within the Lot.

### **Returns/Warranties**

All stock is offered and sold without warranty or guarantee on an "as seen" basis.

### **Site Access**

Persons attend the Site and Premises where the goods are situated at their own risk and, to the extent permitted by law, neither the Seller nor the Agent will be individually or collectively responsible for any loss or damage howsoever occasioned to any person or property which may be present on the premises for any purpose whatsoever where the goods are located.

Interested parties are entering a former operational facility with potential hazards. It is the visiting party's(ies) responsibility to assess the environment and act prudently on their own assessment of the risks. Access to the sites and buildings are allowed on the understanding that all parties attend entirely at their own risk.

Walker Singleton (Asset Management) Limited is committed to ensure the Health & Safety of its staff, clients and visitors. All parties should familiarise themselves on the location of all fire exits/evacuation routes. Children under the age of 16 are not allowed on the site.

<b>LOT NUMBER</b>	<b>LOT DESCRIPTION*</b>
1	44 Mini Hornit (purple/pink) in Category - Auto & Bike Accessories
2	808 Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Auto & Bike Accessories
3	44 Farm Animal Hand Puppets (lamb) in Category - Baby & Infant
4	78 Farm Animal Hand Puppets (pig) in Category - Baby & Infant
5	110 Farm Animal Hand Puppets (pony) in Category - Baby & Infant
6	72 Finger Puppets (Three Little Pigs) in Category - Baby & Infant
7	51 Kids Wooden Aeroplane Spoon (blue) in Category - Baby & Infant
8	89 Old Macdonald had a Farm Finger Puppets in Category - Baby & Infant
9	438 Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Baby & Infant
10	196 Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Baby & Infant
11	96 Calm the F*ck Down in Category - Books
12	364 Fitb Journal: Why You're My Bestie in Category - Books
13	40 It Journal: I'm Kind of Awesome in Category - Books
14	52 Journal: What I Love About Dad in Category - Books
15	43 Letters to My Baby #9781452132952 in Category - Books
16	107 Letters to My Future Self in Category - Books
17	34 Letters to My Grandchild in Category - Books
18	113 Why You're So Awesome in Category - Books
19	98 Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Books
20	121 Alice in wonderland drink me pocket watch in Category - Clothes, Shoes & Fashion Accessories
21	13 Dali Watch in Category - Clothes, Shoes & Fashion Accessories
22	55 Dollar Wallet in Category - Clothes, Shoes & Fashion Accessories
23	9 Frank Slippers in Category - Clothes, Shoes & Fashion Accessories
24	37 Freudian Slippers (large) in Category - Clothes, Shoes & Fashion Accessories
25	71 Fringe Bikini Cover up Skirt (aquamarine) in Category - Clothes, Shoes & Fashion Accessories
26	31 Fringe Bikini Cover up Skirt (orange) in Category - Clothes, Shoes & Fashion Accessories
27	39 Fringe Bikini Cover up Skirt (white) in Category - Clothes, Shoes & Fashion Accessories
28	26 Hi-Top Slippers Mens Black in Category - Clothes, Shoes & Fashion Accessories
29	35 Iron On Patch Tropical (Set Of 5) in Category - Clothes, Shoes & Fashion Accessories
30	143 Keyring Stealth TV Remote in Category - Clothes, Shoes & Fashion Accessories
31	271 Magicorn in Category - Clothes, Shoes & Fashion Accessories
32	2658 Microfibre Glasses Pouch (single) in Category - Clothes, Shoes & Fashion Accessories
33	21 Pastel Nariwhale Slippers in Category - Clothes, Shoes & Fashion Accessories
34	22 Survival Watch (Black) in Category - Clothes, Shoes & Fashion Accessories

35	138	Survival Watch (Green Camo) in Category - Clothes, Shoes & Fashion Accessories
36	840	Testicle Metal Key Chain in Category - Clothes, Shoes & Fashion Accessories
37	512	Unicorn Light UP Slippers in Category - Clothes, Shoes & Fashion Accessories
38	2197	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Clothes, Shoes & Fashion Accessories
39	97	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Clothes, Shoes & Fashion Accessories
40	828	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Clothes, Shoes & Fashion Accessories
41	55	Donald Trump Bobble Head in Category - Collectibles, Adult Games & Pranks
42	482	Drinking Dice (single) in Category - Collectibles, Adult Games & Pranks
43	30	F**K The Game in Category - Collectibles, Adult Games & Pranks
44	124	OCD Desk Warning Sign in Category - Collectibles, Adult Games & Pranks
45	64	Old Age - Bald Head Polisher in Category - Collectibles, Adult Games & Pranks
46	91	Old Age - Bed Snake Bat (For Her) in Category - Collectibles, Adult Games & Pranks
47	156	Old Age Accessories - Emergency Pants in Category - Collectibles, Adult Games & Pranks
48	331	Old Age Accessories - Handy Ear Trumpet in Category - Collectibles, Adult Games & Pranks
49	90	Old Age Accessories - Past-It Notes in Category - Collectibles, Adult Games & Pranks
50	134	Set of 3 Dice (love, kama & glow) in Category - Collectibles, Adult Games & Pranks
51	80	Silver Waving Lucky Cat in Category - Collectibles, Adult Games & Pranks
52	18	Squishable Panda 2 15" in Category - Collectibles, Adult Games & Pranks
53	752	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Collectibles, Adult Games & Pranks
54	33	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Collectibles, Adult Games & Pranks
55	135	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Collectibles, Adult Games & Pranks
56	776	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Collectibles, Adult Games & Pranks
57	215	Conductive Wire Glue in Category - DIY & Tools
58	72	Key Ninja in Category - DIY & Tools
59	1489	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - DIY & Tools
60	153	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - DIY & Tools
61	2963	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - DIY & Tools
62	20	Gekko Pod Smart Phone (purple) in Category - Electronics, Phones & Accessories
63	57	Magniband (Black) in Category - Electronics, Phones & Accessories
64	89	Magniband (Grey) in Category - Electronics, Phones & Accessories
65	83	Magniband (Purple) in Category - Electronics, Phones & Accessories
66	82	Magniband (Red) in Category - Electronics, Phones & Accessories
67	88	Magniband (White) in Category - Electronics, Phones & Accessories
68	61	USB Humping Dog (brown) in Category - Electronics, Phones & Accessories

