

CATALOGUE
Issue No 195:8
25th April 2019

Frank G Bowen Ltd
Auctioneers and Valuers
Est 1824

Auction to take place on
Thursday 25th April 2019 at 11am
(Vehicles sold at 12 noon)

At
253 Joseph Ray Road
Leytonstone
London
E11 4RA

Full Details to follow on
Thursday 18th April 2019

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Frank G Bowen

CONDUCT AND CONDITIONS OF SALE Version 2019-1

"FGB" or auctioneer means Frank G. Bowen Limited, Buyer means lot buyer, bidder, or potential bidder, Seller or Vendor means entity selling the items

1. Registration: (a) Any buyer who wishes to bid must: (b). Register to obtain a bidding number, by declaring name, address and telephone number (To be completed in person at the desk), (c). Sign and accept the Conditions of Sale, (by bidding the buyer accepts the conditions set forth, by default), (d) All buyers must be 18 or over to bid (confirmation may be requested). (e) The buyer is liable for all purchases under their bidding number. A £5 fee will be charged on all bidding cards not returned, (f) The auctioneers reserve the right to refuse admission to their premises without stating a reason. (g) Persons attend auctions at their own risk

2. The Lot: (a) Each lot is sold 'as seen' with all faults / defects un-removable attachments, provenance and errors including quantity and without any warranty or guarantee whatsoever. Mobile phones and laptops may have been disabled. We therefore recommend bidders take reasonable steps and undertake due diligence prior to bidding.

(b) No verbal or written guidance made on any lot shall be taken as evidence as to the state of said lot, photographs or descriptions of lots do not constitute part of the lot/legal contract.

(c) Health and Safety at Work Act 1974. The lots 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

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

(e) 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 may 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 buyer for re registration at DVLA. The buyer will undertake to ensure the road worthiness of the vehicle before using it on the public highway. The buyer 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.

(f) All damage caused by the Buyer, 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 buyer.

(g) The plastic containers and coat hangers do not constitute part of the lot.

3. Reserves and Guides: (a) FGB and the seller reserves the right to offer any lot for sale subject to a reserve (minimum hammer price at which lot will be sold) indicated by "RESERVE", shown after the description (which may be fixed just before the lot is offered for sale and will, if so, be announced verbally). If no bid equals or exceeds the reserve price the lot will be withdrawn from the auction. The reserve will not be higher than the low estimate shown.

(b) Estimates are an opinion of FGB on behalf of the seller and in a range where FGB thinks the hammer will fall (excluding any VAT and fees) this is not an estimate of value.

4. Bidding: (a) By bidding for a lot the buyer accepts the conditions as listed and is bound by the same.

(b) The Buyer acknowledges that a sale by auction IS NOT a consumer sale for the purposes of Consumer Rights Act 2015

(c) Each lot is sold by the Seller, 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) or section 2 of the Supply of Goods and Services Act 1982. The Sale of Goods Act 1979 (as amended) does not apply. Each Lot is sold by the seller to the buyer.

(d) The highest bidder acceptable to the auctioneer to be the buyer. The Auctioneer has the right to refuse a bid, without explaining why, and to advance the bidding at their absolute discretion. Bids are exclusive of VAT and any other fees. If the Auctioneer considers that a dispute has arisen during the auction, the Auctioneer shall exercise their discretion, his decision being final

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

(f) The Auctioneer will on the buyer's written instruction only execute bids on their behalf but neither Auctioneer nor his employees nor shall his agent's 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 the auctioneer discretion. Bids on behalf of an agent not accepted, unless specific instructions in writing have been received prior to the auction sale

(g) On fall of hammer the buyer enters into a contract with the seller to pay the hammer price +VAT (where applicable) and enters into a separate contact with the auctioneer to pay any other fees as indicated in the conditions of sale.

5. Fees and Payment: (a). The buyer to pay immediately a deposit of 25% of the total payable 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.

(b) All lots will be at the Buyer's risk from the fall of the hammer, ownership remaining that of the vendor until paid for in full, and the Auctioneer/Vendor do not take any responsibility for their safety or security and recommend that insurance cover be effected immediately.

(c) An invoice cannot be changed once issued

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

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

(f) Droite de suite – A maximum fee of 4% will be payable as Artists Resale rights. ♦next to the lot description will indicate applicable items. Fees payable are 4% €1000 to €50,000, 3% between €50,000.01 and €200,000 1% between €200,000.01 and €350,000, 0.5%, between €350,000.01 and €500,000, 0.25% in excess of €500,000

(g) Payment and Prices in £ sterling ONLY. Payment may be made by Cash, or personal UK Debit card (maximum of £4k), bank transfer by request.

6. Collection of Lots: (a) Collection will take place on completion of the sale until 4.00pm and from 9.30am until 12.00 noon the day following the sale entirely at the buyers 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.

(b) Collection and transport is the sole responsibility of the buyer.

(c) The auctioneer shall be entitled to release any lot to any person representing himself as an agent of the buyer

(d) The Buyer or their authorised agents must pay the Auctioneer in full before 4.00pm on the day after the auction. Transfer of lots shall not permitted.

7. Default: (a) 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. The auctioneer shall have a lien over the lots till such storage charge has been paid. Any expenses incurred by the auctioneer in the removal or disposal of any lot shall be borne by the buyer. Payment of such charges does not imply any responsibility for the safety and condition of the goods.

(b) The buyer shall indemnify the Auctioneer 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.

(c) If the buyer 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 buyer, any lot(s) not removed from the Auctioneers' premises in accordance herein. If the sale price is less than the sum bid for the lot by the buyer, the buyer 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 buyer, 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 buyer 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 buyer. The buyer will also no longer be able to attend the auction sales.

8. Frank G. Bowen Ltd as agents: (a) FGB act as agent to the seller and market, catalogue, and offer each lot for sale, receive and hold deposits, treat the contract as repudiated if the buyer fails to pay under the terms of the conduct of sale.

(b) FGB decision on the conduct of the auction is final.

(c) FGB acknowledge that to the extent permitted by law we owe the buyer no duty of care and the buyer has no claim against FGB for any loss

(d) We act as agents for the seller and are not answerable or personally responsible to the buyer for any breach of contract or other default by the seller.

9. Seller: (a) The seller does not make or agree to make any representation of fact or contractual promise, warranty or guarantee and undertakes no obligation in relation to the quality of the lot or fitness for purpose

(b) The contract between buyers and sellers is set out in the conditions of sale.

10. Data Protection (a) For Data protection information please see separate notice

(b) We do not disclose prices or buyers details.

(c) All items including electronic media (eg hard drives) that may contain personal data are removed from the lot.

Frank G Bowen Limited – 2 The Hitchcock Business Centre, High Road Leytonstone, London, E11 4RE

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 10%) 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 from completion of sale until 4pm or 1 hour after sale finished whichever the later and following day 9.30am until 12 noon
- 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.
- Bring your own bags

By Direction of the Official Receiver,
By Order of Insolvency Practitioners, Bailiffs, 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 12 noon

Auction Sale Dates :

Thursday 9th May 2019

Thursday 23rd May 2019

Thursday 6th June 2019