

SALE BY TENDER

STOCK FROM A CONVENIENCE SHOP

TO TAKE PLACE: MONDAY 20th May 2013

We have been instructed on behalf of the Landlords bailiff to offer for Sale by Tender the stock from a convenience shop

Tender forms must be completed and handed to, or in the possession of the Auctioneer or his authorized agent by no later than **Monday 20th May 2013 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 **Monday 27th May 2013 at 4pm**.

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

Sherlocks Valuers and Auctioneers Ltd

Sherlocks Valuers and Auctioneers Ltd registered in England and Wales No: 6429836
Registered Office: 415 Linen Hall, 162-168 Regent Street, London, W1B 5TE
Members of the National Association of Valuers and Auctioneers



LOT	QTY	DESCRIPTION	AMOUNT
1	41	7up 330ml ex march 2014	£
	26	7up bottles 500ml ex September 2013	
	26	7up cherry 330ml April 2013	
	1	7up diet 330ml ex June 2013	
2	17	Boost energy can 250ml ex 2014	£
	8	Boost sugar free 250ml ex June 2013	
3	1	Buxton 1 litre water sports bottle cap ex 09/2014	£
4	25	Cans of coke 330ml ex march 2014	£
	31	Cans of diet coke 330ml ex September 2013	
	2	Coke 2 litre bottle ex September 2013	
	15	Coke bottles 500ml ex may 2013	
	25	Coke cherry 330ml ex march 2014	
	10	Coke cherry diet 330ml ex may 2013	
	5	Coke diet 2litre bottle ex September 2013	
	1	Coke zero 2litre bottle august 2013	
	24	Coke zero 300ml ex September 2013	
	6	Coke zero bottles 500ml ex august 2013	
5	8	DJ Jamaica cream soda 330ml can ex November 2013	£
6	26	Dr pepper 330ml ex September 2013	£
	5	Dr pepper zero 330ml ex September 2013	
7	7	ECHO FALLS California red wine 75cl 13% vol	£
	3	ECHO FALLS red wine 75cl 13% vol	
	2	ECHO FALLS ROS'E wine 75cl 12% vol	
	1	ECHO FALLS white wine 75cl 12% vol	
8	18	Emerge stimulation drink 250ml can ex June 2014	£
9	9	Evian natural mineral water 50cl ex 10/12/2014	£
	5	Evian natural mineral water 75cl sports cap ex 04/12/2014	
	12	Evian natural mineral water 1.5 litre ex 30/01/2015	
10	18	Fanta fruit twist 330ml ex January 2014	£
	18	Fanta fruit twist bottles 500ml ex august 2013	
	22	Fanta icy lemon 330ml ex January	
	35	Fanta orange 330ml ex January 2014	
11	1	Brut A .Carpenter champagne 750ml 12.5% vol	£
	1	Francois Dubois champagne brut 750ml 12% vol	
12	1	Hock table wine RHEIN 75cl 9.5% vol	£
	2	Gallo California red wine 11.5% vol 750ml	
	1	Conte Bernardi Castelli Romanie Bianco 750ml 12.5%	
	1	Blanc Sel special fruits table wine 75cl 11% vol	
	4	Blossom Hill soft and fruity wine 75cl 12% vol 2014	
	4	Highland spring sparkling spring water 1.5 litre ex November 2013	£
13	9	Highland spring sparkling water bottle 500ml November 2013	
	7	Ka black grape 330ml ex April 2014	£
14	17	Ka kreaan soda 330ml ex January 2014	
	5	Ka pineapple 330ml ex April 2014	
	2	Kariberan kola 330ml ex march 2013	
	9	Lipton ice tea lemon bottles 500ml ex October 2013	£