69	946	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Electronics, Phones & Accessories
70	293	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Electronics, Phones & Accessories
71	138	Animal Headband and Tail Set (light grey mouse pink ears) in Category - Fancy Dress, Party & Occasions
72	101	Baby Selfies in Category - Fancy Dress, Party & Occasions
73	84	Backdrop - Team Bride in Category - Fancy Dress, Party & Occasions
74	68	Candles Hashtag You're Old in Category - Fancy Dress, Party & Occasions
75	114	Change Box - Adventure Fund in Category - Fancy Dress, Party & Occasions
76	14	Change Box - My First Money Box in Category - Fancy Dress, Party & Occasions
77	44	Change Box - Travel Fund in Category - Fancy Dress, Party & Occasions
78	222	Deal with it glasses in Category - Fancy Dress, Party & Occasions
79	212	DIY Drinking Straws in Category - Fancy Dress, Party & Occasions
80	56	Emergency Moustaches in Category - Fancy Dress, Party & Occasions
81	1232	Heart Shaped Diffraction Glasses (Single) in Category - Fancy Dress, Party & Occasions
82	218	Hessian and Lace Bunting in Category - Fancy Dress, Party & Occasions
83	89	Hessian and Lace Ribbon in Category - Fancy Dress, Party & Occasions
84	110	Hessian Just Married Bunting in Category - Fancy Dress, Party & Occasions
85	37	Honeycomb Pineapple (8 set) in Category - Fancy Dress, Party & Occasions
86	437	Honeycomb Pineapple (single) in Category - Fancy Dress, Party & Occasions
87	97	Inflatable Costume (Dinosaur) in Category - Fancy Dress, Party & Occasions
88	62	Inflatable Costume (Unicorn) in Category - Fancy Dress, Party & Occasions
89	82	Magical Unicorn Balloon in Category - Fancy Dress, Party & Occasions
90	134	Maskarade (bruce forsyth) in Category - Fancy Dress, Party & Occasions
91	220	Maskarade (C3-PO) in Category - Fancy Dress, Party & Occasions
92	117	Maskarade (Cristiano Ronaldo) in Category - Fancy Dress, Party & Occasions
93	147	Maskarade (Donald Trump) in Category - Fancy Dress, Party & Occasions
94	101	Maskarade (Hillary Clinton) in Category - Fancy Dress, Party & Occasions
95	285	Maskarade (Kristoff) - frozen mask in Category - Fancy Dress, Party & Occasions
96	190	Maskarade (Lionel Messi) in Category - Fancy Dress, Party & Occasions
97	206	Maskarade (Vladimir Putin) in Category - Fancy Dress, Party & Occasions
98	17	Mr Pug Mask in Category - Fancy Dress, Party & Occasions
99	32	Party Picks Ants in Category - Fancy Dress, Party & Occasions
100	52	Shark For The Day in Category - Fancy Dress, Party & Occasions
101	65	The gift of Nothing in Category - Fancy Dress, Party & Occasions
102	123	Unicorn Inflatable Horn Headband in Category - Fancy Dress, Party & Occasions
103	71	Whatever Banner Kit in Category - Fancy Dress, Party & Occasions
104	8526	Willy Straw (single) in Category - Fancy Dress, Party & Occasions
105	7456	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions
106	62	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions

107	122	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions
108	238	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions
109	313	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions
110	572	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions
111	544	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions
112	494	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions
113	522	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions
114	2371	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Fancy Dress, Party & Occasions
115	5	Brooklyn Brew Shop IPA Beer Making Kit in Category - Food & Drink
116	123	Misfortune Cookies in Category - Food & Drink
117	13	Psychedelic Veggies Kit in Category - Food & Drink
118	207	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Food & Drink
119	2628	5ml Plastic Spray Bottle (blue) (single) in Category - Health & Beauty
120	1970	5ml Plastic Spray Bottle (transparent) (single) in Category - Health & Beauty
121	193	Bear Claw Back Scratcher in Category - Health & Beauty
122	6590	Compressed towel (single) in Category - Health & Beauty
123	91	Dapper Chap Manicure Set in Category - Health & Beauty
124	511	Dapper Chap Shoe Kit in Category - Health & Beauty
125	112	Detox Pamper Box in Category - Health & Beauty
126	31	Folding Pocket Beard Comb in Category - Health & Beauty
127	125	Folding Pocket Moustache Comb in Category - Health & Beauty
128	45	Hello Handsome Wash Your Nuts Soap on a Rope (Almond) in Category - Health & Beauty
129	191	MacBook Mirror (silver) in Category - Health & Beauty
130	805	MacBook Mirror (white) in Category - Health & Beauty
131	210	Mood Maker Colour Changing Polish (Orange) in Category - Health & Beauty
132	134	Nerdwax in Category - Health & Beauty
133	48	Oh K! Cherry Blossom Handcream in Category - Health & Beauty
134	109	Shake N Wake Silent Alarm Clock in Category - Health & Beauty
135	704	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Health & Beauty
136	73	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Health & Beauty
137	360	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Health & Beauty
138	22	Bedside Caddy Felt in Category - Home & Garden
139	42	Children's Picnic Blanket (red with panda pattern) in Category - Home & Garden



140	27	Children's Picnic Blanket (yellow with frog pattern)	in Category - Home & Garden
141	141	Copper Lights	in Category - Home & Garden
142	105	Edmond The Solar Pug	in Category - Home & Garden
143	58	Fairy Door Large	in Category - Home & Garden
144	228	Fairy Door Small	in Category - Home & Garden
145	42	Fiddlehead Cottage Fairy Door	in Category - Home & Garden
146	13	Fiddlehead Fairy Landing Pad	in Category - Home & Garden
147	13	Fiddlehead Large Mushroom Fairy Home	in Category - Home & Garden
148	1530	Floating Paper Lotus (single)	in Category - Home & Garden
149		No Lot	
150	23	Hatching Dinosaur Candle	in Category - Home & Garden
151	71	Hobbit Door	in Category - Home & Garden
152	50	Hummingbird Bookend (black)	in Category - Home & Garden
153	172	Insect Window Net (black)	in Category - Home & Garden
154	356	Insect Window Net (white)	in Category - Home & Garden
155	14	Junior Unicorn Lamp	in Category - Home & Garden
156	37	Letter Board - Yellow Letters Set	in Category - Home & Garden
157	31	Light Up Message Board	in Category - Home & Garden
158	324	Mosquito Bed Canopy	in Category - Home & Garden
159	19	Qualy Cherry Toilet Brush and Holder	in Category - Home & Garden
160	28	Qualy Elephant Keyring Holder Blue	in Category - Home & Garden
161	19	Qualy Elephant Keyring Holder Blue and Grey Set	in Category - Home & Garden
162	55	Qualy Kitt-A-Boo Wall Hook Brown	in Category - Home & Garden
163	1709	Record Frame 12" Plastic (single)	in Category - Home & Garden
164	570	Record Frame 7" Aluminium (single)	in Category - Home & Garden
165	528	Record Frame Double 7" Aluminium (single)	in Category - Home & Garden
166	122	Retro Vinyl Coasters	in Category - Home & Garden
167	17	Scratch Poster - Movies	in Category - Home & Garden
168	44	Speech Bubble Light	in Category - Home & Garden
169	12	The Giant Unicorn Lamp	in Category - Home & Garden
170	43	Unicorn Starlight Bottle	in Category - Home & Garden
171	12	White Letter Board	in Category - Home & Garden
172	43	World Map Shower Curtain	in Category - Home & Garden
173	81	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Home & Garden
174	151	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Home & Garden
175	207	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Home & Garden
176	446	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Home & Garden
177	1871	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Home & Garden
178	27	12 Gauge Shot Glass	in Category - Kitchen & Cooking

