

Timed Online

AUCTION SALE

Pro Auction
Limited
Valuers & Auctioneers

Bids close:

**Friday 6th NOVEMBER 2009
by 5.30pm**

Motorcycle Clothing

We offer for sale motorcycle jackets, helmets, body armour and gloves, on instructions of a retained client.

The retail stock value of the items is £12,000.00 and the items are all brand new complete with tags.

The quality of the equipment will suit resellers and private purchasers alike.

Viewing:

By arrangement with
Auctioneers only

Images, register and bid at
www.bidspotter.com

www.proauction.ltd.uk
Email: info@proauction.ltd.uk
Telephone: 01761 414000
Facsimile: 0845 280 2492



GENERAL CONDITIONS OF SALE

(as approved by The Royal Institution of Chartered Surveyors)

1 Application of these General Conditions

1.1 In these general conditions the expression "the Auctioneer" includes his employees and agents and any person to whom conduct of the Auction is delegated under clause 5.11 below.

1.2 These General Conditions apply to every Auction of Plant and Machinery, Chattels, Trade Stocks and Vehicles conducted by the Auctioneer and to any Lot offered for sale in the Auction whether that Lot includes property fixed to land or not fixed to land or any other personal property.

1.3 If these General Conditions have not previously been accepted by a person attending or bidding at an Auction, bidding for any Lot in the Auction shall be deemed to be an acceptance by the Bidder of these General Conditions.

1.4 To the extent that these General Conditions are inconsistent with any special conditions set out or referred to in the Auction Catalogue or announced at the Auction, the special conditions shall prevail.

1.5 These General Conditions shall be governed construed and enforced in accordance with the law of England, but:-

- (a) if the Auction is held in Scotland, in accordance with the law of Scotland;
- (b) if the Auction is held in Northern Ireland, in accordance with the law in Northern Ireland.

2. The Seller's Instructions and Warranties

2.1 The Seller warrants that:-

- (a) to any Lot offered for sale he will be able to pass good and unencumbered title free from third party claims;
- (b) any Lot offered for sale may lawfully sold;
- (c) the premises where the Auction is to be held (if not the Auctioneer's premises) will be safe for that purpose and that it will be lawful to hold the Auction there.

2.2 If the Seller's instructions are given by the Seller's agent, the Seller's agent warrants that he has the Seller's authority:-

- (a) to instruct the Auctioneer;
- (b) to give the warranties set out in clause 2.1 above;
- (c) to instruct the Auctioneer to act in accordance with these General Conditions and any special conditions.

3. The Auctioneer's Remuneration

3.1 The Auctioneer's remuneration shall be such as has been agreed between the Seller and the Auctioneer.

3.2 The Auctioneer may deduct his remuneration from monies received from Buyers before accounting to the Seller for the balance.

4. Bidding on behalf of Another

4.1 Unless the Auctioneer has previously acknowledged in writing that the bidder bids as agent on behalf of a named principal, every bidder shall be taken to bid on his own behalf as principal.

4.2 If the Auctioneer has earlier acknowledged in writing that the Bidder bids as agent on behalf of a named principal, the Bidder warrants that he has the authority of his principal to make each bid he makes.

5. Conduct of the Auction

5.1 The Auctioneer offers each Lot as agent of the Seller and not as principal unless otherwise indicated in the Auction Catalogue.

5.2 Any Lot may be subject to a reserve price unless otherwise indicated in the Auction Catalogue.

5.3 The Seller or his representative or the Auctioneer on his behalf may bid for any Lot unless otherwise indicated in the Auction Catalogue.

5.4 The Auctioneer may at any time before the fall of the hammer withdraw or divide any Lot or combine any Lots.

5.5 With the previous consent of the Seller, the Auctioneer may sell any Lot by private sale before or after the Auction.

5.6 The Auctioneer may require any Bidder to give his name and address and proof of identity before accepting a bid.

5.7 The Auctioneer may reject any bid at his sole discretion and without being required to give a reason.

5.8 The Buyer shall be the person who made the highest bid before the fall of the hammer or such other person as the Auctioneer may declare to be Buyer without being required to give a reason.

5.9 The Auctioneer may decide whether there is a dispute between Bidders, may summarily determine the

dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.

5.10 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

5.11 The Auctioneer may in his sole discretion delegate to a person whom he believes to be competent the conduct of the Auction in accordance with these General Conditions

6 After the Sale

6.1 Upon the Auctioneer declaring any Lot sold, the buyer shall immediately:-

- (a) give the Auctioneer his name and address and if requested his proof of identity;
- (b) identify any person on whose behalf he has bought;
- (c) pay to the Auctioneer if requested a deposit of up to 25 per cent of the price.

