

SALE BY TENDER

COMPLETE STOCK AND CONTENTS OF NURSURY / PLAY CENTRE

TO TAKE PLACE: Friday 5th October 2012

We have been instructed on behalf of the London Borough of Bexley, to offer for Sale by Tender the Complete Stock Contents of a Nursery (ages 1- 5) / Play centre to include children's, Toys, Educational Equipment, Furniture, Chairs, Appliances and Office Equipment.

Viewing will be on site at: **By Appointment Only**

Tender forms must be completed and handed to, or in the possession of the Auctioneer or his authorized agent by no later than **Friday 5th October 2012 at 3pm**. The successful bidder(s) will be notified as soon as possible after this time.

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

No allowance whatsoever will be made.

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

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

Clearance may commence immediately following payment; all items must be removed from site no later than **Friday 12th October 2012 4pm**.

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

Sherlocks Valuers and Auctioneers Ltd

LOT	Q	DESCRIPTION	AMOUNT
1	1	Contents of Nursery to include:	
	24	Children's chairs	
	24	Children's chairs	
	1	Adult Chair	
	4	Puzzles	
	4	Sponge dice	
	1	Container of crayons	
	1	Counting game	
	6	Med plastic boxes	
	5	Small plastic boxes	
	1	carton of calendar pieces	
	1	Carton of wooden letters	
	1	Collection of Phonic flash cards	
	1	Disney card game	
	1	Egg timer	
	1	Box of stencils	
	1	Box of letters	
	1	Box of writing boards	
	1	Box of felt tips and pencils	
	1	Box of musical instruments	
	2	Containers of plastic hats and dressing up	
	1	Box of duplo	
	1	Box of interstars	
	1	Wooden railway	
	1	Box of duplo	
	1	Child computer	
	1	Computer chair	
	1	Blackboard	
	1	Basket of dolls	
	1	Box of paint bottles	
	1	Box of art equipment	
	1	Box of pegs, straws and cars	
	1	Box of cleaning materials	
	1	Box of art equipment	
	1	Box of creative equipment	
	1	Box of rubbish	
	1	Staedtler class pack	
	3	Wooden trays	
	1	Wooden Childs cupboard	
	1	Container miscellaneous	
	1	Small garage	
	1	Little tykes railway	
	1	Small Childs table	
	1	Childs cooker	
	1	Childs sink	

Signed _____ Dated _____

3 Childs books
1 Water container and toys
1 Wooden puzzle
1 Wooden puzzle
1 Teddy game and containers
1 Plastic animals and dinosaurs
1 Plastic number poster
1 Domino game
4 Puzzles
1 Wooden Childs cupboard
1 Collection of Farm Stamps
1 Collection of Connecta straws
1 Interstar set
1 Collection of Mobilo
1 Stackable squares
3 Black bags dressing up clothes
1 Basket of books
2 Rugs
1 Baby bouncer
1 Bag of aprons
1 Computer monitor
7 Packs of Playing cards
2 Toasters
1 Sandwich toaster
1 Fan
1 Steriliser
1 Cloth calendar
1 Kettle
1 Roll of paper and books etc
1 Box of books
1 Box of cuddly toys
1 Empty needle ware box
1 Box of books
1 Bean bag
1 Guitar
1 Plastic game
1 Drum
1 Parachute
1 Collection of Skipping ropes
1 Kitchen equipment
1 Plastic container
1 Wooden storage cupboard
1 Wooden storage cupboard
1 Collection of Puzzles
1 Collection of Plastic cotton reels
1 Sand table
1 Children table
1 Collection of Plastic teddies
1 Collection of Threading