179	39	350ml Mug set no.2 - Cheery & Baffled	in Category - Kitchen & Cooking
180	725	Animal Butt Magnets	in Category - Kitchen & Cooking
181	28	BBQ Sword	in Category - Kitchen & Cooking
182	833	Bogey Egg Separator	in Category - Kitchen & Cooking
183	52	Bosom Buddies	in Category - Kitchen & Cooking
184	91	Butterfly Bottle Opener (silver)	in Category - Kitchen & Cooking
185	25	Cat End Towel Holder (black)	in Category - Kitchen & Cooking
186	36	Cheshire Cat Mug	in Category - Kitchen & Cooking
187	52	Chuppon - Pig Split	in Category - Kitchen & Cooking
188	39	Diamond Glass Set	in Category - Kitchen & Cooking
189	12	Dinosaur Bottle Opener	in Category - Kitchen & Cooking
190	120	Disappearing Dinosaur Mug	in Category - Kitchen & Cooking
191	79	Drinking Buddies	in Category - Kitchen & Cooking
192	39	Earl (salt and pepper)	in Category - Kitchen & Cooking
193	79	Elvis Timeless Mug	in Category - Kitchen & Cooking
194	160	Extending Fork	in Category - Kitchen & Cooking
195	45	Fireman Buddies Drink Stirrers	in Category - Kitchen & Cooking
196	50	First Lines Of Literature Mug	in Category - Kitchen & Cooking
197	41	Fixie Pizza Cutter (watermelon)	in Category - Kitchen & Cooking
198	83	Fox Mug	in Category - Kitchen & Cooking
199	59	Fred Magneticats Fridge Magnets (Set of 4)	in Category - Kitchen & Cooking
200	145	Fridge Monkey (blue)	in Category - Kitchen & Cooking
201	61	Fridge Monkey (cream)	in Category - Kitchen & Cooking
202	92	Fridge Monkey (red)	in Category - Kitchen & Cooking
203	58	Gamebox	in Category - Kitchen & Cooking
204	27	Global Warming Mug	in Category - Kitchen & Cooking
205	29	HalfCut Wine Glass x2	in Category - Kitchen & Cooking
206	14	Harry Potter Black Cauldron Ceramic Mug	in Category - Kitchen & Cooking
207	46	Henry VIII Mug	in Category - Kitchen & Cooking
208	21	ICK Mug	in Category - Kitchen & Cooking
209	29	Jane Austin Mug	in Category - Kitchen & Cooking
210	111	Joie Cat & Fish Tea Infuser (black) - Split	in Category - Kitchen & Cooking
211	69	Joie Ice Cube Tray (Purple) Split	in Category - Kitchen & Cooking
212	120	Joie Oink Oink Little Whisk	in Category - Kitchen & Cooking
213	45	Kikkerland Bamboo Guitar Chopping Board	in Category - Kitchen & Cooking
214	46	Kikkerland Guitar Salad Servers	in Category - Kitchen & Cooking
215	27	Lab 250ml Science Flask Set of 3	in Category - Kitchen & Cooking
216	57	Lizzies' Fizzies Queen of the Drinks	in Category - Kitchen & Cooking
217	35	Metal Army Man Bottle Opener	in Category - Kitchen & Cooking
218	32	Original Stormtrooper Decanter Glass	in Category - Kitchen & Cooking
219	75	Original Stormtrooper Glass	in Category - Kitchen & Cooking
220	23	Peropon - Dog Split	in Category - Kitchen & Cooking
221	48	Pink Disco Ball Drinking Cup	in Category - Kitchen & Cooking
222	22	Qualy Sparrow Salad Set White	in Category - Kitchen & Cooking
223	1302	Ring Bottle Opener (gold)	in Category - Kitchen & Cooking

224	28	Shippon - Cat Split in Category - Kitchen & Cooking
225	41	Shippon - Monkey Split in Category - Kitchen & Cooking
226	62	Shot Glasses with Leather Case in Category - Kitchen & Cooking
227	11	Tassen Bowl Crazy In love (Ocean) in Category - Kitchen & Cooking
228	18	Tassen Bowl Sulking (white) in Category - Kitchen & Cooking
229	54	Tassen Coffee Cup (Happy) in Category - Kitchen & Cooking
230	31	Tassen Medium Bowl Set (Kissing & Grinning) in Category - Kitchen & Cooking
231	131	U/D Wine Glass Small in Category - Kitchen & Cooking
232	35	U/D Wine Glass x2 in Category - Kitchen & Cooking
233	87	Whisky Stones in Category - Kitchen & Cooking
234	167	Wooden Mug (original) in Category - Kitchen & Cooking
235	132	Zipper Mason Jar Bag Large in Category - Kitchen & Cooking
236	371	Zipper Mason Jar Bag Medium in Category - Kitchen & Cooking
237	419	Zipper Mason Jar Bag Small in Category - Kitchen & Cooking
238	2382	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
239	70	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
240	104	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
241	122	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
242	153	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
243	169	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
244	233	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
245	360	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
246	549	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
247	873	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Kitchen & Cooking
248	69	Apology in Category - Office, Stationary, Arts & Crafts
249	106	Bobino Slim Pen (fuchsia) in Category - Office, Stationary, Arts & Crafts
250	81	Cactus Desktop Organiser in Category - Office, Stationary, Arts & Crafts
251	11027	Clear Bauble (single) in Category - Office, Stationary, Arts & Crafts
252	1660	Clear Glass Bottle with Cork Stoppers (5ml) (single) in Category - Office, Stationary, Arts & Crafts
253	42	Fucking Brilliant Pencils in Category - Office, Stationary, Arts & Crafts
254	133	Hot Dog Stapler in Category - Office, Stationary, Arts & Crafts
255	22	Miniature File Cabinet in Category - Office, Stationary, Arts & Crafts
256	40	Mousepad: 5 Days a Week in Category - Office, Stationary, Arts & Crafts
257	157	Nifty Note: Passive Aggressive in Category - Office, Stationary, Arts & Crafts