6.2 Within the time specified in clause 6.3 below, the Buyer shall pay the following sums to the Auctioneer in full:-

- (a) the balance of the price of all Lots purchased together with any VAT due;
- (b) the value as summarily determined by the Auctioneer, whose determination shall be final and binding, of all or part of any Lot or of the premises where the Auction is held which has been damaged or destroyed by the Buyer or his principal or agent.

6.3 The time for complying with clause 6.2 above shall be the time specified in the Auction catalogue or if no time is specified there, 4pm on the next working day, and in every case time shall be of the essence.

6.4 The Auctioneer may at any time in his sole discretion grant the Buyer an extension of time for complying with clause 6.2 above, in which case the Buyer shall pay the Auctioneer in full before moving or removing the Lot interest on any unpaid sums at a rate of 4 per cent above Barclays Bank Plc base rate in force from time to time.

6.5 Until the Buyer has complied with clause 6.2 above:-

- (a) title to any Lot bought shall not pass to the Buyer;
- (b) the Lot shall be at the Buyer's risk;
- (c) the Auctioneer shall have a lien over any Lot bought by the Buyer in the Auction;
- (d) if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Auctioneer and Seller.

6.6 On written request by the Buyer the Auctioneer shall provide a VAT invoice in proper form, if appropriate.

7. Removal of the Lot bought

7.1 The Buyer may not remove any Lot he has bought until after the end of the Auction.

7.2 The Buyer may not remove any Lot until the Buyer has paid the sums specified in clause 6.2 above in full for every Lot he has bought.

7.3 After paying the sums specified in clause 6.2 above, the Buyer must remove the Lot bought by the time specified in the Auction Catalogue or if no time is specified there, 5pm on the next working day, and in every case time shall be of the essence.

7.4 The Auctioneer may at any time at his sole discretion and on terms specified by him grant the Buyer an extension of the time specified in clause 7.3 above.

7.5 If the Lot bought is or includes a motor vehicle, no warranty is given that the vehicle may safely or lawfully be driven on the road.

7.6 When removing any Lot the Buyer:-

- (a) is responsible for detaching any Lot fixed to land and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of the Auctioneer;
- (b) must use safe and lawful means of removing the Lot;
- (c) shall indemnify the Auctioneer and Seller against any loss damage legal or other expenses and any claim arising from the detaching of the Lot or its removal.
- (d) shall have insurance in respect of such indemnity and shall on request produce to the Auctioneer a receipt for the last premium due or other sufficient evidence that such insurance has been effected and remains in force.

8. Default by the Buyer

8.1 If at any time the Buyer has failed either to pay the

sums specified in clause 6.2 above in full by the expiry of the time specified in clause 6.3 above (or any extension granted under clause 6.4 above), or to remove any Lot by the time specified in clause 7.3 above (or any extension granted under clause 7.4 above) the Auctioneer may rescind the Sale of that Lot, in which case any deposit shall be forfeit, and that Lot may be resold by auction or privately.

8.2 If the Auctioneer has rescinded the sale but the Buyer has removed the Lot bought, the Auctioneer shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.

8.3 If the Auctioneer has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:-

- (a) the sale price less the resale price;
- (b) the costs of and incidental to resale.

8.4 If because the Buyer has failed to remove any Lot by the time specified in clause 7.3 above (or any extension granted under clause 7.4 above), the Seller is unable to give vacant possession on disposing of or relinquishing any interest in the premises from which the Lot should have been removed, the Buyer shall compensate the Seller for any loss resulting.

9. Liabilities and Indemnities

9.1 The Auctioneer warrants that he believes that the Seller of each Lot is able to pass good title, and if the Seller is not able to do so, the Auctioneer shall use his reasonable endeavours to assist the Buyer in obtaining good title and in pursuing any remedies the Buyer might have against the Seller, but the Auctioneer shall not be bound to initiate litigation and shall not be under any other obligation to the Buyer.

9.2 Every Lot is sold as seen and where lying.

9.3 No Lot is sold as compromising or including any new goods.

9.4 The Auctioneer neither has nor professes any expert or other knowledge of any Lot sold and is hereby excluded any liability the Auctioneer might otherwise incur and any right or immunity the Buyer might otherwise possess in respect of any conditions warranties or representations relating to the condition of any Lot sold or the merchantable quality of the Lot or its fitness for the particular or any purpose for which it is or may be required whether such conditions warranties or representations are expressed or implied in the Auction Catalogue or are the subject of oral or written statements made by or on behalf of the Auctioneer or any other person before or in the course of the Auction.

9.5 No liability shall attach to the Auctioneer either in contract or in tort for loss, injury or damage legal or other expenses sustained by the Seller, any Bidder, the Buyer or any other person by reason of:-

- (a) any defect in any Lot sold, whether or not such defect be latent or apparent on examination;
- (b) any defect or danger of the premises where the Auction is held;
- (c) any alleged failure of the Auctioneer to properly advertise the Auction or to seek or obtain expert legal advice with regard to any Lot offered for sale or its reserve price;
- (d) any act or omission of the Auctioneer in the conduct of the Auction or after the Auction;
- (e) any act or omission of any person other than the Auctioneer.

