

# Online Auction

Nolita Restaurant & Bar Hatfield Great North Road, Brookmans Park, Hatfield, Hertfordshire AL9 6NA UK

Entire contents of the Nolita Restaurant & Bar Hatfield, part of a world renowned private chain; contents to include the main restaurant, kitchens, an outside bar, banqueting and associated contents of this fine establishment.

This sale is being conducted via Webcast with www.bidspotter.co.uk

Ends Thursday 13<sup>th</sup> June 2013 From 2.00pm

Viewing 11<sup>th</sup> June 2013 between 10.00am – 4.00pm by appointment ample car parking available

Lift out charges will apply; ask auctioneer for details.











# **GENERAL CONDITIONS OF SALE**

#### (as approved by The Royal Institution of Chartered Surveyors)

#### **GLOSSARY**

This glossary applies to the auction conduct conditions and the sale conditions.

Wherever it makes sense:

- singular words; can be read as plouals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders:
- references to legislation are to that  $\bar{\text{legislation}}$  as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed bold black type appear in bold blue type they have the specified meanings.

#### Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

#### Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

#### Auction

The auction advertised in the catalogue. Any auction (whether a Live Auction or an Online Auction and whether conducted independently or simultaneously) conducted pursuant to these General Conditions and the Special Conditions

#### Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

#### Auctioneers

The auctioneers at the auction. In these general conditions the expression "the Auctioneer" includes his employees and agents and any person to whom conduct of the Auction is delegated.

An offer to purchase any Lot whether by bidding at Auction or offering to purchase by private treaty or tender.

Any person or commercial entity who offers to purchase any lot whether by bidding at live auction, online sale or offering to purchase by private treaty or tender. Every Bidder shall be deemed to act as principal unless the auctioneer acknowledge in writing that he acts as Agent on behalf of

#### **Buyers Premium / commission**

A commission payable by the buyer on the completion of a Sale the amount of which is set out in the Special Conditions. The auctioneer, when acting as Agent for the Seller, may also receive commission from the seller.

#### **Business day**

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

#### Buyer

The person who agrees to buy the lot or, if applicable, that person's personal representatives: if two or more are jointly the buyer their obligations can be enforced against them jointly or against each of them separately.

#### Catalogue

The catalogue to which the conditions refer including any supplement to it. Condition

One of the auction conduct conditions or sales conditions.

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

#### Contract date

The date of the auction or, if the lot is not sold at the auction: (a) the date of the sale memorandum signed by both the seller and buyer;

(b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

#### General conditions

That part of the sale conditions so headed, including any extra general conditions.

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment

#### Lot

Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).

#### **Particulars**

The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

#### Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price The price that the buyer agrees to pay for the lot

#### Sale conditions

The general conditions as varied by any special conditions or addendum.

#### Sale memorandum

The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

The person selling the lot. If two or more are jointly the seller their obligations can be enforced against them jointly or against each of them separately.

## Special conditions

Those of the sale conditions so headed that relate to the lot.

#### Transfer

Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

VAT Value Added Tax or other tax of a similar nature.

We (and us and our) The auctioneers.

You (and your) Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer

#### **AUCTION CONDUCT CONDITIONS**

#### A1 Introduction

A1.1 Please ensure that you are familiar with the meanings as defined in the Glossary

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

#### A2 Our role

A2.1 As agents for each seller we have authority to:
(a) prepare the catalogue from information supplied by or on behalf of each

(b) offer each lot for sale:

(c) sell each lot;

(d) receive and hold deposits;

(e) issue and collect proceeds against an invoice.
A2.2 Our decision on the conduct of the auction is final.

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

#### A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any buyers premium, administration charges or VAT.

A3.2 We may refuse to accept a bid. We do not have to explain why.

A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.

A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price. but not always - as the seller may fix the final reserve price just before bidding commences.

#### A4 The particulars and other information

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars

A4.2 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.

A4.3 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

#### A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for

A5.2 You are obliged to buy the lot on the terms of the sale at the price you bid plus the buyers premium any applicable administration charges plus

A5.3 You must before leaving the auction:

constituted and able to buy the lot.

(a) provide all information we reasonably need from you to enable us to complete the sale invoice (including proof of your identity if required by

(h) nay the denosit A5.4 The deposit:

(a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and

must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

A5.5 If the buyer does not comply with its obligations under the contract

(a) you are personally liable to buy the lot even if you are acting as an agent: and

(b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default. A5.6 Where the buyer is a company you warrant that the buyer is properly

General Terms & Condtions section(s) b/c/d/e/f - relate only to sales physically conducted outside of the European Union and as such do not form part of the general conditions of sale for this auction.

#### GENERAL CONDITIONS OF SALE

Some words have special meanings, which are defined in the Glossary. The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

#### G1. The lot

G1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so

described the lot is that referred to in the sale memorandum. G1.2 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.

G1.3 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot.

G1.4 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.

G1.5 The lot comprises of the catalogued item all items in, under, over and around any lot in this catalogue are not included with such lot unless specifically stated in the catalogue description.

G1.6 The lot does not include any tenant's or trade fixtures or fittings.

G1.7 The buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the seller or the auctioneer or any of their employee's agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the lots are expressly excluded and without limitation any warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by

The buyer further acknowledges that:

(a) neither the seller nor the auctioneer shall in any circumstances be liable to or to compensate the buyer nor shall the buyer be entitled to rescind the Sale or reject any Lot for an error omission or misstatement contained in the Catalogue and/or in the Special Conditions.

