

# **Sale by Private Treaty**

(Subject to Conditions of Sale, unless otherwise Sold)

On the instructions of a Retained Client

We are inviting offers for the complete contents of a Bar/Dinner located in the Centre of Edinburgh just off the Royal Mile

At: Edinburgh City Centre

All Enquires to Stuart@gmgsales.com

Eastcroft House, 25 Woodhall Road, Wishaw, ML2 8PY +44 (0) 1698 386 726

http://www.asset-valuation-sales.com

#### GMG ASSET VALUATION LIMITED - SALE OF GOODS BY PRIVATE TREATY

#### **CONDITIONS OF SALE**

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.

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

#### 1. Application of the Conditions

- 1.1. In the Conditions the expression "the Agent" means GMG Asset Valuation Ltd of Eastcroft House, 25 Woodhall Road, Cambusnethan, Wishaw, ML2 8PY and includes its employees and agents and any person authorised by it to sell any Lot
- 1.2. These Conditions apply to every Lot offered for sale whether the Lot includes property fixed or not fixed to land or any other personal property.
- 1.3. Where the Conditions have not previously been accepted by a person making an offer for any Lot, the making of an offer shall be deemed to be an acceptance of the Conditions by that person.
- 1.4. If these Conditions are inconsistent with any special conditions set out in the Catalogue or Offer to Purchase Form attached to these Conditions (the "Special Conditions"), the Special Conditions shall apply.
- 1.5. These Conditions shall be governed, construed and enforced in accordance with the law of England, except where the Sale is held in Scotland when the law of Scotland shall apply.

#### 2. Offering on Behalf of Another

- 2.1. Unless the Agent has previously acknowledged in writing that anyone makes an offer as agent on behalf of a named principal, every person making an offer shall be taken to bid on his own behalf as principal.
- 2.2. If the Agent has already acknowledged in writing that anyone makes an offer as agent on behalf of a named principal, that person warrants that he has the authority of his principal to make each offer he makes.

#### 3. Conduct of Sale and Form of Offer

- 3.1. The Agent offers each Lot as Agent of the Seller and not as principal unless otherwise stated in the Catalogue.
- 3.2. Offers must be made in writing on the to GMG Asset Valuation Ltd, Eastcroft House, 25 Woodhall Road, Cambusnethan, Wishaw, ML2 8PY, together with a cheque as deposit (where applicable) and made payable to GMG Asset Valuation Ltd for 25 per cent of the purchase price offered.
- 3.3. Offers may be made for all Lots or for any separate Lot as shown in the Catalogue.
- 3.4. No offers shall impose any conditions or be subject to any qualifications whatsoever.
- 3.5. The Buyer, in respect of each Lot, shall be the person notified of the Seller's acceptance of his offer. Any person whose offer is not accepted will have any deposit cheque returned to him by post to the address given.
- 3.6. No offers once submitted may be withdrawn.
- 3.7. The Seller may refuse, at his sole discretion, to accept any offer and shall not be obliged to accept any offer nor the highest offer or offers tendered. The Seller reserves the right to accept the whole or such part of any offer or offers as he may think fit
- 3.8. Neither the Seller nor the Agent shall be bound by any sub-sale, assignment or split of the purchase contract and the Buyer alone shall be responsible for the discharge of the purchase price to the Agent.

#### 4. Agent's Right of Rescission

4.1. The Agent has the right to rescind a contract for sale of any Lot, even if it has been paid for and release has been given to the Buyer, if any third party subsequently proves to have a superior title or right to custody or possession of any Lot and upon the contract being rescinded, and if already paid, the return of any deposit or purchase price to the Buyer, neither the Seller nor the Agent shall be under any further liability whatsoever to the Buyer.