Signed _____ Dated _____

- 1 Collection of Big tweezers
- 1 Collection of Various counting games
- 1 Outdoor water play
- 3 Child bikes
- 2 Child prams
- 1 Container pine cones and shells
- 1 Pull along toy
- 1 Wooden farm
- 1 Play mat
- 1 Xray machine
- 3 Child chairs
- 1 Cutlery set
- 1 Sand pit
- 3 Cars
- 1 Broken see saw
- 1 Baby walker
- 1 Container of water toys
- 3 Lorries
- 1 Drying rack
- 2 Butterfly games
- 1 Outdoor bench
- 2 Egg timers
- 1 Teddy and cushion
- 1 Sofa
- 1 Sensory equipment
- 1 Double buggy
- 1 Collection of Plastic aprons
- 1 Collection of Puppets
- 1 Collection of Plastic containers
- 2 Scooters
- 2 Garden equipment
- 1 Buggy
- 1 Water container
- 1 Wooden storage
- 1 House
- 1 Slide
- 1 Sand container
- 1 Tractor
- 1 Push along car
- 1 Water container
- 2 Cots
- 1 Sofa
- 1 Bouncy chair
- 3 Highchairs
- 1 Bouncy chair
- 1 High chair
- 1 Clock
- 1 Fan
- 2 Wicker circles

Signed _____ Dated _____

3 Plastic storage units
 13 Early years toys
 15 Noisy toys
 1 Clear box of craft materials
 1 Box of assorted toys
 1 Collection of Puzzles and shapes
 1 Clear box of planning folders
 1 Blue box of tinned food, baby rice and bubbles
 1 Wicker basket of stationary
 1 Plastic box of cleaning materials
 1 Jug
 1 Bok of play dough cutters and rollers
 1 Pump
 1 Baby activity centre
 1 Foam ring and mat
 1 Travel cot
 3 Wicker baskets of wooden blocks
 1 Bag of balls
 17 Wicker baskets
 3 Mobiles
 1 Ring stacker
 1 Wooden treasure basket
 1 Wooden sink and cooker
 1 Basket of rattles
 9 Padded faces
 1 Wicker basket of duplo
 2 Push along toys
 1 Black sack of soft toys
 1 Vetch laptop
 1 Wicker basket of play food
 1 Collection of Musical instruments
 1 Wooden box of wooden animals
 1 Wicker basket of train track
 1 Activity triangle
 3 Big chairs plastic
 3 Medium chairs plasuct
 3 Little wooden chairs
 1 White plastic bag of books
 1 Black sack dressing up gear
 1 Wooden table
 2 Keyboards
 4 Clipboards
 1 Wooden 3 shelf unit
 2 Giant green leaves
 1 Wooden arch
 1 Bubble tube
 1 Bag of material
 1 Bag of material bags
 1 Red rug

Signed _____ Dated _____

- 1 Black rug with plug
- 2 Story sack boxes
- 1 Large purple duvet cover
- 6 Sleep mats
- 2 Stripy box of material
- 1 Fiber optic lights
- 1 projector
- 3 Cushions
- 1 Material for arch
- 1 Fan
- 1 Children's books
- 1 Music player
- 1 Aromatherapy machine
- 2 Xmas lights
- 1 Box of sensory toys
- 3 Wicker baskets
- 4 Green and white poles
- 1 Collection of Giraffe doll and poles
- 1 Green and yellow blanket
- 2 Wooden dishes
- 1 Green and white box
- 1 Airer
- 7 Plastic boxes
- 1 Plastic box of nappy change bits
- 1 Black bag of blanket and cot sheets
- 1 Black bag of tea towels and cooks uniforms
- 1 Blue laundry basket
- 1 Carrier bag and box of cleaning sponges
- 1 Black bag of cloths and towels
- 2 Nappy bins and bin
- 2 Black sacks of spare clothes
- 1 Box spare pants
- 1 Box red and blue material
- 5 Potties and step
- 1 Box hoover bags
- 1 Box hoover attachments
- 1 Hoover
- 1 Box of black sacks
- 1 Washing up bowl of bits
- 1 Collection of Mop poles, broom and hoover attachment
- 1 Washing machine and tumble dryer
- 1 Henry hoover
- 1 Wooden bench
- 1 Wooden shelves
- 2 Wooden tables
- 3 Locker units
- 1 Hi fi
- 1 Microwave
- 2 Fridges