258	93	Planter And Pen Holder Large	in Category - Office, Stationary, Arts & Crafts
259	25	Planter And Pen Holder Small	in Category - Office, Stationary, Arts & Crafts
260	3170	Plaster Sticky Notes (single)	in Category - Office, Stationary, Arts & Crafts
261	57	Sausage Dog Tape Dispenser	in Category - Office, Stationary, Arts & Crafts
262	84	Scentos Coloured Pencils (Set of 12)	in Category - Office, Stationary, Arts & Crafts
263	80	Scentos Funny Face Markers 8PK	in Category - Office, Stationary, Arts & Crafts
264	106	Scrabble Letters (with numbers)	in Category - Office, Stationary, Arts & Crafts
265	65	Sketch and Sniff Pencils	in Category - Office, Stationary, Arts & Crafts
266	47	Sticky Notes (Wonderland)	in Category - Office, Stationary, Arts & Crafts
267	111	T Shirt Graffiti Pens	in Category - Office, Stationary, Arts & Crafts
268	402	To Do	in Category - Office, Stationary, Arts & Crafts
269	800	Unicorn Pen	in Category - Office, Stationary, Arts & Crafts
270	180	Unicorn Rainbow Pencil Holder	in Category - Office, Stationary, Arts & Crafts
271	810	Unicorn Tape Dispenser	in Category - Office, Stationary, Arts & Crafts
272	887	Wooden Alphabet & Number Stamp Set	in Category - Office, Stationary, Arts & Crafts
273	3558	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Office, Stationary, Arts & Crafts
274	170	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Office, Stationary, Arts & Crafts
275	257	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Office, Stationary, Arts & Crafts
276	431	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Office, Stationary, Arts & Crafts
277	551	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Office, Stationary, Arts & Crafts
278	5880	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Office, Stationary, Arts & Crafts
279	121	Cat Lion Mane	in Category - Pet Products
280	40	Dexil Vest Harness Medium (adopt me)	in Category - Pet Products
281	43	Riding Horse Dog Costume (L)	in Category - Pet Products
282	27	Riding Horse Dog Costume (XL)	in Category - Pet Products
283	3373	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Pet Products
284	130	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Pet Products
285	235	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Pet Products
286	330	Approx of Various Gifts (Detailed in Separate Spreadsheet)	in Category - Pet Products
287	12	12V Retro Heated Travel Mug	in Category - Sports & Travel
288	71	5pc Luggage Organiser (grey)	in Category - Sports & Travel
289	147	D Ring Yoga Belt Strap (blue)	in Category - Sports & Travel
290	2696	Emergency Foil Blanket (single)	in Category - Sports & Travel
291	48	Giant Hip Flask	in Category - Sports & Travel

292	38	Glow in the Dark Parachute Cord (white) in Category - Sports & Travel
293	92	Hip Flask (6oz) in Category - Sports & Travel
294	39	LifePac Survival Kit in a Can in Category - Sports & Travel
295	20	LMF Firesteel 2 Army (Black) in Category - Sports & Travel
296	2573	Mosquito Bracelet (single) in Category - Sports & Travel
297	233	Mystical Fire (single) in Category - Sports & Travel
298	73	Paracord 100ft (desert camo) in Category - Sports & Travel
299	127	SwimFin - Black in Category - Sports & Travel
300	42	SwimFin - Grey in Category - Sports & Travel
301	13	SwimFin - Red in Category - Sports & Travel
302	27	TanSafe in Category - Sports & Travel
303	228	Unicorn 16oz Travel Mug in Category - Sports & Travel
304	405	Zap It in Category - Sports & Travel
305	106	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Sports & Travel
306	265	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Sports & Travel
307	861	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Sports & Travel
308	147	Ani-Mate make your own movie in Category - Toys & Games
309	12	Aqua Dragon Deluxe in Category - Toys & Games
310	94	Battery Operated Toy Brushcutter in Category - Toys & Games
311	74	Brainstorm Space Torch & Projector in Category - Toys & Games
312	34	Carnivorous Creations Dome Terrarium Uk in Category - Toys & Games
313	87	Chainsaw Keyring With Battery Operated Sound in Category - Toys & Games
314	122	Colour Mixing Bubble Kit in Category - Toys & Games
315	14	Command Bunker Kit Boxed in Category - Toys & Games
316	132	Flying Animal (monkey) in Category - Toys & Games
317	42	Fully Loaded Assault Vest in Category - Toys & Games
318	8	Ghillie Suit (s/m) in Category - Toys & Games
319	1264	Inflatable Selfie Frame in Category - Toys & Games
320	13	Junior Survival Kit in Category - Toys & Games
321	50	Kazoo in Category - Toys & Games
322	11	Large Crossbow (With 2 Arrows) in Category - Toys & Games
323	13	M Longbow and Arrow (With 2 Feather Arrows) in Category - Toys & Games
324	80	Make Your Own Friendship Bracelet in Category - Toys & Games
325	68	Martian Tin Toy in Category - Toys & Games
326	47	Metal Locker Bank (black) in Category - Toys & Games
327	76	Metal Locker Bank (silver) in Category - Toys & Games
328	24	Multi Terrain Assault Vest in Category - Toys & Games
329	59	Natural History Dinosaur Torch And Projector in Category - Toys & Games
330	107	Pirate Foam Ball Shooter in Category - Toys & Games
331	40	Pusheen the Cat Birthday 10 1/2-Inch Plush in Category - Toys & Games
332	70	Slot Together Hula Hoop in Category - Toys & Games
333	20	Small Crossbow (With 2 Arrows) in Category - Toys & Games

334	145	The Original Glowstars Glow 1000pcs in Category - Toys & Games
335	17	Trotting Pony (Light Brown) in Category - Toys & Games
336	10	Wheelbarrow Viking Rollino in Category - Toys & Games
337	264	Wooden Bow And Arrows in Category - Toys & Games
338	615	Wooden Lacing Shoe in Category - Toys & Games
339	82	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Toys & Games
340	148	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Toys & Games
341	191	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Toys & Games
342	298	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Toys & Games
343	1226	Approx of Various Gifts (Detailed in Separate Spreadsheet) in Category - Toys & Games
400		Sofa formed from Car front
401		Reclaimed Timber TV Stand
402		LG 38" TV with Remote
403		RETRON5 Multi-format Games Console
404		Industrial Vintage Effect Metal Cabinet
405		4 x Industrial Piping Shelf Units (approx 26" wide)
406		Range of Retro Tins, Boxes and other Décor Accessories
407		Lounge Suite in Patchwork include 2 Seat Settee, Chair and Stool
408		Patchwork Rung produced from Recycled Jeans Labels
409		Industrial Machine Table with Reclaimed Timber Top
410		Pair of Metal Chairs Fabricated from Oil Drums
411		6' Robot Lamp
412		Range of Glass and other Décor Accessories
413		6 Various Framed Pictures
414		4 Metal Distressed Stacking Chairs
415		Pair of Metal Chairs Fabricated from Oil Drums
416		Industrial Piping Shelf with Light (To be left electrically safe by purchaser)
417		4' x 1' Reclaimed Timber Topped Metal Framed Table
418		Motorcycle Handlebar/Headlight Wall Light (To be left electrically safe by purchaser)
419		Leather Effect Topped Industrial Metal Stool
420		Pair of Stools covered in Recycled Jeans Labels
421		Metal Letters Currently Spelling the Words "The Gift Oasis"
422		3' Square Reclaimed Timber Topped Metal Framed Table
423		Pair of Stools Covered in Recycled Jeans
424		Pair of Stools Covered in Recycled Jeans
425		Pair of Stools Covered in Recycled Jeans
426		Wall Mounted Industrial Effect Shelving Unit
427		2 Office Planters
428		Table Top Photographers Studio Background
429		4' x 2' Reclaimed Timber Topped Table Metal Framed Table