(b) all the lots are purchased on the basis that risk of good title to all or any of them passing to the buyer is at the buyer risk and without limitation the Lots are sold subject to any claims, liens, distraint and execution and subject to all leasing, hire or hire purchase agreements and reservation of title claims (if any) in respect of them;

(c) if it shall be found that the seller does not have title to all or any of the lot the buyer shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the price paid or payable;

(d) any intellectual property rights or software subsisting in a Lot may be third party property and as such the seller and/or the auctioneer may be unable to effect transfer. The buyer will not be authorised to use intellectual property rights or software and any such use or transfer shall be at the buyer



## **GENERAL CONDITIONS OF SALE continued**

(as approved by The Royal Institution of Chartered Surveyors)

- (e) The buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant regulations as shall from time to time be in force before using it on a public road. It is the buyer's responsibility to remove any logos and lettering from vehicles. Odométer readings are not warranted.
- (f) any item of plant, machinery or equipment contained in the lot (s) may not necessarily comply with any statutory requirements or regulations governing the use of that plant, machinery or equipment in their working environment. Neither the seller nor the auctioneer shall incur any liability to the buyer because of any default or defect in all or any of the lots. buyer are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any health and safety and environmental legislation in existence at the time of the Sale.
- (g) agrees that the auctioneer is acting only as agent of the seller and it is expressly agreed and declared that no personal liability in connection with the sale of any lot or otherwise shall fall on the auctioneer and the buyer shall indemnify the auctioneer against all and any liabilities arising under or in connection with the Sale of any Lot. Insolvency Practitioner(s), including Administrative Receiver(s), Administrator(s) and Liquidator(s) act as agent(s) for the seller without personal liability and shall incur no personal liability whatsoever in relation to a Sale or pursuant to any document relating thereto
- G1.8 The buyer agrees that the General Conditions and the exclusions which they contain are fair and reasonable bearing in mind that:-
- (a) the buyer must rely absolutely on the buyer's own opinion and/or professional advice concerning the quality, state, condition, performance and functionality of the lot any right, title or interest which is sold under the terms of these General Conditions, their fitness and suitability for any particular or any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination including, without limitation, the presence of contamination and the possibility that the buyer may not acquire title and the fact that the buyer would have no remedy under this Agreement should that happen;
- (b) the buyer has available to it skilled professional advice and on that basis agrees to purchase a lot for a consideration calculated to take into account amongst other things the risk to it represented by the fact that the parties believe that all the exclusions and limitations set out in these General Conditions would be recognised as being fully effective by the Courts and the seller making it clear that it would not have agreed to sell any lot on any other basis except for a higher consideration;
- (c) the buyer has been given every opportunity which might reasonably be expected to examine and inspect the lot.
- The buyer acknowledges that a Sale by Auction is not a consumer sale for the purposes of the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994) and the Unfair Contract Terms Act 1977 and the buyer shall not seek to rely upon and conditions or warranties implied thereby or by any other legislation.

#### G2. Deposit

- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum): and
- (b) 25% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
- (a) Must be paid in pounds sterling by bankers transfer, cash or credit/ debt card (or by other means of payment that the auctioneers may accept);
- (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract, additionally the buyer will be liable for all charges and expenses incurred as a result of a non cleared payment. G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

#### G4 Identity of Parties

Every buyer is required to give his name and address and provide satisfactory proof of identity and such other information and documentation as is required to the Company before making any Bid and in the case of:

- A Live Auction by the completion of a registration form;
- An Online Auction by online registration at the Website; and
- A private treaty or tender by prior registration or notification of details, as and when requested by the auctioneer.

The Company reserves the right at any time to reject the registration of any persons and refuse access to the Auction at its sole discretion.

The auctioneer Name & Registered Office: Pro Auction Ltd, The Counting House, 13a Church Farm Business Park, Corston, Bath BA2 9AP. Company No 05059610

The auctioneer may from time to time act jointly with an associated Auctioneer who will be named in the Catalogue and/or in the Special The seller the person upon whose instructions the auctioneer is conducting the sale, details of whom are set out in the Special Conditions of Sale

#### **G5** Conduct of Auctions

- G5.1 Any lot may be subject to a minimum bid or reserve price. The auctioneer or the seller is entitled to change these at any time before the conclusion of the Sale.
- G5.2 The seller, auctioneer or any representative, agent or person acting on behalf of the seller may Bid for any lot. Persons entitled to Bid pursuant to this condition shall be entitled to place Bids on any lot up to the reserve price including by placing Bids in response to other Bidders.