#### 5. After the Sale

- 5.1. The Buyer may be asked to pay the Agent a deposit (if specified on the offer to purchase form) of 25 per cent of the Purchase Price in the manner specified by the Agent.
- 5.2. Within the time specified in Clause 5.4 below, the Buyer shall pay the following sums to the Agent at his office or elsewhere as he may direct in full:-
  - 5.2.1. the balance of the price of all Lots purchased together with any Buyer's Premium and VAT due.
  - 5.2.2. the value as summarily determined by the Agent, whose determination shall be final and binding, of all or part of any Lot or of the premises where the Lot is, or has been held, which has been damaged or destroyed by the Buyer, his servants or employees or his principal or agent.

- 5.2.3. any storage or interest charges payable by the Buyer under these Conditions.
- 5.2.4. any deposit required by the Seller or Agent under clause 6.5.6.
- 5.3. The Agent reserves the right to refuse cheques in payment for Lots purchased.
- 5.4. The time for complying with Clause 5.2 above shall be the time specified on the invoice applicable to the sale, or 24 hours after acceptance if no time is specified and in every case, time shall be of the essence.
- 5.5. The Agent may at any time, in his sole discretion, grant the Buyer an extension of time for complying with Clause 5.2 above, in which case the Buyer shall pay to the Agent in full, before moving or removing the Lot, interest on any unpaid sums at a rate 4% above Barclays Bank Plc base rate in force from time to time.
- 5.6. Until the Buyer has complied with Clause 5.2 above:-
  - 5.6.1. title to any Lot bought shall not pass to the Buyer.
  - 5.6.2. the Lot shall be at the Buyer's risk from the time of acceptance of the Buyer's offer.
  - 5.6.3. if the Buyer effects or purports to affect 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 Agent and the Seller.
- 5.7. On written request by the Buyer, the Agent shall provide a VAT invoice in proper form, if appropriate.

#### 6. Removal of Lot Bought

- 6.1. The Buyer shall not remove any Lot and title shall not pass in respect of any Lot until the Buyer has paid the sums specified in Clause 5.2 in full for every Lot (including any other Lots purchased through the agency of the Agent) he has bought, and any other sums owed by the Buyer to the Agent, unless otherwise agreed in writing between the Buyer and the Agent.
- 6.2. The Agent reserves the right to retain any Lot until a cheque offered in payment has cleared.
- 6.3. After paying the sums specified in Clause 5.2 above, the Buyer must remove the Lot bought by the time specified in the Offer to Purchase Form attached to these Conditions or 24 hours after acceptance if no time is specified and in every case, time shall be of the essence.
- 6.4. The Agent may at any time, in his sole discretion and on terms specified by him, grant the Buyer an extension of the time specified in Clause 6.3 above.
- 6.5. The Buyer shall comply with all instructions given in respect of such removals contained or referred to in the Catalogue and:-
  - 6.5.1. shall comply with all current statutory rules and regulations in carrying out such removal.
  - 6.5.2. shall be responsible for detaching any Lot fixed to land and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of the Agent.
  - 6.5.3. must use safe and lawful means to remove any Lot.
  - 6.5.4. shall indemnify the Agent and the Seller against all claims, costs, damages and legal and other expenses in respect of damage to person or property arising directly or indirectly from the detaching of any Lot or its removal.
  - 6.5.5. shall have insurance in respect of such indemnity and shall on request produce to the Agent a receipt for the last premium due or other sufficient evidence that such insurance has been affected and remains in force;
  - 6.5.6. if required to do so by the Seller or the Agent the Buyer shall deposit with the Agent before the final removal of any Lot or Lots the estimated costs of repairing such damage. Such costs to be fixed by the Seller or the Agent on his behalf whose decision shall be final and binding on the Buyer.
- 6.6. Only contractors approved for operation under any Code of Practice in force under current Health and Safety legislation or regulations and recognised by the Seller will be allowed to undertake the removal of a Lot where the removal of such Lot is governed or regulated by any such Code of Practice.
- 6.7. The Buyer is solely responsible for obtaining any export license that may be required in connection with the removal of any Lot purchased by it.