430	MANFROTTO 190 Aluminium Tripod
431	2 x ELINCHROME BRX500 Studio Lights c/w Tripods
432	CALUMET Studio Background c/w Frame
433	16 Various Studio Backgrounds
434	9 Multi-coloured Drawer Units
435	4' x 2' Reclaimed Timber Topped Table Metal Framed Table
436	Executive Office Chair and Mesh Backed Operators Chair
437	3 x Boxes of Photography Props
438	Quantity of Photography Props
439	IKEA THYGE Variable Height Workstation and 1 Other
440	HENRY 200 Vacuum Cleaner
441	White Multi-spaced Wall Unit
442	Pair of Decorators Trestles and Boards
443	Pair of Green Upholstered Settees
444	Quantity of Giftware Samples
445	Chrome Hat/Coat Stand
446	Suite of 4 IKEA THYGE Variable Height Workstations c/w Monitor Stands and Mesh Backed Operators chairs
447	Suite of 4 IKEA THYGE Variable Height Workstations c/w Monitor Stands and Mesh Backed Operators chairs
448	Suite of 4 IKEA THYGE Variable Height Workstations c/w Monitor Stands and Mesh Backed Operators chairs
449	31 x Stacking Plastic Storage Drawers
450	2 x Metal 4 Drawer IKEA Cabinets
451	5 x Steel Topped and Framed Tables 5' x 2' with splashback
452	5 x Steel Topped and Framed Tables 5' x 2' with splashback
453	5 x Steel Topped and Framed Tables 5' x 2' with splashback
454	4 x Steel Topped and Framed Tables 4' x 2' with splashback
455	3 x Steel Topped and Framed Tables 4' x 2' with splashback
456	3 x Steel Topped and Framed Tables 5' x 2' with rounded edge
457	12 Bays of Lightweight Storage Racking c/w Board Shelving
458	12 Tread Warehouse Steps (To Remain on site until Stock clearance completed)
459	Quantity of SEALED AIR Padded Envelopes
460	Quantity of SEALED AIR Padded Envelopes
461	Quantity of Various Dimension Cardboard Boxes
462	Quantity of Bubble Wrap
463	Quantity of Cardboard Boxes and Padded Envelopes
464	Quantity of Polythene Mailer Bags (Small to X Large)
465	Quantity of Anti Fatigue Mats
466	3 x 3kw Heaters
467	22 Boxes of HARIBO Scaremix
468	3 Crates of Chocolate Bars
469	Quantity of Tap Dispensers and Packing Equipment
470	3 x Post Bag Hangers
471	4 Boxes of Packing Paper

472	2 x 3kw Heaters
473	4 x Folding Trolleys
474	Quantity of Cardboard Boxes
475	Quantity of Black Shrinkwrap Film
476	4 Sets of Ladders and Steps
477	Approximately 5,000 Mailer Envelopes (Size 3 to 7)
478	Approximately 3,200 Mailer Envelopes (size 8 - 10)
479	Approximately 40,000 Polythene Mailers (size S - XL)
480	25 x Large Cardboard Boxes
481	2000kg Pallet Truck
482	23 Bays of Lightweight Slot-in 4 Shelf Racking c/w Boards
483	24 Bays of Lightweight Slot-in 4 Shelf Racking c/w Boards
484	24 Bays of Lightweight Slot-in 4 Shelf Racking c/w Boards
485	11 Bays of Varying Height Lightweight Slot-in 4 Shelf Racking c/w Boards
486	Approximately 150 x 3 Litre Really Useful Products Stackable Plastic Drawer Units
487	Approximately 110 x 5 Litre Really Useful Products Stackable Plastic Drawer Units
488	Approximately 1,110 x 7 Litre Really Useful Products Stackable Plastic Drawer Units
489	Approximately 730 x 12 Litre Really Useful Products Stackable Plastic Drawer Units
490	Approximately 580 x 25 Litre Really Useful Products Stackable Plastic Drawer Units
491	2 Bays of Heavy Duty Pallet Racking (4 Uprights and 44 Beams)
492	Quantity of Disassembled Galvanised Racking
493	Approximately 50 Plastic Stackable Picking Bins
494	80 Black Collapsible Folding Crates
495	100 Green Collapsible Folding Crates
496	40 Light Green Collapsible Folding Crates



## **Terms and Conditions of Sale**

The following Conditions of Sale will apply to the sale of all Goods offered for sale.

### **1. Interpretation**

1.1. In these General Conditions the following words and expressions shall have the stated meanings:

"Auction" any sale of assets undertaken by the Auctioneer, whether a Live or Online Auction, Tender or Private Treaty Sale, undertaken independently or cooperatively with other Auctioneers or Vendors, conducted pursuant to these General Conditions and the Special Conditions relating to a specific disposal;

Auction Types:

"Live Auction" a real-time auction conducted at a Location or at such other location(s) as shall be notified by the Company in the Catalogue and pursuant to these General Conditions and the Special Conditions;

"Online Auction" an auction conducted over the internet via the Website pursuant to these General Conditions and the Special Conditions;

"Tender" a process of written bids submitted to the Company within a deadline as specified in the catalogue and pursuant to these General Conditions and the Special Conditions;

"Private Treaty" a negotiated sale between the Company and Bidder pursuant to these General Conditions and the Special Conditions;

"Auctioneer" the person conducting the Auction or to whom the conduct of the Auction is delegated under General Condition 4.9 below;

"Bidder" any person who offers to purchase any Lot by bidding at Auction;

"Bid" an offer to purchase any Lot or item at Auction;

"Buyer" any person who agrees to purchase any Lot at Auction and as determined under General condition 4.12 below;

"Buyer's Premium" a commission payable by the Buyer on the completion of a Sale the amount of which is set out in the Special Conditions.