- G5.3 Lot descriptions will be amended as appropriate as and when information becomes available to the auctioneer. Prospective Bidders must read lot descriptions before making a Bid so that they are fully aware of any amendments to the description appearing in the Special Conditions and/or on the Website or in the Catalogue in relation to a particular lot.
- G5.4 The auctioneer may at any time before the conclusion of the Sale withdraw or divide any lot or combine any lot or sell any lot by private treaty or tender before, during or after the Auction.
- G5.5 The auctioneer may reject any Bid at his sole discretion and without being required to give a reason.
- G5.6 No Bid shall be retracted without the consent of the auctioneer.
- G5.7 The auctioneer may where there is a dispute between buyer, summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.
- G5.8 The auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason. G5.8 A Sale is concluded (constituting acceptance of the Bidder's offer,
- subject to General Condition when:
- (a) in the case of a Live Auction, on the fall of the auctioneers hammer
- (b) in the case of an Online Auction, at the close of the timed Online Auction Sale as specified on the Website and as defined by General Condition
- (c) in the case of a private treaty or tender, when the Bidders Bid is accepted by the auctioneer, such acceptance to be communicated to the Bidder in writing by way of receipt of the auctioneers invoice.
- G5.9 The buyer shall be the person who made the highest Bid before the conclusion of the Sale pursuant to General Condition G5.8 above subject to approval and acceptance by the auctioneer and the Seller or such other Bidder as the auctioneer may declare to be the buyer without being required to give a reason. The auctioneer and/ or the seller is not bound to accept the highest Bid or any other Bid placed in the course of the auction.
- G5.10 In the case of an Online Auction the buyer, as determined under General Condition above, shall within a reasonable time after the conclusion of the Sale receive by email an invoice in respect of the monies due for the Lot(s) purchased.
- G5.11 In the event that the reserve price is not met, the auctioneer may consider the Bids received below the reserve price with the seller who at its sole discretion may accept, reject or place a counteroffer.
- G5.12 On conclusion of the Sale and acceptance of the Bidders Bid pursuant to General Conditions, the buyer acknowledges and agrees that he has entered into a contract with the seller to buy the Lot and the Buyer must complete the transaction to purchase the Lot.
- G5.13 The buyer may not remove any Lot he has bought until after the end of the Auction.
- G5.14 In relation to an Online Auction:
- (a) the auctioneer cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of the Online Auction and the Bidders ability to Bid online. The Company shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur during the Online Auction;
- (b) the auctioneer may at any time, without notice, postpone or cancel an Online Auction or extend an Online Auction beyond the published closing time (including extension of the timed Online Auction in accordance with General Condition below);
- (c) the timed Online Auction Sale is auto bid extension enabled meaning that where a Bid is placed within ten minutes of the original scheduled close of the timed Online Auction the scheduled close of the timed Online Auction will automatically be extended by an additional ten minutes. This continues with a new scheduled close time each time a Bid is placed until no-one places a Bid before the last scheduled close of the timed Online Auction. Such time shall then be deemed to be the close of the timed Online Auction.
- In the event that the auctioneer unknowingly sells a Lot that was not eligible for Sale (i.e. there is a third party interest that comes to light) then the auctioneer shall be entitled to immediately rescind that Sale without any further liability to the auctioneer or the seller
- G5.16 Copies of the Auctions (Bidding Agreements) Act 1927 and 1969 are held at the auctioneers principal place of business.

## G6 Sale and Payment

- G6.1 The buyer shall pay the following sums to the auctioneer in full and without set off:-
- (a) immediately upon the Sale of any Lot the Deposit, if requested by the auctioneer and
- the balance of the price of the Lot purchased, together with the Buyer's Premium, lift out charges and VAT.
- (c) any other payment or amount due to the seller and/or the auctioneer pursuant to these General Conditions or the Special Conditions on demand
- G6.2 The time for complying with clause G6.1 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. G6.3 In view of Money Laundering Regulations the auctioneer reserves the right
- to refuse payment in cash. Payments in cash of more than £7,500 will not in any circumstances be accepted.
- G6.4 The auctioneer is entitled to charge in full or in part the amount due including all fees, from debit or credit card details registered by bidders participating in auction events
- G6.4 If the buyer fails to make any payment on the due date for payment then, without limiting any other right or remedy available to the seller, the buyer shall pay to the auctioneer interest (both before and after any judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable) per month or any part thereof until payment in full is made.

- G6.5 Until the buyer has fully complied with its obligations under the General Conditions
- title to any Lot bought shall not pass to the buyer;
- the seller or the auctioneer shall have a lien over any Lot bought by the buver in the Auction:
- 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 seller
- G6.6 All sums payable under these General Conditions and the Special Conditions are exclusive of any applicable VAT for which the buyer shall be additionally liable to pay to the auctioneer. On written request by the buyer the auctioneer will provide a VAT invoice.

