

Auction Sale

The Overton
88 St Georges Road. Cheltenham
Gloucestershire
GL50 3EA

Saturday 26th July 2008 11.30 prompt
Viewing from 9.00am on day of sale.



SPECIAL NOTES & CONDITIONS OF SALE

Auction bid :

Bidding online for the auction bid lots is permitted using the I-Bidder prescribed format website and in compliance with these Terms & Conditions.

Auction bid s may be made for all the Goods or for any separate combination of lots as shown in the schedule/catalogue.

No Auction bid s shall impose further conditions or make any qualifications whatsoever.

Auction bid s will be opened on the date specified in the Schedule. The senders of the Auction bid s accepted will be notified of such acceptance at the address specified in the Form of Auction bid as soon as reasonably practical from the closing date (usually within 7 working days).

No Auction bid may be withdrawn once submitted.

The Vendor may refuse to accept any Auction bid and shall not be obliged to accept any or the highest offer auction bid ed. The Vendor reserves the right to accept the whole or such part of any Auction bid or Auction bid s as it may think fit.

Registration

Prospective Buyers must register and obtain a buyer's number when registering for the Auction bid , in order to be a successful bidder. A REQUIREMENT OF SUCH REGISTRATION WILL BE PHOTOGRAPHIC OFFICAL DOCUMENT (PASSPORT, DRIVING LICENCE). AND PROOF OF ABILITY TO PAY FOR POTENTIAL PURCHASES, (BANK LETTER OF AUTHORITY)

The Auctioneers reserve the right to refuse admission.

Persons under the age of 16 are not permitted on site.

The Buyer

The buyer shall be the highest bidder acceptable to the Auctioneer who. Any dispute which may arise with regard to bidding or the acceptance of bids shall be settled by the Auctioneer. Every bidder shall be deemed to act as principal unless the Auctioneer has, prior to the auction, acknowledged in writing that a bidder is acting as agent on behalf of a named principal.

The Commission

The buyer shall pay the Auctioneer a Buyers commission of 15% of the Auction bid Bid Price, plus VAT at the applicable rate on all individual Lots. The commission will relate to all sales which might take place prior to the auction, during the auction and to any private treaty sales of items not included in the auction.

Payment

Unless credit terms have been agreed with the Auctioneer before the auction the buyer of a Lot shall pay to the Auctioneer within one (1) day from the date of the auction the total amount due. Notwithstanding this, the Auctioneer may, in its sole discretion, require a buyer to pay a deposit of 40% of the total amount due at the conclusion of the auction.

The Auctioneer may apply any payments received by a buyer towards any sums owing from that buyer to the Auctioneer on any account whatever regardless of any directions of the buyer or his agent in that regard whether express or implied.

The Auctioneer shall only accept payment from successful bidders in cash, draft in Euro or by the bidder's own cheque drawn on a UK bank account vouched to the satisfaction of the Auctioneer. Cheques drawn by third parties, whether in the Auctioneer's favour or requiring endorsement, shall not be accepted. We also accept payment by credit card, Visa &

Mastercard subject to a administration charge of 2.5% of the total amount due . We also accept debit card payments by way of Switch , with no surcharge, however the cardholder in person can only make the payment. Bank transfers by corporate buyers are permissible on agreement with the Auctioneers.

VAT

V.A.T. will be added to sale bills at 17.5%. Special rules apply for sales for export – request information from the Auctioneer.

Reservation of Title

Notwithstanding delivery or passing of risk to the buyer the ownership of a Lot shall not pass to the buyer until he has paid to the Auctioneer the total amount due including Buyer's commission and VAT.

Collection of Purchases

The buyer shall at his own expense collect the Lot purchased not later than the Clearance Date which is **XX JULY 2008** and comply with the collection procedure of the Auctioneers Agent, but not before payment to the Auctioneer of the total amount due.

Information on Lots which may be subject to a "lift out charge" is available from the Auctioneers pay office. Where applicable the charge is mandatory and subject to commission charges and VAT at the applicable rate.