Signed _____ Dated _____

- 1 Red sofa and cushions
- 2 Blue and black office chairs
- 1 Cycling helmet and hi vis
- 2 Plastic bowls
- 1 Tool box and nails
- 1 Hair dryer
- 1 Cartridge gun
- 6 Plastic drawer sets
- 2 Boxes of books
- 2 Display easel
- 1 Mapalim display board
- 3 Tables
- 2 Display board
- 1 Picture
- 1 Kettle
- 2 Play dough ingredients
- 1 Hoover
- 6 Small file drawer units
- 1 Fan
- 1 Shredder
- 1 Printer
- 1 Cd player
- 1 Laminator
- 1 Guillotine
- 1 Collection of Cook books and pegs
- 1 Collection of Misc stationary items
- 1 Filing tray
- 1 Fridge freezer
- 1 Air con unit
- 1 Collection of Chopping boards
- 1 Collection of Dry food
- 1 Oven
- 1 Collection of Pots and pans
- 1 Contents of Cutlery drawer
- 1 Microwave
- 1 Collection of Misc crockery
- 1 Plastic vegetable rack
- 1 Collection of Misc plastic ware

TO BID ON ALL LOTS PLEASE PLACE BID HERE £ _____

Signed _____ Dated _____

Your Total Bid	£
Buyers Premium @ 10% of total Bid	£
Total bid including Buyers Premium	£
VAT on total @ 20%	£
Total including Buyers Premium and VAT	£

Please complete your full details below

Name _____

Company _____

Address _____

Tel inc STD _____ **Fax** _____

Email _____

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

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

Please note:

All Tenders must be completed and handed to, or in the possession of the Auctioneer no later than Friday 5th October 2012 at 3pm. Tenders defaced, not completed correctly, not signed or illegible will not be considered.

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

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

Sherlocks Valuers and Auctioneers Ltd

Signed _____ Dated _____

Conditions of Sale by Tender

These are the conditions applying to all sales by Tender ("Tenders") managed by Sherlocks Valuers & Auctioneers Limited (registered in England under number 6429836 and registered at 30 Station Lane, Hornchurch, Essex, RM1 6NJ.) ("Sherlocks Valuers & Auctioneers Limited"). The goods offered for sale ("Goods") in lots ("Lots") at Tenders are owned by the person selling them ("Vendor"), for whom Sherlocks Valuers & Auctioneers Limited is only an agent. Sherlocks Valuers & Auctioneers Limited does not sell on its own account and the buyer of the relevant Lot ("Buyer") buys the Goods from the relevant Vendor ("the Contract"). The Vendor may sell to the Buyer subject to additional terms. Sherlocks Valuers & Auctioneers Limited facilitates the purchase through the Tender. These Conditions of Sale by Tender contain some terms between the Buyer and Sherlocks Valuers & Auctioneers Limited in respect of the Tender and some terms that include the Vendor too. These Conditions of Sale by Tender incorporate the relevant Schedule and Notices to Purchasers document ("Schedule") in respect of a particular Tender. To the extent there is any inconsistency between the documents, the order of precedence is this document, then the Schedule. All documents are subject to addition or variation by notices posted at the Tender site ("Premises") or by announcements or instructions made by Sherlocks Valuers & Auctioneers Limited's staff at the sale

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

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

Signed _____ Dated _____

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

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

4. FORM OF TENDER

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

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

4.3 No Tender may be withdrawn once submitted.

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

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

5. PAYMENT

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

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

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

6. TITLE & RISK

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

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

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

7. CLEARANCE

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

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

Signed _____ Dated _____

entirely at the Buyer's risk.

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

8. DEFAULT BY BUYER

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

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

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

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

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

9. GENERAL

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

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

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

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

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

Sherlocks Valuers and Auctioneers Ltd.

Signed _____ Dated _____