#### G7 Removal of Lots

- G7.1 The ownership of the Lot purchased shall not pass to the Buyer until he has made payment in full to the auctioneer of 'the total amount due', but each Lot is at the sole risk of the Buyer from the fall of the hammer .
- G7.2 The removal of Lots from the Location shall be undertaken by the Buyer entirely at its own risk and without any liability whatsoever to the seller or auctioneer.
- G7.3 Buyers are responsible for any and all costs and expenses incurred in relation to the removal of Lots and any other applicable charges, taxes and insurance costs.
- G7.4 The Buyer may not remove any Lot until the Buyer has:-
- paid by cleared funds all amounts payable pursuant to the conditions of sale
- if requested by the auctioneer and /or the seller produced satisfactory evidence to the Auctioneer that the Buyer has adequate public liability insurance in respect of the indemnity set out in General Condition below and/or deposited with the auctioneer, by way of security, for the costs of making good any damage likely to occur, such sum as the Auctioneer may
- G7.5 The Buyer must remove each Lot purchased by the Clearance Date and Time for which time shall be of the essence. Lots may only be removed during normal working hours or such hours as are specified in the Special
- G7.6 Buyers should co-operate regarding order of removal of Lots in order to comply with the Clearance Date and Time. If it transpires that a Buyer makes no effort to commence dismantling and the particular Lot is preventing other buyers from removing purchased Lots, then the Auctioneer reserves the right to insist that removal take place immediately notwithstanding the specified Clearance Date and Time. In the event the Buyer does not comply with its obligations under this General Condition G7.7, then the Auctioneen reserves the right to arrange for the removal and/or storage of the Lot and charge any attendant costs to the Buyer.
- G7.7 If any Lot 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 Buyer of the relevant Lot(s).
- G7.8 Title to computer software sold pursuant to the Sale of a Lot is not transferred under any Sale to the Buyer and use is subject to any licence or copyright restrictions and user conditions. The auctioneer or the seller reserve the right to erase any private or sensitive information prior to the Sale or at any later date.
- G7.9 The Buyer and/or his removal contractor must liaise with the Company's site representative prior to commencing dismantling/removal of a Lot from the Location and must at all timescomply with its obligations under clause G7 11 below
- G7.10 When removing any Lot from the Location the Buyer shall, or shall procure that its removal contractors shall:
- (a) cary out a full assessment of Lot, the Location and the land or buildings to which the Lot is fixed to assess the risks associated with detaching/removing the Lot and shall fully satisfy themselves that they can detach/remove the Lot in compliance with the Buyers obligations under
- obtain all relevant planning permissions (where required) in relation to the removal of building structures and plant housings;
- buyers of Lots will be required to make good holes or voids exposed by the removal of Lots. Cladding taken off buildings for removal of plant & equipment will have to be replaced, unless otherwise specified by the Company:
- (d) when detaching any Lot fixed to land or buildings, do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without first obtaining written consent of the Company:
- remove the Lot in compliance with all relevant legislation, regulations, codes of practice, guidance, orders, rules and other requirements of any relevant government or governmental agency or authority whether Parliamentary, statutory, parochial or local including (without limitation) in compliance with the Health and Safety at Work etc Act 1974, the Environmental Protection Act 1990, The Construction (Design and Management) Regulations 2007, Control of Substances Hazardous to Health Regulations 2002 (COSHH), and the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof and all other health and safety and environmental legislation in existence at the time of the Sale.
- To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by the Buyer shall be to the best industry practice; In all cases arising under this General Condition 7.11 the costs of compliance shall be borne by the Buyer and the Buyer hereby indemnifies the Auctioneer and the Seller against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Auctioneer and/or the Seller may incur arising directly or indirectly out of any breach by the Buyer to the provisions of these conditions and the Buyer shall make good any damage caused to (without limitation) other lots, the Location or to any property belonging to third parties, in removing any Lot.



## GENERAL CONDITIONS OF SALE continued

(as approved by The Royal Institution of Chartered Surveyors)

- (g) The auctioneer shall be entitled to halt the clearance of any Lot if in its absolute discretion the removal of a Lot is being carried out in an unsatisfactory manner. Where the clearance is halted by the auctioneer, the Buver must liaise with the auctioneer site representative as to how the Lot should be removed from the Location provided that the Buyer shall at all times ensure that it complies with its obligations under General Condition 7.11 above and the seller nor the auctioneer shall have any liability in this regard.
- (h) The Buyer shall provide evidence as and when requested by the auctioneer of the Buyer's insurance policies in respect of the following insurances and at a minimum level of: Public Liability Cover - limit Two Million Pounds (£ 2,000,000); and Employers Liability Cover - limit Ten Million Pounds (£10,000,000); the auctioneer reserves the right to vary the level of insurance cover stated above at any time, as and when required.
- The Buyer shall provide to the auctioneer a Risk Assessment & Method Statement complying with The Construction (Design & Management) Regulations 2007, COSHH or with any subsequent amendments thereof or
- such other legislation as shall from time to time be in force.

  (j) Electric, gas, water, steam and waste disconnections are the responsibility of the Buyer and MUST be carried out by an approved
- contractor following consultation with the site representative. (k) It is expressly brought to the Buyer's attention that certain Lots could contain blue or white asbestos, dangerous chemicals etc. which if not handled correctly during their removal could result in breach of Health & Safety at Work legislation and/or Control of Substances Hazardous to Health Regulations or other statutory requirements.
- Any fluids, gases and/ or waste remaining in plant and machinery are the responsibility of the Buyer and MUST be removed from the Location strictly in accordance with any applicable statutory requirements.
- (m) The Buyer must use safe and lawful means of removing the Lot, must comply with all current statutory requirements and regulations including those relating to the disposal and removal if waste, and if required, satisfy the auctioneer in relation to their removal procedures; in particular, the removal of waste materials must be undertaken by an approved and licensed contractor to an approved waste management site.
- G7.11 The Buyer shall indemnify the auctioneer and the Seller against any loss, damages, expenses, claims or liabilities arising directly or indirectly from the possession or use of the Lot after title to the Lot has passed to the Buyer but before it is removed from the Location.
- G7.12 All Lots are sold on the understanding that the Seller does not represent them as being in a condition which makes them suitable for domestic use. If any Lots are intended for domestic use the Buyer must ensure that they comply with the requirements of the Furniture & Furnishings (Fire) (Safety) Regulations 1988 and any subsequent amendments thereof or such other relevant statutory requirements or regulations as shall from time to time be in force.
- G7.13 The Buyer undertakes to comply with the provisions of the Data Protection Act 1998 in processing data held by them in connection with any

- G8.1 If at any time the Buyer has failed either to pay the sums specified above in full, by the expiry of the time specified in clause above (or any extension granted), or to remove any Lot by the time specified the auctioneer and or the seller
- 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;
- (b) may remove the Lot from the Location and leave it outside at the Buyer's risk in all respects;

- (c) may charge the Buyer for the reasonable costs of transporting the lot, storage and administration charges;
- (d) may charge the Buyer rent, taxes, men's wages and expenses incurred as a result of the Lot(s) remaining at the Location
- G8.2 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.
- G8.3 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.
- G8.4 If because the Buyer has failed to remove any Lot by the time specified above (or any extension granted), and 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 and shall indemnify the Seller against any loss, damages, expenses, claims or liabilities incurred arising from the Buyer's failure to remove the Lot from the Location.