(The buyer shall be responsible for any removal, storage and insurance charges in respect of any Lot which is not taken away by the XXX JULY 2008)

The purchased Lot shall be at the buyer's risk from the acceptance of the Auction bid Bid . Neither the Vendor, the Auctioneer nor its employees, servants or agents shall thereafter be liable for any loss or damage of any kind howsoever caused while a purchased Lot remains in its custody or control after such time

Buyers should co-operate regarding order of removal in order to comply with the clearance date. If it transpires that a purchaser makes insufficient effort to commence dismantling and the particular item of plant is preventing other buyers from removing equipment, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the final clearance date.

If in the event the purchaser does not comply, then the Auctioneer reserves the right to arrange for the removal of the Lot or Lots and charge any attendant costs to the purchaser.

Packaging and Handling of Purchased Lots

Purchased Lots may be packed and handled by the Auctioneer, its employees, servants or agents. Where this is done it is undertaken solely as a courtesy to buyers and at the discretion of the Auctioneer. Under no circumstances shall the Vendor, the Auctioneer or its employees, servants or agents be liable for damage of any kind and howsoever caused to glass or frames nor shall the Auctioneer be liable for the errors or omissions of, or for any damage caused by, any packers or shippers which the Auctioneer has recommended.

Non-Payment or Failure to Collect Purchased Lots

If a buyer fails to pay for and/or collect any purchased Lot by the dates herein specified for payment and collection the Auctioneer shall, in its absolute discretion and without prejudice to any other rights or remedies it may have, be entitled to exercise one or more of the following rights or remedies without further notice to the buyer:

- (a) To issue court proceedings for damages for breach of contract;
- (b) To rescind the sale of that Lot or any other Lots sold to the buyer whether at that or at any other auction;
- (c) To resell the Lot or cause it to be resold whether by public auction or private sale. In the event that there is a deficiency between the total amount due by the buyer and the amount received by the Auctioneer on such resale after deduction of any necessary expenses the difference shall be paid to the Auctioneer by the buyer. Any surplus arising shall belong to the Vendor;
- (d) To store (whether at the Auctioneer's premises or elsewhere) and insure the purchased Lot at the expense of the buyer;
- (e) To charge interest on the total amount due at the rate of 2.5% over and above the base rate from time to time of Bank of Ireland or if there be no such rate, the nearest equivalent thereto as determined by the Auctioneer in its absolute discretion from the date on which payment is due hereunder to the date of actual payment;
- (f) To retain that Lot or any other Lot purchased by the buyer whether at the same or any other auction and release same to the buyer only after payment to the Auctioneer of the total amount due;
- (g) To apply any sums which the Auctioneer received in respect of Lots being sold by the buyer towards settlement of the total amount due.
- (h) To exercise a lien on any property of the buyer in the possession of the Auctioneer for whatever reason.

Liability of Auctioneer and Vendor

Prior to auction ample opportunity is given for the inspection of the Lots on sale and each buyer by making a bid acknowledges that he has, by exercising and relying on his own judgment, satisfied himself as to the physical condition, age and Catalogue description of each Lot (including but not restricted to whether the Lot is damaged or has been repaired or restored). All Lots are sold with all faults and imperfections and errors of description. Neither the Vendor, the Auctioneer nor any of their employees, servants or agents shall be responsible for any error of description or for the condition or authenticity of any Lot. No warranty whatsoever is given by the Vendor or Auctioneer or by any of their employees, servants or agents in respect of any Lot and any condition or warranty express, or implied by statute or otherwise is hereby specifically excluded.

Site Procedure

The Vendor or The Auctioneers are not liable for, nor accept any responsibility for any injury, loss or damage to persons or property sustained whilst on site.

Smoking is prohibited on site.

Photography is prohibited on site.

Health & Safety Legislation

Buyers should be aware of the above and comply as appropriate, they should attend at the beginning of the auction to hear the Auctioneers opening announcements regarding formal requirements it is also important that all Buyers/contractors comply with site rules, site procedures and Health & Safety Regulations.