#### 7. Retention of Title Claims

- 7.1. If it is established to the satisfaction of the Agent or the Seller, at any time after title in the Lot has passed to the Buyer, that the Lot is subject to a charge, lien, retention of title claim or other encumbrance or that the Seller does not have good unencumbered title thereto then the Agent or the Seller may elect by notice in writing to exclude the asset from the sale whereupon the Buyer shall be deemed to have waived and relinquished such title as it may have acquired to such asset and the same shall not be a ground for rescinding, avoiding or varying any or all of the provisions hereof or for the recovery of any or all of the Purchase Price paid by the Buyer.
- 7.2. If the title of the Seller to any asset possession of which is allowed to the Buyer is or shall at any time be called into question (whether in any proceedings or otherwise) by any third party or if there shall be any dispute arising out of these Conditions, the Buyer shall allow to the Seller and its servants authorised agents and invitees access to all assets in question during normal business hours for the purpose of resolving such question.

- 7.3. In respect of any of the assets excluded from these Conditions by the Agent or the Seller pursuant to clause 7.1, the Buyer undertakes with the Agent and the Seller either:
  - 7.3.1. to deliver at his own expense possession of any such asset or assets so excluded forthwith on being required so to do by the Agent or the Seller to such place as the Agent or the Seller shall require; or
  - 7.3.2. to pay to the Agent or the Seller forthwith upon demand a sum equal to the amount agreed or adjudged as between the Seller and the owner or owners of such asset or such other third party having a claim thereto, to be recoverable from the Seller by reason of the failure by the Buyer to deliver possession of such asset as provided in clause 7.3.1.
- 7.4. Without prejudice to the generality of the foregoing, the Buyer agrees fully and effectually to indemnify, and keep indemnified, the Seller from and against all claims, losses, proceedings, damages, sums and expenses from time to time paid or payable or incurred or suffered by the Seller in respect of any claims by suppliers for retention of title, without set off counterclaim or any other deduction of any nature.

#### 8. Health and Safety and other Requirements

- 8.1. Neither the Agent nor the Seller makes any representation or warranty that any Lot sold satisfies any health and safety, quality or other standards imposed by statute, rules or regulations, in particular but without limit those relating to plant and machinery, motor vehicles, food, furniture, and electrical equipment and it shall be the Buyer's obligation and responsibility to comply in all respects with such statute, rules and regulations before the Lot sold is consumed, used, sold, supplied or otherwise disposed of to a third party.
- 8.2. Neither the Agent nor the Seller shall be under any liability pursuant to Section 6 of the Health & Safety at Work Act 1974. The Buyer undertakes to carry out all necessary tests and examinations and other works to ensure that insofar as it is reasonably practical any Lot purchased will be safe and without risk to health and safety at all times when it is being set, used, cleaned or maintained by any person at work.
- 8.3. Certain types of plant or main service installations may contain blue and white asbestos, dangerous chemicals, etc. which if not handled correctly during their removal from the site could be in breach of the Health and Safety at Work Act or other statute or regulations made thereunder covering the use of such substances in a working environment. It shall be the Buyer's obligation and responsibility to comply in all respects with such statute, rules and regulations before and during removal of any such Lot.
- 8.4. Neither the Agent nor the Seller represents that any Lot sold which comprises furniture or furnishings within the Furniture and Furnishings (Fire & Safety) Regulations 1998 are in a condition which makes them suitable for domestic use. If such Lots are sold or supplied in due course for domestic use, the Buyer shall before sell or supplying them for such use ensure that they comply with the requirements of such regulations.
- 8.5. The Buyer of any Lot which comprises a motor vehicle shall be responsible for complying with all legal requirements as to the construction and use of that vehicle and for obtaining all certificates, permits or other authorisations necessary before that vehicle can be used on any road.
- 8.6. Neither the Agent nor the Seller warrants the accuracy of any recorded mileage on any motor vehicle which is given for information purposes only and must not be relied upon by a Buyer as indicating the actual mileage travelled by the vehicle
- 8.7. No warranty or representation is given that the hardware, equipment and/or software which constitutes any Lot sold shall be free from viruses, trojan horses, worms, time bombs, cancelbots or other computer programming code or defects which are intended to damage a user system or data, compromise security, disrupt services, capture passwords, collect or use tools intended to explore, exploit computer systems or network security or vulnerability and any Buyer of such Lot accepts and uses such hardware, equipment and software entirely at his own risk.
- 8.8. The Seller and the Agent are not selling any computer software or data and shall be entitled to have access to any Lot sold which constitutes or incorporates computer software whether before or after removal by the Buyer to his own premises for the purposes of removing the software and deleting all or any data of whatever form or type which may be contained or stored within such software and neither the Seller nor the Agent shall have any liability for any direct or indirect loss or damage to the Lot sold caused by such deletion.
- 8.9. The Buyer shall indemnify the Agent and the Seller (as the case may be) against all claims, costs, damages and legal and other expenses arising directly or indirectly from any breach by the Buyer of his obligations under this Clause 8.

