

CATALOGUE  
Issue No 194:4  
22 February 2018

*Frank G Bowen*

**Frank G Bowen Ltd**  
Auctioneers and Valuers  
Est 1824

Auction to take place on  
**Thursday 22<sup>nd</sup> February 2018 at 11am**  
(Vehicles sold at 12 noon)

At  
253 Joseph Ray Road  
Leytonstone  
London  
E11 4RA

Details to follow on  
Friday 16<sup>th</sup> February 2018

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CONDITIONS OF ACCEPTANCE AND SALE – BUYERS - The following conditions of sale will govern the sale of each lot

By bidding for a lot the buyer accepts the conditions as listed and is bound by the same.

1. Any customer who wishes to bid must: a. Register, declaring name, address and telephone number (To be completed in person at the desk), b. Sign and accept the terms and conditions set forth in the Conditions of Sale  
c. Declare your age if requested. – All customers must be 18 or over. d. Obtain a bidding number. A £5 fee will be charged on all numbers not returned

The auctioneers reserved the right to refuse admission to their premises without stating a reason.

2. The highest bidder acceptable to the auctioneer to be the purchaser. The Auctioneers have the right to refuse a bid and to advance the bidding at their absolute discretion. If the Auctioneers consider that a dispute has arisen during the auction, the Auctioneers shall exercise their discretion.

3. The registered buyer is liable for any lots purchased using their buyers bidding number.

4. The Vendor and Auctioneers as agents to the Vendor, reserves the right to bid for or withdraw any lot prior to or during the auction to divide up or combine any lots. Alterations may be made at the Auctioneers discretion and may be given in writing or verbally. The Auctioneers may change or cancel all or part of the sale at their discretion without prior notice

5. Each lot is sold by the Vendor, the Auctioneers act as agents only. A sale by auction is not a consumer sale. The Unfair Contracts Terms Act 1977 12 (2) (as amended). The Sale of Goods Act 1979 (as amended) does not apply.

6. Each lot is sold 'as is' with all faults / defects un-removable attachments, provenance and errors of description including quantity and without any warranty or guarantee whatsoever, the purchasers to view and satisfy themselves as to the condition, quantity and description of lots before bidding. No verbal or written guidance made on any lot shall be taken as evidence as to the state of said lot. Photographs of lots do not constitute part of the description, these are an indication only. Lots, for example mobile phones and laptops may have been disabled, we therefore recommend bidders take reasonable steps and undertake due diligence prior to bidding.

7. Health and Safety at Work Act 1974. The goods are not sold as articles for use at work; they are sold on the understanding that the Vendor does not represent them as being in a condition which makes them suitable for use at work and will therefore take no liability if used in this manner

8. Buyers should check the safety of any mechanical or electrical items or check with a qualified technician prior to their use.

9. Value Added Tax : V.A.T. is payable at the appropriate rate on all lots with exception of those marked with an asterisk (\*)

10. Buyers Premium :A premium of 12½%+VAT will be added to all lots with the exception of motor vehicles 7.5%+VAT (Invoices are subject to a £2+VAT admin fee)

11. Droite de suite – A maximum fee of 4% will be payable as per Artists Resale rights Regulations 2006. DDS next to the lot number will indicate applicable items.

12. The Auctioneer will on the buyer's written instruction execute bids on their behalf but neither Auctioneer nor his employees nor his agents shall be liable for any neglect in so doing or failure to do so. Bids will only be accepted if (a) Condition 1 is satisfied (b) All lots have been viewed. Bids later than 10.30am on day of sale will be accepted at auctioneers discretion.

13. The purchaser to pay immediately a deposit of 25p in the £ or such other sum as the Auctioneers may demand in part payment, and in default, the lot(s) purchased and deposit to be at the disposal of the Auctioneers.

14. Payment by cash or personal UK debit card (maximum of £4k), bank transfer by request. Payment and Prices in £ sterling ONLY..

15. All lots will be at the Purchaser's risk from the fall of the hammer, ownership remaining that of the vendor until paid for in full, and the Auctioneers/Vendor do not take any responsibility for their safety or security and recommend that insurance cover be effected immediately. The auctioneer shall be entitled to release any lot to any person representing himself as an agent of the Purchaser

16. Collection will take place on completion of the sale until 4.00pm and from 9.30am until 4.00pm on the day following the sale entirely at the purchasers expense. Please make sure assistance (including mechanised) is available when clearing lots, especially large or heavy goods. Porters duties are to make lots available for collection only. Collection and transport is the sole responsibility of the purchaser.