"Catalogue" the written record detailing lots and incorporating these General Conditions and the Special Conditions;

"Clearance Date and Time" the date and time on which all Lots must be removed by the Buyer from the Location as specified in the Special Conditions;

"The Company" Walker Singleton (Asset Management) Limited (company number 3350897) whose registered office is at Property House, Lister Lane, Halifax, HX1 5AS;

"Deposit" the sum payable, if stipulated, by the Buyer to the Company as set out in the Special Conditions;

"Location" the premises at which the Lots are located, details of which are set out in the Special Conditions;

"Lot" any numerically identified item described in the Catalogue, on the Website or on the Company's invoice;

"Sale" the sale of any Lot by Auction and as determined under General Condition 4.11 below;

"Seller" the person upon whose instructions the Company is conducting the Sale;

"Special Conditions" any additional factors, beyond these General Conditions, specific to the Sale which are set out or referred to in the Catalogue, announced at Auction or otherwise specified by the Company;

"Website" the website at: [www.walkersingleton.co.uk](http://www.walkersingleton.co.uk);

"VAT" value added tax chargeable under English Law for the time being and any similar additional tax.

## **2. Application of General Conditions**

2.1. These General Conditions apply to every Sale of Machinery and Business Assets conducted by the Company.

2.2. These General Conditions, the Special Conditions and any terms set out in the Catalogue shall together comprise the "Conditions of Sale".

2.3. To the extent that these General Conditions are inconsistent with any Special Conditions, the General Conditions shall prevail.

2.4. Bidding for any Lot shall be deemed to be an acceptance by the Bidder of these General Conditions and the Special Conditions.

2.5. These General Conditions shall be governed construed and enforced in accordance with the laws of England and Wales unless the Location is in:-

2.5.1 Scotland in which case the laws of Scotland shall apply; or

2.5.2 Northern Ireland in which case the laws of Northern Ireland shall apply.

2.6. A reference to writing or written shall include email.

2.7. Any word or phrase having a meaning defined in these General Conditions shall have the same meaning when used in the Special Conditions.

### **3. Party Identification**

3.1. The Company offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Catalogue.

3.2. The Seller is defined in the General Conditions.

3.3. Unless the Company has previously acknowledged in writing that the Bidder Bids as agent on behalf of a named principal, every Bidder shall be taken to Bid on his own behalf as principal.

3.4. Any Bidder acting as agent on behalf of a named principal shall remain liable to the Seller and the Company for all obligations and liabilities of his principal jointly and severally with the principal. The Bidder warrants that he has the authority of his principal to make each Bid made.

3.5. Every Bidder is required to give his name and address and provide satisfactory proof of identity and such other information and documentation as is required to the Company before making any Bid and in the case of:

3.5.1. Live Auction - by the completion of a registration form;

3.5.2 Online Auction - by online registration at the Website; and

3.5.3 Private Treaty or Tender - by registration or notification of details, as and when requested by the Company.

3.6 The Company, vested in the Auctioneer, reserves the right at any time to reject the registration of any persons and refuse access to the Auction.

3.7 On registration for an Online Auction, Bidders will be added to the Company`s mailing list for the purposes of notification of future sales by email. If a Bidder wishes to stop receiving such notifications they can unsubscribe at any time by clicking on the link provided at the bottom of each email.

3.8 On registration, in accordance with General Condition 3.5, the Bidder acknowledges that only adults aged 18 years and over are entitled to enter into a legally binding contract and as a result they are the only people entitled to register for the Auction. By registering the Bidder warrants that he is aged 18 years or older and is capable of forming a legally binding contract.

#### **4. Auction Conduct**

4.1 Any Lot may be subject to a minimum bid or reserve price. The Seller is entitled to change these at any time before the conclusion of the Sale.

4.2 The Seller, Auctioneer or any representative, agent or person acting on behalf of the Seller may Bid for any Lot. Persons entitled to Bid pursuant to this condition shall be entitled to place Bids on any Lot up to the reserve price including placing Bids in response to other Bidders.

4.3 Lot descriptions are given as guidelines only. No warranty or guarantees are offered or implied by the Seller, the Company or the Auctioneer. Bidders are advised to inspect and evaluate the lot themselves prior to bidding. Bidders are advised to read Lot descriptions, in association with inspection, before making a Bid so that they are fully aware of any amendments to the description appearing in the Special Conditions and/or on the Website or in the Catalogue in relation to a particular Lot.

4.4 The Auctioneer may at any time before the conclusion of the Sale withdraw or divide any Lot or combine any Lots.

4.5 The Company may sell any Lot before or after the Auction. The Auctioneer may reject any Bid at his sole discretion and without being required to give a reason.

4.6 No Bid shall be retracted without the consent of the Auctioneer.

4.7 The Auctioneer may where there is a dispute between Bidders, summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.

4.8 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

4.9 The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent the conduct of the Auction in accordance with these General Conditions.

4.10 The Auctioneer may from time to time act jointly with an associated Auctioneer who will be named in the Catalogue and/or in the Special Conditions.

4.11 A Sale is concluded (constituting acceptance of the Bidder`s offer, subject to General Condition 4.12 below) when:

4.11.1 in the case of a Live Auction, on the fall of the Auctioneer`s hammer; and/or,

4.11.2 in the case of an Online Auction, at the close of the timed Online Auction Sale, as specified on the Website, and as defined by General Condition 4.17.3 below or;

4.11.3 in the case of a Private Treaty or Tender, when the Bidders Bid is accepted such acceptance to be communicated to the Bidder by way of an invoice from the Company.

4.12 The Buyer shall be the person who made the highest Bid at the conclusion of the Sale pursuant to General Condition 4.11 above subject to approval and acceptance by the Company, the Auctioneers and the Seller, or such other Bidder as the Auctioneer and/or the Company may declare to be the Buyer without being required to give a reason. The Auctioneer and/ or the Company and/ or the Seller is not bound to accept the highest Bid or any other Bid placed in the course of the Auction.

4.13 In the case of an Online Auction the Buyer, as determined under General Condition 4.12 above, shall within a reasonable time after the conclusion of the Sale receive by email an invoice in respect of the monies due for the Lot(s) purchased.

4.14 In the event that the reserve price is not met, the Company may consider the Bids received below the reserve price with the Seller who at its sole discretion may accept, reject or place a counteroffer.

4.15 On conclusion of the Sale and acceptance of the Bidders Bid pursuant to General Conditions 4.11 and 4.12 above, the Buyer acknowledges and agrees that he has entered into a contract with the Seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.