#### G9 Acknowledgements and Exclusion of Warranties

- G9.1 The Buyer acknowledges that in agreeing to purchase any Lot he is not relying on any warranties or representations made by the Seller or the Auctioneer or any of their employee's agents or representatives. All representations, warranties and conditions, express or implied, statutory or otherwise in respect of all and any of the Lots are expressly excluded and without limitation any warranties and conditions as to title, quiet possession, satisfactory quality, fitness for purpose and description are excluded to the fullest extent as permitted by law.
- G9.2 The Buyer further acknowledges that neither the Sellers nor the Auctioneer shall in any circumstances be liable to or to compensate the Buyer nor shall the Buyer be entitled to rescind the Sale or reject any Lot for an error, omission or misstatement (including photographic images or website entries) contained in the Catalogue and/or in the Special
- G9.3 The Buyer also acknowledges that:-
- all the Lots are purchased on the basis that risk of good title to all or any of them passing to the Buyer is at the Buyer's risk and without limitation the Lots are sold subject to any claims, liens, distraint and execution and subject to all leasing, hire or hire purchase agreements and reservation of title claims (if any) in respect of them;
- (b) If it shall be found that the Seller does not have title to all or any of the Lots the Buyer shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the price paid or payable;
- anything found in, under, near or in any Lot which is not specifically
- included in the description of the Lot remains the property of the Seller; (d) any intellectual property rights or software subsisting in a Lot may be third party property and as such the Seller and/or the Auctioneer may be unable to effect transfer. The Buyer will not be authorised to use intellectual property rights or software and any such use or transfer shall be at the
- (e) The Buyer undertakes that it shall ensure that any vehicle comprised in any Lot is in a roadworthy condition in accordance with the Road Vehicle (Construction and Use) Regulations 1986 and any subsequent amendments thereof or such other relevant regulations as shall from time to time be in force before using it on a public road. It is the Buyer's responsibility to remove any logos and lettering from vehicles. Odometer readings are not
- The Buyer acknowledges that any item of plant, machinery or equipment contained in the Lot(s) may not necessarily comply with any

- statutory requirements or regulations governing the use of that plant. machinery or equipment in their working environment. Neither the Seller nor the Auctioneer shall incur any liability to the Buyer because of any default or defect in all or any of the Lots. Buyers are entirely responsible for ensuring that the use of any item of plant, machinery or equipment does not contravene any health and safety and environmental legislation in existence at the time of the Sale.
- 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.
- (h) The Buyer acknowledges and agrees that the Auctioneer is acting only as agent of the Seller and it is expressly agreed and dedared that no personal liability in connection with the Sale of any Lot or otherwise shall fall on the Auctioneer and the Buyer shall indemnify the Auctioneer against all and any liabilities arising under or in connection with the Sale of any Lot.

#### Liabilities and Indemnities

- The Auctioneer warrants that he believes that the Seller of each Lot G10.1 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.
- G10.2 Every Lot is sold as seen and where lying. no Lot is sold as compromising or including any new goods.
- G10.3 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.
- 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;
- 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
- (d) any act or omission of the Auctioneer in the conduct of the Auction or after the Auction:
- any act or omission of any person other than the Auctioneer
- G10.5 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 above
- G10.6 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 10.4 above.
- G10.7 In no circumstances shall the Auctioneers be liable for any consequential damage
- G10.8 Waiver 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)

# NOLITA RESTAURANT & BAR, HATFIELD

ADDRESS OF AUCTION:

Nolita Restaurant & Bar Great North Road, Brookmans Park, Hatfield Hertfordshire AL9 6NA UK

VIEWING Viewing is strictly by arrangement with the auctioneers on 11th June 2013 onsite between 10.00am - 4.00pm, ample car parking available. Please visit the website to view any drawings or plans of equipment before placing bids.

**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 20%. Special rules apply for sales for export — request information from the auctioneer

**BUYERS PREMIUM** Buyer's Premium of 16.5% 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.

All sales are binding, no refunds will be permitted under any circumstances — ensure you have viewed the lot before bidding.

**REMOVAL** All lots which are subject to a lift-out charge are detailed on an information sheet available from the Sale's pay office, where applicable the charges are mandatory. Goods to be removed from site not later than **Thursday 20th June 2013 by 3.00pm**.

**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.

**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.

**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 commendismantling 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.



# CATALOGUE LISTING



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

**MANNER OF OFFERING** In order to assist prospective purchasers the plant has been broken down into individual lots for identification purposes. The auctioneer has absolute discretion regarding the offering of the lots and may offer lots as a group or consolidated lots, but where possible prospective purchasers wishing to bid for individual lots will be accommodated.