17. The Purchaser or their authorised agents must pay the Auctioneers in full before 4.00pm on the day after the auction. Transfer of lots shall not permitted. An invoice cannot be changed once issued

18. Lots or parts thereof not removed by the time indicated shall be cancelled and/or subject to a storage charge as the auctioneers consider appropriate. A minimum storage charge of £10+VAT (vehicles £30+VAT) per lot per day inc Saturday, Sunday and Bank Holidays and the auctioneers shall have a lien over the goods till such storage charge has been paid. Any expenses incurred by the auctioneers in the removal or disposal of any lot shall be borne by the purchaser. Payment of such charges does not imply any responsibility for the safety and condition of the goods.

19. The Purchaser shall indemnify the Auctioneers and the Vendor against the cost of damage and expense incurred in storage, removal or disposal of any lot, against any difference in price in the event of a resale of a lot.

20. All damage caused by the Purchaser, his representative or agent to any lot or to the premises in which the lots may be sited or any fixture or fittings or chattel in such premises. All such costs and expenses to be met in full by the purchaser.

21. The plastic containers and coat hangers do not constitute part of the lot.

22. Motor Vehicles: It is the bidders responsibility to ensure they are aware of the vehicles history as is publicly available and to satisfy themselves as to its mechanical condition.

On instructions from the Official Receiver, any vehicles marked (#) which are offered for sale on their behalf (#) only be sold to an ACCREDITED MOTOR DEALER who will be required to sign to that effect.

Buyers must supply full name and address when making payment for vehicles, if a registration document (V5) is available this must also be completed by the purchaser for re registration at DVLA.

The purchaser will undertake to ensure the road worthiness of the vehicle before using it on the public highway. The purchaser is also exclusively responsible for any insurance, tax and MOT that the vehicle may require before removing it and must at their own expense make any appropriate alternative arrangements.

23. If the purchaser is in breach of any of these conditions then i] any deposit shall be forfeit to the Auctioneers, ii] the Auctioneers shall be entitled to sell by Private or Public Sale without any warning or notice to the purchaser, any lot or lots not removed from the Auctioneers' premises in accordance herein. If the sale price is less than the sum bid for the lot by the purchaser, the purchaser shall pay the difference in price and all charges incurred in connection with such sale, if the sale price, after deduction of expenses, is greater than the sum bid by the purchaser, then the difference in price shall be paid to the Vendor. Without prejudice to the right of resale aforesaid, the Auctioneers and the Vendor shall be entitled to enforce any contract made at the auction, and to sue the purchaser for the full price of each lot sold. The auctioneer will also be entitled to charge a fee that they feel is appropriate for any extra work carried out as a result of default, this being payable by the purchaser. The purchaser will also no longer be able to attend the auction sales.

24. The vendor / auctioneer reserves the right to offer any lot for sale subject to a reserve

Note: Data Protection Act 1998 (as amended) - The auctioneer shall not disclose buyers personal data onto any other party unless required by law. An annual re-registration will be required. Prices will not be disclosed. All items including electronic media which may contain personal data are removed prior to sale.

Points to note :

- Caveat Emptor—buyer beware, all items are 'sold as seen'
- The sale is conducted in accordance with the conditions of sale, please read them
- All customers who wish to bid must register and obtain a bidding number FIRST
- All items are subject to VAT except those marked \*
- Once the Hammer drops lots cannot be cancelled
- A deposit will be required once you have purchased your first lot
- All lots are subject to Buyers Premium 12.5% (vehicles 7.5%) plus VAT.
- A £2 plus VAT admin fee will be added to all invoices.
- Bills to be paid in the entirety
- Payment by cash or personal UK debit card (maximum of £4k), bank transfer by request. Payment and Prices in £ sterling ONLY
- Purchasers of vehicles are to provide proof of ID, complete both a declaration and the registration document as per conditions of sale. Those items marked # may only be sold to motor traders.
- Sales usually take between 3 to 4½ hours, collection from behind the counters as soon as payment received remaining lots on completion of sale ONLY. Collections 1 hour after sale finishes and following day 9.30am til 4pm
- Do NOT park in ANY of our neighbours car parks, your vehicle WILL be removed and your custom will no longer be welcome at our auction sales. Parking wardens on patrol in Joseph Ray Road.

By Direction of the Official Receiver,  
By Order of Insolvency Practitioners, Bailiffs,  
Metropolitan, City of London Police and Others

Viewing Times :  
Day before 12 noon to 4pm  
and sale day 9.30am to 11.00am

End of Sale

We would remind customers of our collection times

Payment may be made once you have finished bidding.  
Collection. Items behind the counters can be collected as soon as payment is made. All other  
items can be collected from the end of sale end until 4pm or 1 hour after the sale finishes  
whichever the later and you may also collect the following day from 9.30am until 4pm

Auction Sale Dates :

Thursday 8<sup>th</sup> March 2018

Thursday 22<sup>nd</sup> March 2018

Thursday 5<sup>th</sup> April 2018