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	12	Lipton ice tea mango bottles 500ml ex November 2013	
	12	Lipton ice tea peach bottles 500ml ex November 2013	
16	10	Lucozade orange 380ml bottles ex July 2013	£
	9	Lucozade original 380ml bottles ex march 2013	
17	3	Monster energy absolutely zero can 500ml ex 10/2014	£
	24	Monster energy blue 500ml can ex 2/2014	
	10	Monster energy can green 500ml 1/2015	
	14	Monster energy Khaos + juice 500ml can ex 11/2014	
	8	Monster energy ripper can + juice 500ml ex 06/2014	
	3	Monster rehab can 500ml ex 08/2014	
18	27	Natural mineral water 500ml bottle normal cap and sports cap ex 05/07/2014	£
19	10	Pepsi 300ml ex march 2014	£
	25	Pepsi 500ml bottles ex august 2013	
	17	Pepsi diet 330ml ex December 2012	
	15	Pepsi diet 600ml bottles ex September 2013	
	12	Pepsi max 330ml ex October 2013	
	9	Pepsi max bottles 600ml ex September 2013	
20	6	Premier estates Chardonnay Vento 2011 75cl 11,5% vol	£
	11	Premier estates GARGANEGA PINOT GRIGIO VENTO wine 2011 75cl 11,5% vol	
	14	Premier estates PINOT GRIGIO BLUSH SICLIA wine 75 11,5% VOL	
	2	Premier estates sauvignon Blanc Veneto 2011 wine 75cl 11,5% vol	
	6	Premier estates Shirak Sacilia 2011 wine 75cl 12% vol	
	19	Premier estates SOAVE wine 2011 75cl 11,5% vol	
	9	Premier estates Venet Merlot 2011 12% vol 75cl	£
21	4	R.Whites premium lemonade 330ml ex July 2013	£
	13	Sprite 330ml ex January 2014	
	7	Sparkling Rubcon Guva 330ml ex May 2014	
22	18	Redbull can 250ml ex 21/01/2014	£
	4	Redbull red can 250ml ex 21/01/2014	
	4	Redbull silver can 250ml ex 20/10/2013	
23	1	Smirnoff vodka 1l 37.5% vol	£
	1	Taboo vodka peach and tropical juices 70cl 14.9% vol	
	1	Vintage pink Rosado Cadornifu 2010 75cl 12%	
	3	V-KAT Schnapps 20cl 22% vol	
	4	V-KAT Schnapps 35cl 22% vol	
	1	Kirsch f. Meyez 0.70l 45% vol	
	1	Legaccio Conte Bacardi 75cl 10.5%	
	2	Pimms 1 litre 25% vol	
	1	Jack Daniels whisky 20cl 40% vol 42 units	
	2	Glens vodka 20cl 37.5% vol	
	1	Glens vodka 70cl 37.5 vol	
	1	Gordon's the original London gin 20cl 37.5% vol	
	1	High commissioner blended scotch whisky 20cl 40% vol	
	1	Alfred Scotchers special unique blend 70cl 22% vol	
	1	Bertrand French spirit 35cl 30% vol	
	1	12 ouzo 38% vol 70cl	
24	4	Volvic touch of lemon and lime 1.5 litre bottle ex 07/01/2014	£

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	19	Volvic touch of lemon and lime 50cl bottle ex 03/10/2013	
	3	Volvic touch of orange and peach 1.5 litre bottle ex 03/06/2013	
	4	Volvic touch of strawberry 1.5 litre ex 12/12/2013	
	23	Volvic water bottle 1.5 litre ex 18/01/2015	
	3	Volvic water 50cl ex 16/02/2015	
25	13	Tango apple 330ml ex February 2014	£
	17	Tango cherry 330ml ex August 2013	
	9	Tango orange 330ml ex February 2014	
26	995	Various mobile Phone Cases, Including Iphone 4 & 5, Blackberry, Click Cases, Nokia	£
	22	Various travel phone chargers	
	26	Travel chargers	
	3	International adapters	
	5	USB data cables	
	2	Portable power supplies	
	7	UK tourist adapters	
	4	USB power adapters	
	10	Pairs earphones	
	13	Car chargers	
	2	3.5in GPS holders	
	150	Screen guards	
	150	Various packs and single batteries	
	145	Various SIM cards including 3 & G Mobile & Orange & 02	
	1	Broken Nokia mobile phone	
	1	Broken G4 mobile phone	

TO BID ON ALL LOTS FROM 1 –26 PLEASE PLACE BID HERE

£

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.

Signed _____ Dated _____

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 Monday 20th May 2013 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, Tanyard Lane, 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 _____