#### 9. Default by the Buyer

- 9.1. If at any time, the Buyer has failed either to pay the sums specified in Clause 5.2 above by the expiry of the time specified in Clause 5.4 above (or any extension granted under Clause 5.5 above) or to remove any Lot by the time specified in Clause 6.3 above (or any extension granted under Clause 6.4 above), the Agent may rescind the sale of that Lot, and any deposit shall be forfeit and that Lot may be resold.
- 9.2. The Agent shall be entitled to charge interest upon any unpaid balance of the Purchase Price at a rate of 4% above the base rate for the time being of Barclays Bank Plc and to charge the Buyer for all storage charges incurred by the Agent or the Seller arising after the time specified for removal until the Seller elects to rescind the sale, if at all, which election he may make at any time after such non-payment or non-removal as the case may be. Such storage charges to be payable by the Buyer on demand.
- 9.3. If the Agent has rescinded the sale but the Buyer has removed the Lot bought, the Agent shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.
- 9.4. If the Agent has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:-

- 9.4.1. the Purchase Price less the resale Purchase Price.
- 9.4.2. costs of and incidental to resale (including any insurance or storage charges).
- 9.5. In the event that the Buyer has failed to remove any Lot by the time specified in Clause 6.3 above (or any extension granted under Clause 6.4 above) so that the Seller is unable to give vacant possession upon disposing of or relinquishing any interest in the premises from which the Lot should have been removed, the Buyer shall indemnify the Seller against all loss and expenses caused thereby.
- 9.6. If, before title passes to the Buyer under these Conditions, the Buyer nevertheless purports to resell or otherwise dispose of the lot or any interest therein, the Buyer shall hold the proceeds of such sale or other disposition upon trust for the Agent and the Seller jointly until title passes to the Buyer under these Conditions, if at all, and in the meantime the Buyer shall not deal with, charge or dispose of such proceeds except with the written consent of the Seller or of the Agent.