LOT NO.	DESCRIPTION
1	Stainless steel wall mount hand wash basin
2	Stainless steel chef pass two door under cupboard with heated gantry level and shelf over 1500mm x 700mm
3	Stainless steel hot cabinet with two over shelves 1150mm x 700mm
4	Stainless steel insectocutor
5	Stainless steel wall shelf with up stand 1500mm x 300mm
6	Orient BTP-2002NP, thermal POS kitchen Printer
7	Stainless steel preparation table with single centre drawer and up stand 700mm x 750mm
8	Casadio gravity meat slicer
9	Foster two door refrigerated counter preparation unit 10cuft capacity 1300mm x 670mm
10	Multivac A200/15 vacuum packer counter top 560mm x 520mm x 350mm (s/n 10263)
11	Aquacool freestanding bottle water cooler
12	Butchers traditional chopping block 700mm x 490mm
13	Stainless steel preparation table 1060mm x 500mm
14	Falcon chargrill broiler stainless steel gas 600mm x 750mm
15	Mareno 12litre single tank gas fryer 400mm x 900mm
16	Combination gas range and double oven, comprising solid top bulls eye plate and four burner range 1830mm x 630mm
17	Commercial extraction kitchen canopy and hood 8 filter baffles with suspended shelving under 3660mm x 2320mm
18	Foster Refrigeration PREM 1/4H refrigerated counter prep unit comprising 2 x 1/2 drawer and 9 1/3 drawers temperature range +1°C/+4°C 2320mm x 700mm
19	Williams MZ12-SA Reach-In Meat Refrigerator 11 cu ft capacity -2°C/+2°C temperature range 595mm x 722mm x 1906mm (s/n 0507/428845)
20	Infrico FMPP 1500 refrigerated tall back bar counter stainless steel inside splash back fan cooling +1°C/+6°C temperature range 2 solid doors capacity 250 ltrs 1466mmx 600mm x 1050mm
21	Blue Seal Cobra six burner range and oven 6x 5.5kw open burners 2/1GN static oven under, gas 40.5kW 900mm x 800mm x 915mm
22	Mareno 70 Series modular pasta cooker with 28 ltr water capacity, 2/3 size cooking well with automatic water fill and skimming drain stainless steel 400mm x 730mm x 850mm
23	Mareno 70 Series modular Baine Marie 20 litre capacity cooking well stainless steel 400mm x 730mm x 850mm
24	Commercial double bowl sink 1800mm

	DESCRIPTION
LOT NO.	DESCRIPTION  Statistics and a least the left 1500 mm at 250 mm.
25	Stainless steel wall mount shelf 1500mm x 350mm  Stainless steel wall mount shelf 2130mm x 300mm
26	
27	Stainless steel work counter and open cupboard under 2230mm x 700mm
28	Stainless steel top chest freezer 1160mm x 630mm
29	Walk in refrigerated cold room 1190mm x 2370mm x 2100mm with Zanotti Uniblock compressor, single evaporator and floor platform
30	Plastic modular static rack 680mm x 1340mm
31	Plastic modular static rack 680mm x 1340mm
32	Infrico N720 double door glass door merchandiser fridge +2°C to +8°C temperature range 1300 litre capacity 900mm x 1780mm
33	Infrico N720 double door glass door merchandiser fridge $+2^{\circ}$ C to $+8^{\circ}$ C temperature range 1300 litre capacity 900mm x 1780mm (glass door needs repair)
34	Under counter Larder Fridge capacity: 85L/3.00cu ft
35	Maidwash glass washer 400mm (16 pint) basket glass washer
36	Aquacool freestanding bottle water cooler
37	Infrico NZ2 back bar bottle cooler temperature range: +4°C to +12°C 218 bottle capacity 900mm x 520mm x 900mm
38	Osborne 2500 back bar bottle cooler temperature range: +2 to +8oC 198 bottle capacity 900mm x 540mm x 900mm
39	Brasilia Gradisca (tall cup) 3GR group coffee machine fully automatic with controlled volumetric delivery by keypad (plus push button for continuous delivery) 18 litre boiler 240 V / 50 Hz / 1 5000 W 966mm x 486mm (s/n 224505) Lots to be removed not
40	Rossi 81704 commercial Espresso coffee grinder
41	Novum curved glass top chest freezer 570 litre capacity 1700mm x 840mm
42	Hoshizaki IM240AME Ice Maker cube 21mm x 21mm x 14mm capacity 230kg/24hr 560mm x 800mm x 865mm (s/n E15436)
43	Three tier mobile hostess trolley wooden 1100mm x 430mm
44	Dumb waiter wooden two door cupboard and two drawers 1100mm x 630mm
45	Padded wall panel fabric gold thread pattern single colour comprising 14 full panels 890mm wide each x 2570mm and 4 x $\frac{1}{4}$ panels 990mm x 890mm each and infill panels throughout restaurant as found

LOT NO	DESCRIPTION
46	2 x pendant down lighters clear glass ovoid shaped as a flared bell
47	2 x pendant down lighters clear glass ovoid shaped as a flared bell
48	2 x pendant down lighters clear glass ovoid shaped as a flared bell
49	3 x pendant down lighters clear glass ovoid shaped as a flared bell
50	2 x restaurant tables formation to various configuration of square round and oblong
51	2 x restaurant tables formation to various configuration of square round and oblong
52	2 x restaurant tables formation to various configuration of square round and oblong
53	$2\ x$ restaurant tables formation to various configuration of square round and oblong
54	2 x restaurant tables formation to various configuration of square round and oblong
55	2 x restaurant tables formation to various configuration of square round and oblong
56	$2\ x$ restaurant tables formation to various configuration of square round and oblong
57	$2\ x$ restaurant tables formation to various configuration of square round and oblong
58	$2\ x$ restaurant tables formation to various configuration of square round and oblong
59	10 x Wooden frame restaurant chairs beech stained dark walnut with padded seat and 1/3 back rest 460mm pitch
60	10 x Wooden frame restaurant chairs beech stained dark walnut with padded seat and 1/3 back rest 460mm pitch
61	10 x Wooden frame restaurant chairs beech stained dark walnut with padded seat and 1/3 back rest 460mm pitch
62	10 x Wooden frame restaurant chairs beech stained dark walnut with padded seat and 1/3 back rest 460mm pitch
63	Curved bench seating configuration to seat 6 on wooden frame padded seat base and high back overall footprint 2700mm x 2030mm
64	Curved bench seating configuration to seat 6 on wooden frame padded seat base and high back overall footprint 2700mm x 2030mm
65	Curved bench seating configuration to seat 6 on wooden frame padded seat base and high back overall footprint 2700mm x 2030mm
66	Curved bench seating configuration to seat 6 on wooden frame padded seat base and high back overall footprint 2700mm x 2030mm
67	Curved bench seating configuration to seat 6 on wooden frame padded seat base and high back overall footprint 2700mm x 2030mm
68	Curved bench seating configuration to seat 6 on wooden frame padded seat base and high back overall footprint 2700mm x 2030mm
69	Restaurant chairs
70	Restaurant chairs

