

TIMED On-Line **Auction** with easyLiveAuction.com

Thursday 14th September from 12.00 noon.

The contents of



The EXMOUTH FUN PARK

10.25" gauge ride on diesel train + 2 carriages,
8 Pedalo swan boats, Playship HMS Jonty,
15' x 15' Bouncy Castle (2017),
Four lane Astra slide & tube complex,
Little Tikes play houses, many picnic tables,
wooden assault course, Zip line equipment.
5 Zorb inflatables + arena, water walkers,
electric Quad bikes & cars etc.

On view ON SITE (Exmouth Sea front) at EX8 2AY ..

www.mstauctioneers.co.uk

01404 891833

NOTE NEW DATE

TIMED ONLINE AUCTION: Bidding will end from 12.00 noon on Thursday 14th September 2017 at 30 second lot intervals.

AT Exmouth EX8 2AY

VIEWING: Friday 8th Sept 10 – 1, Monday 11th Sept 9 – 1, Wednesday 13th Sept 9 – 1.....
Please ring 01404 891833 for further details.

REGISTRATION: Registration for bidding is only via easyliveauction.com. To create an account, you need a valid email address that can receive emails. Visit the [Create Account](#) page on easyliveauction.com and enter your email address. You will then be sent an email that contains a link, once you receive the email click the link to complete the creation of your account. If you cannot find this email address in your inbox try searching your spam/junk folder. Note: The details you add to your account need to be as accurate as possible.

Once you have created an account, navigate to our auction and click the 'Register to Bid' button. Here you can choose your preferred registration method (Free / Flat Fee) and agree to our Terms and Conditions and those of Easy Live Auction. Once you register you will be sent an email confirming your registration along with the registration method.

BIDDING: The lots can be bid on at any point until the end of the auction. Once the auction starts to close, bidding will stop on lots in 30 second intervals. To avoid bid sniping, last second bids will extend the closing time of the lot by another 5 minutes. Increments are set by easyliveauction.com so the computer may not take your bid if it is not the correct amount.

For details and other information see - <https://www.easyliveauction.com/faq>

Your bid is a legally binding contract to purchase, **IF YOU ARE NOT SURE, DO NOT BID** as we are unable to cancel your purchase and there will be NO refunds made. Each lot is bought and sold as seen, as they lie; no warranty is offered or implied.

PREMIUM AND VAT: A buyer's premium of 15% plus VAT will be charged on all lots. All lots in this sale will attract VAT on the hammer price unless otherwise stated. VAT is charged at the current rate of 20%. Overseas Buyers please refer to our Terms & Conditions.

There is also an Internet Surcharge – see below:

Free Registration – A charge of 3% + Vat of the hammer price for bidding Online. This charge will be included in the invoice you receive from the auction house.

METHOD OF PAYMENT: Payment must be made in full by FRIDAY 15th September by 4.30 pm.

We recommend payment by Bank Transfer - bank details will be on your proforma invoice. We can take payment by credit and debit cards or by cash (limits apply, see our Terms & Conditions). Credit cards and American Express incur a non-refundable handling charge of 3%. Please contact our Accounts Office on **01404 891833** or **01404 891698** or by email to accounts@mstauctioneers.co.uk to arrange payment.

The successful buyers will be emailed a winner's notification invoice at the end of the sale; this will be sent out via easyliveauction.com. If you have not received this within 12 hours of the sale, please check your spam filter or ring 01404 891833.

CLEARANCE: Friday 15th September to Tuesday 26th September. WEEKDAYS ONLY 9.00am – 3.30pm

All Lots must be removed by 3.30 pm on the Tuesday 26th September.

In completing the bidder registration and by signing up to this auction with your credit/debit card details you confirm and agree that:

1. You are authorized to provide these credit/debit card details to the auctioneer, that you agree to pay any deposit required prior to auction, and that you have sufficient funds to complete the transaction.
2. You agree that full and final payment will be made immediately upon receipt of invoice and within the time period given. Failure to pay will result in your easyliveauction.com account being blocked.
3. You agree to abide by MST Auctioneers Ltd full Terms and Conditions of Sale and any other special terms and conditions as stated in this notice and on easyliveauction.com website.
4. You agree that The Auctioneer may charge to you the cost of storage or rent, taxes, any wages and other expenses incurred as a result of the lots remaining on the premises

ACCEPTANCE OF BIDS: The Auctioneers reserve the right to reject any bids, and acceptance of all final bids is subject to approval by our client. Your highest bid will be treated as a valid bid, even if the reserve has not been met, as vendors can ask us to reduce the reserves during the course of the sale.

INSURANCE OF LOTS: The goods are the risk of the Buyer immediately upon the fall of the hammer and buyers are strongly advised to effect insurance at once, irrespective of whether title has passed. Title does not pass to the purchaser until payment has been received in full. ALL LOTS SHALL BE REMOVED AT THE PURCHASER'S EXPENSE AND RISK.

TERMS AND CONDITIONS OF SALE

1) INTERPRETATION

- i) "Bid price" means the price bid by a purchaser for a lot exclusive of any Value Added Tax chargeable on the supply of goods comprising the lot;
- ii) "Purchase price" means the bid price plus a sum equal to any Value Added Tax chargeable on the supply of the goods comprised in a lot;
- iii) "Purchaser" means the person making the highest bid price for a lot;
- iv) "Vendor" means the person, company or department selling the goods.
- v) "Reference to any enactment, order, regulation or other similar Instrument" shall be construed as a reference to the enactment, order, regulation or Instrument as amended by any subsequent enactment, order, regulation or Instrument.