#### 10. Liabilities and Indemnities

- 10.1. Where the Agent conducts a sale on behalf of a Seller who is an Insolvency Practitioner acting as an Office Holder under the Insolvency Act 1986 (as amended)
  - 10.1.1. the Seller shall only act as an agent on behalf of the insolvent company or individual (as the case may be) and shall be under no personal liability whatsoever in respect of the contract for sale of any Lot.
  - 10.1.2. the Seller and the Agent on his behalf sell only whatever right, title or interest the insolvent company or individual may have in any Lot.
- 10.2. Save in respect of a sale to which Clause 10.1 above applies, the Seller warrants to the Buyer that the Seller is able to pass good title, and if the Seller is not able to do so, the Agent shall use his reasonable endeavours to assist the Buyer at the Buyer's expense in obtaining good title but the Agent shall not be bound to initiate litigation and shall not be under any other obligation to the Buyer.
- 10.3. The Agent neither has nor professes any expert or other knowledge of any Lot sold and all Lots are sold as seen and were lying with all faults and imperfections and errors of descriptions, age, measurements, weight, quantity or quality and whether material or not and all illustrations and descriptions in Catalogues are for identification only.
- 10.4. The Buyer shall be deemed to have inspected and approved each Lot he buys and if he buys without previous inspection he shall be deemed to buy with notice of all defects and to have done so at his own risk. Any statement by the Agent as to the Lot is as a statement of opinion only.
- 10.5. Neither the Seller of any Lot nor the Agent, their servants or agents, makes or gives nor has any person in the employment of the Agent any authority to make or give any representation or warranty in relation to any Lot and any express or implied conditions or warranties as to description quality or fitness are to the extent permitted by law excluded.
- 10.6. No Lot is sold as comprising or including any new goods and unless specifically stated otherwise does not include any contents.
- 10.7. No liability shall attach to the Seller or Agent either in contract or in tort for loss, injury or damage and legal or other expenses sustained by the Buyer his employees, servants, agents, principal or employer or his or their property by reason of:-
  - 10.7.1. any defect in any Lot sold, whether or not such defect be latent or apparent on inspection.
  - 10.7.2. any defect or danger in or on the premises where the Lot is held.
  - 10.7.3. any use or misuse of any of the plant or machinery or equipment present on the premises where the Lot is held, including without limitation, forklifts, travelling gantry cranes and other cranage.
  - 10.7.4. any alleged failure of the Agent to properly advertise the sale or obtain expert advice with regard to any Lot offered for sale.
  - 10.7.5. any act or omission of any person other than the Agent.
- 10.8. In no circumstances shall the Agent be liable to any person who makes any offer for any Lot nor to any agent or employee of such person for any consequential loss or damage howsoever caused.
- 10.9. Each of the Clauses 10.1 to 10.8 and the sub-Clauses therein shall be severable and take effect as separate Clauses and sub-Clauses as the case may be.

#### 11. Miscellaneous

- 11.1. The benefit and burden of these Conditions may not be assigned.
- 11.2. If any Clause or any part of any Clause will be held to be unenforceable or invalid such unenforceability or invalidity will not affect the enforceability and validity of the remaining Clauses or the remainder of the relevant Clause.
- 11.3. The headings used in these Conditions are for convenience only and will not affect their interpretation.
- 11.4. In these Conditions "including" will mean "including, without limitation".
- 11.5. The failure of or delay by the Agent or the Seller in the enforcement or exercise of any right arising under these Conditions will not operate or be deemed to operate as a waiver of the Agent's or the Seller's rights under these

Conditions except to the extent of any express waiver given to a Buyer in writing. Any such waiver will not affect the ability subsequently to enforce any right arising under these Conditions.

- 11.6. References in these Conditions to the Agent will, where appropriate, include reference to the Agent's officers, employees and agents. Save as expressly provided in this sub-clause 11.6, nothing in these Conditions will confer or purport to confer on any third party any benefit or the right to enforce any term of these Conditions, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Where these Conditions confer an immunity from, and/or an exclusion or restriction of, the responsibility and/or the Agent's liability, these Conditions will operate in favour and for the benefit of any of the Agent's officers, employees or agents, each of whom will be entitled to avail itself of the relevant immunity and/or exclusion and/or restriction within and for the purposes of the Contracts (Rights of Third Parties) Act 1999 and generally at law.
- 11.7. Unless otherwise stated in these Conditions or the Special Conditions, all fees and other charges made by the Agent to a Buyer under these Conditions are exclusive of VAT and VAT will be payable by Buyers on such fees and charges accordingly.
- 11.8. If the Agent is prevented from performing its obligations under these Conditions by circumstances beyond its reasonable control, or if performance of its obligations would give rise to a significantly increased financial cost to the Agent, the Agent will not, for so long as such circumstances prevail, be required to perform such obligations.
- 11.9. The copyright in the text of the Treaty Catalogue and photographs and illustrations of Lots shown in the Treaty Catalogue belongs to the Agent. Users will not reproduce or permit anyone else to reproduce such text, photographs or illustrations without the Agents prior written consent.
- 11.10. In these Conditions unless the context otherwise requires the following words will mean:

**Buyer** the person notified pursuant to Clause 3.5 that their offer has been

accepted by the Seller;

**Expenses** means all charges and expenses paid or payable to the Agent

pursuant to these Conditions including but not limited to legal expenses, customs duties, packing or shipping costs, taxes, levies, storage charges or costs of collection from you in the event of default

plus VAT if applicable;

Lot a lot offered for sale by way of private treaty;

**Buyer's Premium** the premium equal to 10% of the Purchase Price plus VAT, or such

other Buyer's Premium as is specified on the invoice, or any Special

Sale Conditions;

Purchase Price in relation to a Lot the aggregate of the price of the successful offer

and VAT on the successful offer (if applicable), the Buyer's Premium and VAT on the Buyer's Premium, any other sum due pursuant to

Clause 6.3 and any Expenses;

**Seller** the seller of a Lot;

Catalogue the written particulars of sale

#### **SPECIAL CONDITIONS OF SALE**

#### Buyer's Premium

The purchaser will pay to the Auctioneer a Premium of 15% on the hammer price to which will be added VAT at the applicable rate. The premium is NOT negotiable and is payable by ALL purchasers. The purchaser agrees that the Auctioneer, when acting as agent for the seller, may also receive a commission from the seller.

#### Value Added Tax

All lots will be sold exclusive of Value Added Tax which will be added to purchaser's sale accounts at the standard rate as appropriate (except for the private saloon cars). VAT will be charged to and paid by all purchasers.

## Payment & Terms

Payment must be TELEGRAPHIC TRANSFER to allow for quick collection of lots. The balance of any account must be paid as stipulated on any invoice.

All payments must be made in GBP.

Our Bank Details are:

Santander

Account Number: 10965007 Sort Code: 09-02-22

Account Name: GMG Asset Valuation Ltd Client Funds.

#### **Deposits**

The Agent reserve the right to collect deposits from purchasers at the time of their first purchase and from time to time throughout the sale as deemed necessary by the Auctioneer.

#### Removal

NO LOTS WILL BE RELEASED WHILST THE SALE IS IN PROGRESS.

The premises will be open for collection of lots (dates to be confirmed) and will be by **APPOINTMENT ONLY.** If no communication has been received or no purchaser or representative of the purchaser has appeared at the premises to remove his lot/lots, by the given dates then the Conditions of Sale shall apply.

NO LOTS WILL BE RELEASED WITHOUT THE PRESENTATION OF THE PURCHASERS INVOICE OR RELEASE NOTE WHERE APPROPRIATE.

#### Reserves

Where appropriate and at the Agents discretion, lots may be subject to a reserve.

#### **NOTICES TO PURCHASERS**

#### Viewing

Viewings, and testing as appropriate, has been offered and as a result offers are sought on an as is where is basis unseen.

#### Health And Safety

#### A. On Site

- 1.Please note that, as an industrial site, the premises may have hazardous areas and attendees must exercise due caution when walking around.
- 2. Children under 16 years of age will not be allowed on site.
- 3. Smoking is prohibited everywhere on site.

#### **B. During Removal**

All lots must be removed in accordance with the Conditions of Sale as set out in the catalogue.

#### C. Use of Equipment

It is expressly brought to the Bidders attention that, at the time of the sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with any Acts or Regulations governing the use of that plant, machinery or equipment. Successful Bidders 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 thereunder applicable thereto.

#### Value Added Tax

#### **VAT PROCEDURES FOR EXPORT OF GOODS**

#### **Deposits procedures**

#### **EU Countries**

Where goods purchased at auction are to be exported it may be possible for the goods to be sold without adding VAT. If you intend to export goods you must inform the auction staff at the auction of your intention to export who will issue a zero-rated invoice if appropriate. If you are exporting to another EU country, you must provide auction staff with your name, address and EU VAT number. These details will be included on the sales invoice. If you do not have a valid EU VAT number, VAT will be charged at the appropriate rate. All buyers must pay a refundable deposit equal to the amount of VAT that would otherwise be payable. This must be paid prior to the goods being removed. This will be held by us and refunded once we receive satisfactory proof of export. In order for the VAT deposit to be refunded, all goods must be exported, and proof of export provided (see below) within 3 months of the date of the auction. If we do not receive suitable evidence of export within this time, we will keep the VAT deposit and issue an invoice charging VAT at the appropriate rate. VAT will always be payable on any buyer's premium. Original documents must be provided in order to refund the VAT.