LOT NO.	DESCRIPTION
71	Restaurant chairs
72	Restaurant chairs
73	Restaurant chairs
74	Restaurant chairs
75	Restaurant chairs
76	Restaurant chairs
77	Restaurant chairs
78	Restaurant chairs
79	Restaurant chairs
80	Restaurant chairs
81	Restaurant chairs
82	Restaurant chairs
83	Restaurant chairs
84	Dumb waiter wooden two door cupboard and two drawers 1100mm x 640mm
85	Restaurant Trolley Cart wooden and black glass format mobile with brass finishing 1000mm x 500mm
86	Restaurant Trolley Cart wooden two tier 780mm x 500mm
87	Restaurant Trolley Cart teak and glass 640mm x 400mm
88	Glass screen wall 2800mm x 2500mm
89	Glass screen wall 2150mm x 2470mm
90	Bespoke island bar counter U shaped configuration with solid carpentry unit panels and Emperador marble counter top, illuminated half panel with brass foot rail, complete with bulk head in Emperador marble with integral down lighters, back bar serve
91	2 x leather faux red bar stools with back rest
92	2 x leather faux red bar stools with back rest
93	2 x leather faux red bar stools with back rest
94	2 x leather faux red club chairs
95	2 x leather faux red club chairs
96	2 x leather faux red club chairs
97	2 x leather faux red club chairs
98	2 x leather faux red club chairs
99	2 x leather faux red club chairs
100	2 x leather faux red club chairs
101	Cisaplast wine cooler cabinet 150 bottle capacity temperature range 6-18? type 0031011111 840mm x 1480mm
102	Glass display case 570mm x 1190mm
103	Glass display case 570mm x 1190mm
104	Voile window covering
105	Complete music entertainment system comprising Denon DND4500/HC4500 amplifier, mixer, controller complete with 29 x recess speakers with integral woofer and tweeter
106	Vigil CCTV system digital HDD copy comprising of 12 camera controller, backup and IR control, monitor and 4 dome cameras.

LOT NO.	DESCRIPTION
107	2 x 1800mm banquet tables
108	2 x 1800mm banquet tables
109	2 x 1800mm banquet tables
110	3 x 1800mm banquet tables
111	20 x Balmoral style aluminium framed upholstered
	banquet stacking chair
112	20 x Balmoral style aluminium framed upholstered banquet stacking chair
113	20 x Balmoral style aluminium framed upholstered banquet stacking chair
114	20 x Balmoral style aluminium framed upholstered banquet stacking chair
115	Glass screen wall 2390mm x 3000mm
116	Glass screen wall 5100mm x 2370mm
117	Glass display case 570mm x 1170mm
118	Glass display case 570mm x 1170mm
119	LG Wall Air Conditioning Fixed Speed Unit 2.6 Kw / 9000 Btu
120	LG Wall Air Conditioning Fixed Speed Unit 2.6 Kw / 9000 Btu
121	Voile window covering
122	Dumb waiter two cupboard tow drawer unit 1050mm x 650mm
123	Stainless steel U shaped back bar carcass unit comprising of counters, work surface, chiller, ice dumps and sinks
124	Aquatec G40DP is a 400mm (16 pint) basket glass washer
125	Infrico NZ2 back bar bottle cooler temperature range: $+4^{\circ}$ C to $+12^{\circ}$ C 218 bottle capacity 900mm x 520mm x 900mm
126	Brasilia Gradisca (tall cup) 2GR group coffee machine fully automatic with controlled volumetric delivery by keypad (plus push button for continuous delivery) 11.4 litre boiler 240 V / 60 Hz / 1 3500 W 756mm x 486mm (s/n 240070) Lots to be removed
127	Bush chest freezer volume 5.12 cu ft.145 litre capacity
128	Stainless steel insectocutor
129	Stainless steel insectocutor
130	Stainless steel preparation table with up stand 1170mm x 700mm
131	Stainless steel wall mounted three tier shelving unit 900mm x 300mm shelves
132	Stainless steel wall mounted two tier shelving unit 2130mm x 300mm shelves
133	Walk in refrigerated cold room 2000mm x 1880mm x 2240mm with Zanotti Uniblock compressor, single evaporator and internal racking
134	Commercial extraction kitchen canopy and hood 4 filter baffles 2000mm x 1100mm
135	Stainless steel preparation table 1000mm x 750mm
136	Fage Electric Pizza Ovens two deck pizza capacity 8 x 9" (4 x 12") 6kW power