4.16 The Buyer may not remove any Lot he has bought until after the end of the Auction.

4.17 In relation to an Online Auction:

4.17.1 the Company cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of the Online Auction and the Bidders ability to Bid. The Company shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur during the Online Auction;

4.17.2 the Auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond the published closing time (including extension of the timed Online Auction in accordance with General Condition 4.17.3 below);

4.17.3 Timed Online Auctions are auto bid extension enabled whereby the original scheduled close of the timed Online Auction will automatically be extended when competing interest is active. This continues until there are no more Bids. Such time shall then be deemed to be the close of the timed Online Auction.

4.18 In the event that the Auctioneer unknowingly sells a Lot that was not eligible for Sale (i.e. there is a third party interest that comes to light) then the Auctioneer shall be entitled to immediately rescind that Sale without any further liability to the Auctioneer and/or Company or the Seller.

4.19 Copies of the Auctions (Bidding Agreements) Act 1927 and 1969 are held at the Company's and/or the Auctioneer's principal place of business.

## **5. Payment**

5.1 The Buyer shall pay the following sums to the Company in full and without set off:-

5.1.1 the balance of the price of the Lot purchased, together with the Buyer's Premium by no later than 48 hours after conclusion of the Sale or, in the case of an Online Auction, after receipt of an invoice in respect of the purchased Lot(s) pursuant to General Condition 4.13 above, or such other time and date as may be specified in the Special Conditions; and

5.1.2 any other payment or amount due to the Seller and/or the Company pursuant to these General Conditions or the Special Conditions on demand.

5.2 In view of Money Laundering Regulations the Company reserves the right to refuse payment in cash. Payments in cash of more than £5,000 will not, in any circumstances, be accepted.

5.3 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Buyer shall pay to the Company interest (both before and after any judgment) on the amount unpaid at the rate of 1.5% above the bank base rate of NatWest Bank Plc per month or any part thereof until payment in full is made.

5.4 Until the Buyer has fully complied with its obligations in this General Condition 5:-

5.5.1 title to any Lot bought shall not pass to the Buyer;

5.5.2 the Seller shall have a lien over any Lot bought by the Buyer in the Auction;

5.5.3 if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Seller.

5.6 All sums payable under these General Conditions and the Special Conditions are exclusive of any applicable VAT for which the Buyer shall be additionally liable to pay to the Company. On written request by the Buyer the Company will provide a VAT invoice.

5.7 The Company will only accept payment under this General Condition 5 from the Buyer or its authorised agents.

## **6. Removal of Lots**

6.1 Risk of damage to or loss of the Lot shall pass to the Buyer immediately upon the conclusion of the Sale.

6.2 The removal of Lots from the Location shall be undertaken by the Buyer entirely at its own risk and without any liability whatsoever to the Company.

6.3 Buyers are responsible for any and all costs and expenses incurred in relation to the removal of Lots and any other applicable charges, taxes and insurance costs.

6.4 The Buyer may not remove any Lot until the Buyer has:-

6.4.1 paid by cleared funds all amounts payable pursuant to General Condition 5 above in full; and

6.4.2 if requested by the Company produced satisfactory evidence that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition 6.11 below and/or deposited with the Company, by way of security for the costs of making good any damage likely to occur, such sum as the Company may stipulate.

6.5 The Company will only permit the removal of Lots purchased by the Buyer or its authorised agents.

6.6 The Buyer must remove each Lot purchased by the Clearance Date and Time. Lots may only be removed during normal working hours or such hours as are specified in the Special Conditions. No clearance on Bank or Public Holidays.

6.7 Buyers should co-operate regarding order of removal of Lots in order to comply with the Clearance Date and Time. If it transpires that a Buyer makes no effort to commence dismantling and the particular Lot is preventing other buyers from removing purchased Lots, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the specified Clearance Date and Time. In the event the Buyer does not comply with its obligations under this General Condition 6.7, then the Auctioneer reserves the right to arrange for the removal and/or storage of the Lot and charge any attendant costs to the Buyer.

6.8 If any Lot is unsold and has to be dismantled & lowered to allow the removal of any other lot, then such dismantling & lowering shall be the responsibility of the Buyer of the relevant Lot(s).

6.9 Title to computer software sold pursuant to the Sale of a Lot is not transferred under any Sale to the Buyer and use is subject to any licence or copyright restrictions and user conditions. The Sellers, Company and/or Auctioneers reserve the right to erase any private or sensitive information prior to the Sale or at any later date.

6.10 The Buyer and/or his removal contractor must liaise with the Company's site representative prior to commencing dismantling/removal of a Lot from the Location and must at all times comply with its obligations under clause 6.11 below.

6.11 When removing any Lot from the Location the Buyer shall themselves or shall ensure that its removal contractors shall:

6.11.1 carry out a full assessment of Lot, the Location and the land or buildings to which the Lot is fixed to assess the risks associated with detaching/removing the Lot and shall fully satisfy themselves that they can detach/remove the Lot in compliance with the Buyers obligations under this General Condition 6.11 prior to handling and/or commencing removal of a Lot;

6.11.2 comply with all building and planning legislation (where required) in relation to the removal of building structures and plant housings;

6.11.3 buyers of Lots will be required to make good holes or voids exposed by the removal of Lots. Cladding taken off buildings for removal of plant & equipment will have to be replaced, unless otherwise specified by the Company;

6.11.4 when detaching any Lot fixed to land or buildings, do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without first obtaining written consent of the Company;

6.11.5 remove the Lot in compliance with all relevant legislation, regulations, codes of practice, guidance, orders, rules and other requirements of any relevant government or governmental agency or authority whether Parliamentary, statutory, parochial or local including (without limitation) in compliance with the Health and Safety at Work etc Act 1974, the Environmental Protection Act 1990, The Construction (Design and Management) Regulations 2007, Control of Substances Hazardous to Health Regulations 2002 (COSHH), and the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof and all other health and safety and environmental legislation in existence at the time of the Sale. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by the Buyer shall be to the best industry practice;

In all cases arising under this General Condition 6.11 the costs of compliance shall be borne by the Buyer and the Buyer hereby indemnifies the Company and the Seller against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Company and/or the Seller may incur arising directly or indirectly out of any breach by the Buyer to the provisions of this General Condition 6.11 and the Buyer shall make good any damage caused to (without limitation) other lots, the Location or to any property belonging to third parties, in removing any Lot under this General Condition 6.11.

6.12 The Company shall be entitled to halt the clearance of any Lot if in its absolute discretion the removal of a Lot is being carried out in an unsatisfactory manner. Where the clearance is halted by the Company, the Buyer must liaise with the Company's site representative as to how the Lot should be removed from the Location provided that the Buyer shall at all times ensure that it complies with its obligations under General Condition 6.11 above and the Company shall have no liability in this regard.