Buyers who have purchased the catalogue or entered the site are deemed to have accepted all the terms & conditions of sale including any amendment or additions announced by the Auctioneer.

Hazardous Materials & Substances

If any hazardous materials or substances are to be removed or disposed of, then such disposal shall comply with current environmental legislation and the Vendor's procedures and audit requirements and will be the responsibility of the purchaser. Cladding taken off buildings for removal of plant & equipment will have to be replaced, unless otherwise specified by the Auctioneer.

Compliance with Laws, Regulations & Planning

Buyers or their Approved Removal Contractors are responsible for applying for relevant planning permissions (if appropriate) with reference to the removal of building structures and plant housings. Buyers or their Contractors shall at all times comply with all orders, regulations, requirements and rules of any authority whether parliamentary, statutory, parochial or local and in particular shall comply with all requirements applicable to the employment by them of labour or otherwise affecting the work. The Buyers or their Contractors shall in addition and without prejudice to the generality of the foregoing conform to the regulations and byelaws of local authorities and shall pay all fees and charges arising under the said regulations and byelaws in respect of the work.

Insurance

The Auctioneers remind prospective bidders of Condition 7 of the Conditions of Sale. Any buyers of fixed plant or their duly appointed contractors MUST consult with the Auctioneers duly appointed representative, prior to commencing removal. Written consent to commence dismantling will be required. It should also be noted that all dismantling Contractors working on site must be insured for at least TWO MILLION POUNDS (£2,000,000) Public Liability cover and proof of cover must be produced before work commences. The Buyer or his Contractor will be required to show proof that Employers Liability cover in the sum of TEN MILLION POUNDS (£10,000,000) is in place.

Contents, Documents and Software

All items in, under, over and around any Lot in this catalogue are not included with such Lot unless stated in the catalogue description or by the Auctioneer. The Lot is sold as is where is and no documentation is supplied with Lot. Title to computer software is not transferred and its use is subject to any licence or copyright restrictions that may apply. The Vendors/Agents/Auctioneers reserve the right to erase any data or private / sensitive information prior to delivery or at any later date on any Lot sold.

Reserves

Where applicable Lots will be offered subject to reserve prices. Lots with a quantity greater than one (1) shall be offered on an individual basis – the highest bidder shall have the option, at the auctioneers discretion, to bid for one (1) more or all of the quantity available.