LOT NO.	DESCRIPTION
137	Fabricated bar counter top granite white Kashmir with stainless shelving unit
138	Infrico NZ2 back bar bottle cooler temperature range: +4 to +12°C 218 bottle capacity 900mm x 520mm x 900mm
139	Infrico NZ2 back bar bottle cooler temperature range: +4 to +12°C218 bottle capacity 900mm x 520mm x 900mm
140	Infrico NZ2 back bar bottle cooler temperature range: +4 to +12°C 218 bottle capacity 900mm x 520mm x 900mm
141	Infrico NZ2 back bar bottle cooler temperature range: +4 to +12°C 218 bottle capacity 900mm x 520mm x 900mm
142	Infrico NZ2 back bar bottle cooler temperature range: +4 to +12°C 218 bottle capacity 900mm x 520mm x 900mm
143	Samsung 42 television and wall bracket
144	Fully weatherproof PVC rattan, hand woven over a rust resistant frame silver grey brushed rattan, grey cushion covers with black piping 1900mm x 950mm x 720mm
145	Fully weatherproof PVC rattan, hand woven over a rust resistant frame silver grey brushed rattan, grey cushion covers with black piping 1900mm x 950mm x 720mm
146	Fully weatherproof PVC rattan, hand woven over a rust resistant frame silver grey brushed rattan, grey cushion covers with black piping 1900mm x 950mm x 720mm
147	Fully weatherproof PVC rattan, hand woven over a rust resistant frame silver grey brushed rattan, grey cushion covers with black piping 1900mm x 950mm x 720mm
148	Fully weatherproof PVC rattan, hand woven over a rust resistant frame silver grey brushed rattan, grey cushion covers with black piping 1900mm x 950mm x 720mm
149	Fully weatherproof PVC rattan, hand woven over a rust resistant frame silver grey brushed rattan, grey cushion covers with black piping 1900mm x 950mm x 720mm
150	Fully weatherproof PVC rattan, hand woven over a rust resistant frame silver grey brushed rattan, grey cushion covers with black piping 1900mm x 950mm x 720mm
151	Fully weatherproof PVC rattan, hand woven over a rust resistant frame silver grey brushed rattan, grey cushion covers with black piping 1900mm x 950mm x 720mm
152	2 x 800 x 800mm terrace table chrome leg tubular with wooden top
153	$2 \times 800 \times 800$ mm terrace table chrome leg tubular with wooden top
154	$2 \times 800 \times 800$ mm terrace table chrome leg tubular with wooden top
155	$2 \times 800 \times 800 \text{mm}$ terrace table chrome leg tubular with wooden top
156	$2 \times 800 \times 800 \text{mm}$ terrace table chrome leg tubular with wooden top
157	2 x composite concrete parasol bases marble effect
158	2 x composite concrete parasol bases marble effect
159	2 x composite concrete parasol bases marble effect
160	2 x composite concrete parasol bases marble effect
161	2 x composite concrete parasol bases marble effect
162	2 x Heavy duty commercial parasol extruded profile pole Valmex water resistant canopy approx 5m

LOT NO.	DESCRIPTION
163	Mirror Stainless Steel Water Feature
164	Mirror Stainless Steel Water Feature
165	Large Terracotta jardinière pots decorated in relief
166	Large Terracotta jardinière pots decorated in relief
167	Large Terracotta jardinière pots decorated in relief
168	Large Terracotta jardinière pots decorated in relief
169	Large Terracotta jardinière pots decorated in relief
170	Large Terracotta jardinière pots decorated in relief
171	Large Terracotta jardinière pots decorated in relief
172	Large Terracotta jardinière pots decorated in relief
173	Oblong Terracotta planters 1m x 450mm
174	Oblong Terracotta planters 1m x 450mm
175	Oblong Terracotta planters 1m x 450mm
176	Oblong Terracotta planters 1m x 450mm
177	Reconstitute concrete plinth
178	2 x Car park barrier arm aluminium pole arm on mechanical control
179	External halogen lighting
180	Coffee table in black ash finish
181	Coffee table in black ash finish
182	Coffee table in black ash finish

LOT NO.	DESCRIPTION
183	Coffee table in black ash finish
184	Coffee table in black ash finish
185	Coffee table in black ash finish
186	Coffee table in black ash finish
187	Coffee table in black ash finish
188	Coffee table in black ash finish
189	Various table lamps IP65 rated
190	Reception Maître D counter
191	Pair of arm chairs
192	Coffee table and side table
193	5 x 2 compartment lockers
194	Brasilica two group coffee machine
195	Three group coffee machine
196	Pine Welsh dresser cabinet and plate rack
197	Daikin ceiling mount air condition cassette and external condenser unit
198	IFAS corner unit serve over counter, refrigerated with integral compressor pack, curved glass with rear s/s drawer cabinet
199	Remote ice cream freezer display chest unit
End of	



#### **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 20% and a buyers premium of 16.5% + VAT.
- Payment is required on day of the sale unless prior arrangements have been agreed.
   Funds must be cleared before collection of goods.
- Lift out charges will apply; ask auctioneer for details.

PLEASE NOTE: Commission and telephone bids by arrangement only.

#### AUCTION ENDS: Thursday 13<sup>th</sup> June 2013

This sale is being conducted Live and via Webcast with www.bidspotter.co.ul



#### ADDRESS OF AUCTION:

Nolita Restaurant & Bar Hatfield, Great North Road, Brookmans Park, Hatfield Hertfordshire AL9 6NA UK

#### VIFWING

11<sup>th</sup> June 2013

between 10.00am – 4.00pm by appointment









Nolita Restaurant & Bar Hatfield Great North Road, Brookmans Park, Hatfield Hertfordshire AL9 6NA