#### **Non-EU Countries**

Where goods purchased at auction are to be exported it may be possible for the goods to be sold without adding VAT. If you intend to export goods you must inform the auction staff at the auction of your intention to export who will issue a zero-rated invoice if appropriate. All buyers must pay a refundable deposit equal to the amount of VAT that would otherwise be payable. This must be paid prior to the goods being removed. This will be held by us and refunded once we receive satisfactory proof of export. In order for the VAT deposit to be refunded, all goods must be exported, and proof of export provided (see below) within 3 months of the date of the auction. If we do not receive suitable evidence of export within this time, we will keep the VAT deposit and issue an invoice charging VAT at the appropriate rate. VAT will always be payable on any buyer's premium. Original documents must be provided in order to refund the VAT.

#### **Proof of export**

Evidence must show that the goods you have been supplied with have left the UK. Copies of commercial transport documents and/or official HMRC export evidence alone will not be sufficient although they should still be provided. Information held must identify the date and route of the movement of goods and the mode of transport involved. It should include the following:

Name and address of vendor Name and address of customer Description of goods Value of goods

Date of departure of goods from the auction premises and from the UK.

Name and address of the haulier collecting the goods

Registration number of the vehicle collecting the goods and the name and signature of the driver and, where the goods are to be taken out of the UK by a different haulier or vehicle, the name and address of that haulier, that vehicle registration number and a signature for the goods Route, for example, Channel Tunnel, port of exit

Copy of travel tickets

Name of ferry or shipping company and date of sailing or airway number and airport.

Trailer number (if applicable)

Full container number (if applicable)

Vague descriptions of goods, quantities or values are not acceptable. For instance, "various electrical goods" must not be used when the correct description is "2000 mobile phones (Make ABC and Model Number XYZ2000)". An accurate value, for example, £50,000 must be shown and not excluded or replaced by a lower or higher amount.

If you are not able to provide adequate proof of export within the three-month time limit it may not be possible for the VAT deposit to be returned.

## Catalogue

### LOTS

	Bar Area - Ground Floor		
1	9 x Assorted Wooden Table & assorted chairs/benches		
2	Polar Stainless Steel Double Freezer		
3	Uniwell HX-6500 POS System		
4	1 x High Chair		
5	3 Door Undercounter Bottle Fridge		
6	Donner MAMP5 Amplifier		
7	Hobart Ecomax Glasswasher		
8	Polar Undercounter Glass Door Bottle Fridge		
9	Glass wear Throughout		
	Basement - Kitchen Area		
10	Lamber Pass Through Dish Washer - Model L21-NSP1206		
	c/w sink		
11	Chest Freezer		
12	Stainless Steel Tables throughout		
13	Samsung Microwave		
14	6 x Lincat Twin Tank Deep Fat Fryers		
15	Comfee Undercounter Freezer		
16	Polar Glass Door Undercounter Fridge		
17	6 x Stainless Steel Fridge/Freezers (Single Door)		
18	Spaceman Soft Serve Ice Cream Machine - Model		
	S30/6240		
19	2 x Blendtec Total Blender machines		
20	2 x Caterlite Induction Hobs		
21	Assorted Kitchen Utensils throughout		
	Basement Dining Area		
22	II. 11 IIII. (500 DOG G		
22	Uniwell HX-6500 POS System		
23	Polar Stainless Steel Upright Freezer		
24	Assorted Wooden Benches/Tables		
25	Epson Projector & Screen		
26	Retevis Walkie Talkie Hub & Handsets (x 5)		
27	Wet and Dry Stock Throughout		

### END OF SALE























