6.13 The Buyer shall provide evidence as and when requested by the Company of the Buyer's insurance policies in respect of the following insurances and at a minimum level of:

6.13.1. Public Liability Cover - limit Two Million Pounds (£ 2,000,000); and

6.13.2. Employers Liability Cover - limit Ten Million Pounds (£10,000,000);

the Company reserves the right to vary the level of insurance cover stated above at any time, as and when required.

6.14 The Buyer shall provide to the Company a Risk Assessment & Method Statement complying with The Construction (Design & Management) Regulations 2007, COSHH or with any subsequent amendments thereof or such other legislation as shall from time to time be in force.

6.15 Electric, gas, water, steam and waste disconnections are the responsibility of the Buyer and MUST be carried out by an approved contractor following consultation with the site representative.

6.16 It is expressly brought to the Buyer's attention that certain Lots could contain blue or white asbestos, dangerous chemicals etc. which if not handled correctly during their removal could result in breach of Health & Safety at Work legislation and/or Control of Substances Hazardous to Health Regulations or other statutory requirements.

6.17 Any fluids, gases and/ or waste remaining in plant and machinery are the responsibility of the Buyer and MUST be removed from the Location strictly in accordance with any applicable statutory requirements.

6.18 The Buyer must use safe and lawful means of removing the Lot, must comply with all current statutory requirements and regulations including those relating to the disposal and removal of waste, and if required, satisfy the Company in relation to their removal procedures; in particular, the removal of waste materials must be undertaken by an approved and licensed contractor to an approved waste management site.

6.19 It is the purchaser's or their removal contractors responsibility (i.e. Police, Ministry of Transport, Local Authority) to transport off site long/ wide loads, within sufficient time prior to the commencement of clearance period as stated in the Special Notes & Conditions.

6.20 The Buyer shall indemnify the Company and the Seller against any loss, damages, expenses, claims or liabilities arising directly or indirectly from the possession or use of the Lot after title to the Lot has passed to the Buyer but before it is removed from the Location.

6.21 All Lots are sold on the understanding that the Seller does not represent them as being in a condition which makes them suitable for domestic use. If any Lots are intended for domestic use the Buyer must ensure that they comply with the requirements of the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and any subsequent amendments thereof or such other relevant statutory requirements or regulations as shall from time to time be in force.

6.22 The Buyer undertakes to comply with the provisions of the Data Protection Act 1998 in processing data held by them in connection with any Lot.

## **7. Default by the Buyer**

7.1 If at any time the Buyer has failed to pay the sums specified in General Condition 5 above in full by the due date for payment, or to remove any Lot purchased by the Clearance Date and Time specified in the Special Conditions the Seller may rescind the Sale of that Lot, in which case any Deposit shall be forfeit, and that Lot may be resold.

7.2 If the Seller has rescinded the Sale but the Buyer has removed the Lot purchased, the Seller shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.

7.3 If the Seller has rescinded the Sale and the Lot has been resold by the Auctioneer and/or the Company or by the Seller, the Buyer shall reimburse the Seller with any shortfall where:-

7.3.1 the resale price less the Sale price; and

7.3.2 the costs incurred by the Seller incidental to the resale.

7.4 If the Buyer fails to remove any Lot by the Clearance Date and Time specified:-

7.4.1 the Seller may remove the Lot from the Location and leave it outside at the Buyer's risk in all respects;

7.4.2 the Seller may charge the Buyer for the reasonable costs of storage;

7.4.3 the Seller may charge the Buyer rent, taxes, men's wages and expenses incurred as a result of the Lot(s) remaining at the Location; and

7.4.4 the Buyer shall indemnify the Seller against any loss, damages, expenses, claims or liabilities incurred by the Seller arising from the Buyer's failure to remove the Lot from the Location.

## **8. Acknowledgements and Exclusion of Warranties**

8.1 The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Company or any of their employee's agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and without limitation any warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by law.



8.2 The Buyer further acknowledges that neither the Sellers nor the Company shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the Sale or reject any Lot for an error omission or misstatement contained in the Catalogue and/or in the Special Conditions.

8.3 The Buyer also acknowledges that:-

8.3.1 all the Lots are purchased on the basis that risk of good title to all or any of them passing to the Buyer is at the Buyer's risk and without limitation the Lots are sold subject to any claims, liens, distraint and execution and subject to all leasing, hire or hire purchase agreements and reservation of title claims (if any) in respect of them;

8.3.2 if it shall be found that the Seller does not have title to all or any of the Lots the Buyer shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the price paid or payable;

8.3.3 anything found in, under, near or in any Lot which is not specifically included in the description of the Lot remains the property of the Seller;

8.3.4 any intellectual property rights or software subsisting in a Lot may be third party property and as such the Seller and/or the Company may be unable to effect transfer. The Buyer will not be authorised to use intellectual property rights or software and any such use or transfer shall be at the Buyers sole risk.

8.4 The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant regulations as shall from time to time be in force before using it on a public road. It is the Buyer's responsibility to remove Company logos and lettering from vehicles. Odometer readings are not warranted.

8.5 The Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment in their working environment. Neither the Seller nor the Company shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any health and safety and environmental legislation in existence at the time of the Sale.

8.6 The Buyer acknowledges and agrees that the Company is acting only as agent of the Seller and it is expressly agreed and declared that no personal liability in connection with the Sale of any Lot or otherwise shall fall on the Company and the Buyer shall indemnify the Company against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency Practitioner(s), including Administrative Receiver(s), Administrator(s) and Liquidator(s) act as agent(s) for the Seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto.

8.7 The Buyer agrees that the General Conditions and the exclusions which they contain are fair and reasonable bearing in mind that:-

8.7.1 the Buyer must rely absolutely on the Buyer's own opinion and/or professional advice concerning the quality, state, condition, performance and functionality of the Lots any right, title or interest which is sold under the terms of these General Conditions, their fitness and suitability for any particular or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the Buyer may not acquire title and the fact that the Buyer would have no remedy under this Agreement should that happen;

8.7.2 the Buyer has available to it skilled professional advice and on that basis agrees to purchase a Lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in these General Conditions would be recognised as being fully effective by the Courts and the Seller making it clear that it would not have agreed to sell any Lot on any other basis except for a higher consideration;

8.7.3 the Buyer has been given every opportunity which might reasonably be expected to examine and inspect the Lots.

8.8 Notwithstanding anything else in these General Conditions, the Seller's and the Company's total liability under or in connection with the Sale of any Lot, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, including consequential loss, shall be limited in aggregate to

the price paid for the Lot or if no price has been paid then the higher of the market value or reserve price for the Lot. This General Condition 8.8 does not apply to liability for death or personal injury.

8.9 The Buyer acknowledges that a Sale by Auction is not a consumer sale for the purposes of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and the Unfair Contract Terms Act 1977 and the Buyer shall not seek to rely upon and conditions or warranties implied thereby or by any other legislation.