9.6 The Seller shall indemnify the Auctioneer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in clause 9.5 above.

9.7 The Auctioneer shall not be liable to indemnify the Seller or any Bidder or the Buyer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in clause 9.5 above.

9.8 Clauses 9.3 to 9.7 shall not be valid insofar as prohibited by statute.

9.9 In no circumstances shall the Auctioneers be liable for any consequential damage.

10. Waiver

10.1 No indulgence shown by the Auctioneer shall prevent the Auctioneer or the Seller from subsequently insisting upon their respective rights and remedies.



SPECIAL NOTES & CONDITIONS

(to be read in conjunction with the General Conditions of Sale as approved by The Royal Institution of Chartered Surveyors)

MOTORCYCLE CLOTHING

VIEWING Viewing is strictly by arrangement with the auctioneers.

REGISTRATION Prospective purchasers must register and obtain a buyer's number when entering the site on Sale Day in order to be a successful bidder. **A REQUIREMENT OF SUCH REGISTRATION WILL BE PHOTOGRAPHIC AND PROOF OF ABILITY TO PAY FOR POTENTIAL PURCHASES, (PASSPORT, DRIVING LICENCE).** The Auctioneers reserve the right to refuse admission.

Persons under the age of 16 will not be allowed on site.

PAYMENT All lots must be paid and cleared for before prior to removal by Cash, Banker's Draft, credit or debit card or Cheque supported by an appropriate **Banker's Letter stating that the Bank will HONOUR your cheque and the limit up to which they are willing to do so, unless otherwise agreed.**

V.A.T. V.A.T. will be added to sale bills at 15%. Special rules apply for sales for export – request information from the auctioneer

BUYERS PREMIUM Buyer's Premium of 15.5% plus V.A.T. will be added to purchasers bills. The Buyers Premium will relate to any sales which might take place prior to the auction, during the auction and after the auction and indeed to any Private Treaty Sales of items not included in the auction.

DEPOSITS The Auctioneer reserves the right to take a 25% deposit at Point of Sale. **Purchasers are reminded to leave a 25% deposit before leaving site on sale day. Payment in full must be made within 24 hours of the sale.**

ABSENT BUYING INSTRUCTIONS If you cannot attend the sale we will execute bids confidentially on your behalf.

For absent bids indicate your limit for each lot, Your bids will be executed at the lowest prices allowed by reserves and other bids.

A buyers premium plus applicable charges & taxes, is payable on successful bids.

Absentee and telephone bids are accepted at your risk, and are subject to the Terms & Conditions of sale and any Special Conditions relating to the auction.

Please submit your bids not later than 4 hours prior to the sale commencing, you will receive confirmation of receipt. 25% deposit required on composite total of bids.

REMOVAL Please arrange with auctioneers.

SITE PROCEDURE The Vendor or Pro Auctions Limited are not liable for, nor accept any responsibility for any injury, loss or damage to persons or property sustained whilst on site.

HEALTH & SAFETY LEGISLATION AND CONSTRUCTION, DESIGN AND MANAGEMENT REGULATIONS 1994.

Purchasers 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 purchasers/contractors comply with site rules, site procedures and Health & Safety Regulations.

Purchasers are deemed to have listened to the Auctioneers opening announcements which may include amendments and/or additions to the Conditions of Sale.

Unless specifically excluded purchasers of lots will be required to make good holes or voids exposed by the removal of lots.

HAZARDOUS MATERIALS & SUBSTANCES If any hazardous materials or substances are to be removed or disposed of then such disposal will be the responsibility of the purchaser, but in accordance with all current Environmental Legislation and the Vendors procedures and audit requirements. Cladding taken off buildings for removal of plant & equipment will have to be replaced, unless otherwise specified by the Auctioneer.

COMPLIANCE WITH LAWS, REGULATIONS AND PLANNING Purchasers or their Removal Contractors are responsible for applying for relevant planning permissions (if appropriate) with reference to the removal of building structures and plant housings.

Purchasers 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 Purchasers 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.

ELECTRIC CABLE/PALLETS Electric cable and pallets are not included with the sale of any lots unless otherwise indicated.

ORDER OF REMOVAL Buyers should co-operate regarding order of removal in order to comply with the clearance date. If it transpires that a purchaser makes no 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.

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.

Lots must be insured by the purchaser from the fall of the hammer, no responsibility whatsoever will rest with the Auctioneer or Vendor in the event of any loss suffered.

The Purchaser or his Contractor will also ensure that employers liability cover in the sum of **TEN MILLION POUNDS (£10,000,000)** is in place.