- 1 Circular large wooden top 860mm poser bar table with brass rail and foot stand complete with four spindle back wooden bar stools
- 2 Circular wooden dining table 900mm top complete with four wooden arm chairs
- 3 Circular wooden dining table 900mm top complete with four wooden arm chairs
- 4 Circular burr mahogany top wooden dining table 760mm with cast base complete with three padded wooden stools
- 5 Circular burr mahogany top wooden dining table 760mm with cast base complete with three padded wooden stools
- 6 Circular low level wooden bar table 610mm top
- 7 Circular burr mahogany top wooden dining table 1050mm with cast base complete with five wooden arm chairs
- 8 Circular burr mahogany top wooden dining table 1050mm with cast base complete with five wooden arm chairs
- 9 Oblong mahogany wooden dining table 1500mm x 760mm complete with six wooden arm chairs
- 10 Oblong mahogany wooden dining table 1200mm x 690mm complete with four wooden arm chairs
- 11 Oblong mahogany wooden dining table 1200mm x 690mm complete with four wooden arm chairs
- 12 Oblong mahogany wooden dining table 1200mm x 690mm complete with four wooden arm chairs
- 13 Oblong mahogany wooden dining table 1200mm x 690mm complete with four wooden arm chairs
- 14 Mahogany wooden dining table 690mm x 600mm complete with two wooden arm chairs
- 15 Mahogany wooden dining table 690mm x 600mm complete with two wooden arm chairs
- 16 Mahogany wooden dining table 690mm x 600mm complete with two wooden arm chairs
- 17 Mahogany wooden dining table 690mm x 600mm complete with two wooden arm chairs
- 18 Wooden bar stool x 4
- 19 Six seater wooden bench seating with padded blue base 3600mm overall
- 20 Twelve seater wooden seating set horseshoe shape with padded blue base 6200mm overall
- 21 Six seater wooden bench seating L shape with padded blue base 2800mm overall
- 22 Wooden bar counter 4400mm overall complete with associated back counter, over canopy and side return
- 23 Circular low level wooden bar table 610mm top
- 24 Circular low level wooden bar table 610mm top
- 25 Scotts Greys Whisky pattern wall mirror 1200mm x 670mm
- 26 Corner glass display case wall mounted 700mm x 940mm
- 27 Large wall mirror inscribed "The Overton" 1300mm x 1030mm
- 28 Five framed pattern wall mirrors inscribed "Tribute Ale", "Guinness 1759" "Guinness" "Bisto" & Baby Cham
- 29 Brass wall up lighter with smoked glass shade x 4
- 30 Green glass shade pendant light with brass chain
- 31 Three tier mobile cake trolley
- 32 Spare
- 33 Chivas Regal pattern wall mirror 1000mm x 680mm
- 34 Oak wooden wall mounted display board marked "Henley Wiring System" with inlaid back light display
- 35 Brass wall up lighter with smoked glass shade x 3
- 36 Globe ball down lighters opaque bowl with brass stem x 4
- 37 Electric green shade bankers lamp
- 38 Pair off Regency design glass shaded lamp on cold cast base
- 39 Victorian wall mounted wood with glass panel display case 1100mm x 1600mm x 200mm deep
- 40 A frame easel two sided chalk board floor mounted

- 41 Wall mounted modern design newspaper rack
- 42 Pair off trestle tables 1800mm x 690mm
- 43 Wall mounted arch mirror in panels 1900mm x 1160mm at highest point
- 44 Wooden framed blackboard 1500mm x 800mm
- 45 Wooden framed blackboard 960mm x 720mm
- 46 Large wall mirror inscribed "The Overton" 1300mm x 1030mm
- 47 Paul Gerard upright piano straight strung, over damper, in dark wood
- 48 Refurbished Jelques design oak bar billiards table supplied standard table is 6 x 3 feet, 120 Kg with bed height 33 inches and comes with a rule card & mushrooms marked 2511E
- 49 Woods refrigeration extraction canopy cassettes 18" fans x 3
- 50 Curtains throughout the bar / restaurant area designed by Liberty of London Vat Colours
- 51 Carpets throughout the bar area
- 52 Becks advertising back lit wall sign
- 53 Bravilor Bonomat Novo 2 commercial coffee machine
- 54 Stainless steel sink and drainer
- 55 instant hot water boiler 3Kw
- 56 Clenaware EMECH 401 glass washer 400mm Basket (16 Pints capacity) drain pump version
- 57 Wall mounted wooden wine rack holds 66 bottles
- 58 Wall mounted framed blackboard 1500mm x 1100mm
- 59 Osborne glass fronted wine chiller case model 58689 dimensions 1700x597x500mm (s/n 652575)
- 60 Osborne model 2900 three door back bar refrigerator dimensions 900x1350x500mm (s/n 292118-0898)
- 61 Sharpe ER3110 electronic cash register
- 62 Cornelius Iceberg SR model 2620 G5 premix drinks cooler mixer
- 63 Cornelius Classic 1000 glycol beer chiller unit pipe model 1000/WC type 48/1001/110 complete with beer lines and fobs
- 64 Hoshizaki IM 20 CLE25 ice cube maker 19kg /pday capacity 398 x 495 x 695mm
- 65 Marstair 40 7kw evaporator cooling unit
- 66 Branded pint glasses
- 67 Unbranded pint glass
- 68 Branded 1/2 pint glasses
- 69 Unbranded 1/2 pint glasses
- 70 175ml wine glass
- 71 250ml wine glass
- 72 Brandy glasses
- 73 Champagne flutes
- 74 Sherry glasses
- 75 Slim jims
- 76 Whisky tumblers
- 77 Sharp ER1772S cash register
- 78 Quantity of Perspex stands & menus
- 79 Wooden ice pale and scoops
- 80 Quantity of wine coolers
- 81 Quantity of water jugs
- 82 Quantity of bar trays
- 83 Quantity of coffee Cafetiere stainless jugs and percolators
- 84 Back lit notice board in perspex frame
- 85 Quantity of optics stands, shot measures, beer mats and drip trays '
- 86 Electrolux cordless 277 hand vacuum
- 87 Valentine Pension 1 single basket electric fryer 7.5Kw dimensions 200 x 580mm x 850mm
- 88 Moorwood Vulcan Master Chef medium duty 6 burner gas range model MC90MC4R 900mm x 760mm x 950mm
- 89 Stainless steel single fan extraction canopy 1800mm x 910mm
- 90 Stainless steel preparation table 900mm x 760mm with shelf and up stand