CONTENTS 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

DOCUMENTS The Vendors/Agents/Auctioneers reserve the right to remove any documents they may require from the lot prior to the sale or at any later date.

SOFTWARE Title to computer Software is not transferred and use is subject to any licence or copyright restrictions and user conditions.

The Vendors/Agents/Auctioneers reserve the right to erase any private or sensitive information prior to delivery or at any later date

INSPECTION & CONDITION: The articles may be inspected at the times and place set out in the Catalogue. Each buyer (whether or not he inspects those articles which he purchases) shall be deemed to buy with notice of all defects in them. No buyer shall have the right to reject for any reason any articles which he may purchase. Every express or implied warranty or condition as to merchantability, condition or fitness for purpose of any of the articles is excluded.

UNSOLD LOTS If any lot or item is unsold and has to be dismantled & lowered to allow the removal of any other lot, then such dismantling & lowering shall be the responsibility of the purchaser of the relevant Lot(s) or Item(s).

CONDITIONAL SALES Please note the Auctioneer reserves the right to effect conditional sales on certain lots.

The Auctioneer reserves the right to rescind the sale of lot(s) if purchasers or their contractors fail to provide a satisfactory Method Statement in accordance with current Health & Safety Regulations (or if their transport arrangements are considered unsuitable).

RESERVES Where applicable, Lots will be offered subject to reserve prices.

LOTS with a quantity greater than 1 shall be offered on an individual basis – the highest bidder shall have the option, at the auctioneers discretion, to bid for 1 or all of the quantity available.

WARNING

It is a criminal offence to form a ring at auction or to induce another to abstain from bidding.

Pro Auction Limited

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Company Registration no: 5059610

Please note all capacities, dimensions and dates of manufacture are approximate and potential purchasers should make their own inspection for verification.

LOT No.	DESCRIPTION
1	Brand new Quantity of protective body armour, protect your vital bits and pieces with CE safety certified motorcycle body armour back, shoulder, knee and hip protector inserts for motorcycle clothing
2	Brand new four ladies Weise jackets, three size 14 & on functional stylish textile jackets, highest quality materials, style & functionality.
3	Brand new three men's Weise textile jackets, size M, L & XL.
4	Brand new four men's Weise textile jackets, sizes M & XL highest quality materials, style & functionality
5	Brand new three men's Weise textile jackets, size M & two XL
6	Brand new four men's Weise jackets, size S, M, L & XL textile jackets highest quality materials, style & functionality
7	Brand new three men's Weise jackets, size M, L & XL, textile jackets highest quality materials, style & functionality
8	Brand new two Weise jackets, one Weise waterproof, size L & XL
9	Brand new three Triumph jackets, two men's size M & 46, mens Triumph brand padded motorcycle riding jacket with liner
10	Brand new five Box helmets, size S, two M & two XL. Box is an aggressive, innovative and unashamedly British helmet brand, snappy designs and comfortable great fitting helmets. All Box helmets are ACU hold and ECC2205 approved so you can be assured of their safety as well as their quality, stylish graphics, 6 point ventilation systems, removable linings and lightweight shells
11	Brand new five Box helmets, two size L & three XL. Box is an aggressive, innovative and unashamedly British helmet brand, snappy designs and comfortable great fitting helmets. Box helmets are ACU hold and ECC2205 approved so you can be assured of their safety as well as their quality with stylish graphics, 6 point ventilation systems, removable linings and lightweight shells
12	Brand new five helmets, two Vemar, size XL & L; one Box. Vemar has been producing and selling helmets since 1986, relying on the twenty-year experience in compound fibres
13	Brand new five Lazer helmets two size S, one XS & one X, double D racing buckle, anti-fog Pinlock® lens supplied, high security visor fixation - reinforced with aluminium scratch resistant visor
14	Brand new twenty five pairs of various Weises motorcycle gloves many textiles, gloves and boots to ensure unbeatable protection, value, comfort and affordability. Every RST item that is carefully produced today is packed with the latest materials and manufactured to the highest specification and tolerances that are currently available to ensure your ultimate protection

End of Sale

Contact the auctioneers for further information and to request a catalogue:

Pro Auction Limited

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Company Registration no: 5059610

Surplus asset?
Call us for a free valuation and to organise your next sale

SALIENT INFORMATION:

- Identification is required to enable allocation of a bidding card.
- All capacities, dimensions and dates of manufacture are approximate and potential purchasers should make their own inspection & enquiries for verification.
- All bids are subject to applicable VAT 15% and a buyers premium of 15.5% + VAT.
- Payment is required on day of the sale unless prior arrangements have been agreed. Funds must be cleared before collection of goods.

An effective way to maximise realisation on redundant assets, call the experts today
Guaranteed Results!!

PLEASE NOTE:

Commission and telephone bids by arrangement only.