- 91 Large stainless steel preparation table 2600mm x 1470mm twin drawer
- 92 Foster Gastro Pro model PROG 1350L double door freezer range -18/-21 degrees 48 Cu ft capacity 1440 x 800 x 2100mm
- 93 Foster Gastro Pro model PROG 1350H double door refrigerator range +1 / +4 degrees 1440 x 800 x 2100mm
- 94 Foster Gastro Pro Counter three door refrigerator 2/3 H door range +1 to +4 degrees centigrade 1865 x 700 x 865mm
- 95 Sharp R22 AT 1500w stainless microwave oven 0.7 Cu ft capacity 20 set memory
- 96 Crypto Peerless microwave oven
- 97 Winterhalter GS302 commercial dishwasher 500 x 500mm basket dimensions 600 x 600 x 810mm (s/n 492084)
- 98 Victor cook and hold portable banquet cabinet
- 99 Twin basin utensil sink and drainer
- 100 Stainless top draining table with shelf 1200mm x 600mm
- 101 Stainless steel table 2400 x 600mm with up stand
- 102 Dualit 4 toaster
- 103 Spare
- 104 Bezzera PB2000/2 twin semi automatic espresso machine with steam nozzle (s/n 21505)
- 105 Quantity of kitchen utensil pots & pans
- 106 Quantity of kitchen utensil pots & pans
- 107 Quantity of kitchen utensil pots & pans
- 108 Quantity of kitchen utensil pots & pans
- 109 Quantity of kitchen utensil pots & pans
- 110 Quantity of kitchen utensil pots & pans
- 111 Quantity of kitchen utensil pots & pans
- 112 Quantity of kitchen utensil pots & pans
- 113 Quantity of kitchen utensil pots & pans
- 114 Quantity of kitchen utensil pots & pans
- 115 Large quantity of stainless steel crockery
- 116 Maddock 215mm white plate
- 117 Churchill 165mm side plate
- 118 Churchill 280mm dinner plate
- 119 Steelite 265mm soup bowl
- 120 Churchill 10 oz soup bowls
- 121 Churchill 155mm dessert bowl
- 122 White coffee pots, milk jugs & creamers
- 123 White tea cup & saucer
- 124 White cruet sets
- 125 Sunnex large quantity of stainless team and coffee pots
- 126 Large quantity of stainless platter vegetable servers fish platters
- 127 Stainless toast racks
- 128 Quantity of basket weave ware
- 129 Quantity various baking tins
- 130 Quantity of mirrors in ladies cloakroom
- 131 Santon electric hand drier
- 132 Santon electric hand drier
- 133 Wooden garden table with bench
- 134 Wooden garden table with bench
- 135 Wooden garden table with bench
- 136 Wooden garden table with bench
- 137 Parasol umbrella large canopy x 2
- 138 UPVC plastic garden set with four chairs
- 139 UPVC plastic garden set with four chairs
- 140 UPVC plastic garden set with three chairs

End of Sale