2) GENERAL NOTICE: This sale is not classed as a consumer sale within the meaning of the Supply of Goods (Implied Terms) Act 1979.

3) THIRD PARTY AGENT: All of the equipment is in the ownership of the vendor. MST Auctioneers Ltd is acting as a third party agent only and does not take any title to any of the goods. MST Auctioneers Ltd cannot be held liable for any errors on the website, problems with registration or acceptance of bids.

4) BUYERS PREMIUM AND VAT CHARGES: A buyer's premium of 18% plus VAT is charged on the hammer price of all lots in our General sales, except for vehicles which have a Buyer's Premium of 10% plus VAT. This does not include internet auction host fees which will be an additional charge. The premium will be clearly marked in any special notes and in the catalogue. Vat will be charged at the current rate. The Auctioneer's Margin Scheme will apply to all lots not liable for VAT on the bid (hammer) price so the VAT on the buyer's premium will be included in the amount shown and not itemised separately.

5) BIDDING: Your bid is a legally binding contract to purchase, if you are not sure, do not bid as we are unable to cancel your purchase and NO refunds will be made. If any dispute arises between those making bids, the Auctioneer, at his discretion, shall either again put up the lot in dispute for resale or decide the dispute. No person shall retract his bidding. The Vendor reserves the right to bid himself or by his Agents and to alter, vary or withdraw any lots before or during the sale. The Auctioneers have absolute discretion without giving any reason, to refuse registration to any person. A £200 refundable deposit may be required to be paid (either by card or cash) by any person wishing to bid.

6) COMMISSION BIDS: MST Auctioneers Ltd will be pleased to execute bids on buyers behalf should they not be able to attend the sale. This service is free of charge and whilst every effort is made to secure the lots, no guarantees are given. The Auctioneer will bid as if you are in the room therefore securing the lot at the best price and will execute the bids as cheaply as possible. If two buyers submit identical bids, the auctioneer may take the first bid/bidder's number received. Card details may be required as security.

7) METHOD OF PAYMENT: All invoices must be paid IN FULL on the day of the sale. No goods may be removed until they have been paid for, together with all other charges. Payment can be by bank transfer, cash, credit or debit cards. Cheques will not be accepted except by agreement with the auctioneers, and the goods will be held until cheques are cleared. A handling charge of 3% will be added to all payments made by credit card (Mastercard, Visa Credit, American Express or cards registered overseas). There is no surcharge for the use of Debit cards. BANK TRANSFERS: BACS payment can be made directly into our account (please contact the office for bank details). PLEASE NOTE: NO CASH PAYMENTS OVER £6,000 WILL BE ACCEPTED. No transfer of lots by the Purchaser shall be allowed.

8) DEFAULT BY THE BUYER: If at any time the Buyer has failed to pay in full, the amount due by the date specified, or failed to remove any lot purchased by the clearance date and time specified in the Auction Notes/Important Information then:

- i) The Auctioneer may rescind the sale of that lot and the full deposit and all monies paid, shall be forfeit and that lot may be offered for resale;
- ii) The Auctioneer may remove the lot from the premises and leave it outside at the Buyer's risk and expense;
- iii) The Auctioneer may charge the Buyer the cost of storage or rent, taxes, any wages and other expenses incurred as a result of the lots remaining on the premises;

iv) The Buyer shall indemnify the Auctioneer against any loss, damages, expenses, claims or liabilities incurred by the Seller arising from the Buyer's failure to remove the lot from the premises.

9) ONLINE AUCTIONS: ACCEPTANCE OF FINAL BIDS - IMPORTANT NOTE – Acceptance of all final bids is subject to prior approval by our clients. MST Auctioneers Ltd reserves the rights to reject any bids which they feel are insufficient. Successful bidders will be notified by email upon the finish of the auction together with a request for payment. Your highest bid will be treated as a valid bid, even if the reserve has not been met, as vendors can ask us to reduce the reserves during the course of the sale

10) ONSITE SALES: DEPOSIT AGAINST DAMAGE OF FABRIC OF BUILDING: Purchasers may be required to pay an additional deposit on lots which will cause damage or leave a hole in the fabric of the building after removal. These lots will be specified in the sale catalogue. The deposit will be returned once the purchaser has made good in a satisfactory manner. Clearance of all lots must be undertaken in accordance with Health & Safety at Work Regulations.

11) SAFE WORKING PRACTICE & PERSONAL INJURY: Both the Vendor and the Auctioneer require that in pursuit of safe working practice all equipment used for lifting and transporting heavy items which have been purchased at the auction should be covered by appropriate insurance and registration documents. This is especially the case in relation to cranes, lifting tackle and forklift trucks. Documentation may be required for inspection. Furthermore, appropriate protective clothing, PPE, such as hard hats and safety shoes, must be worn during these activities and due regard paid to safe manual handling practice. Neither the Vendor nor the Auctioneer shall be responsible for any accident or damage to life or limb which may occur prior to or during the progress of the Sale or at any time during the removal of lots except to the extent that such accident or damage arises from the negligence of the Vendor or the Auctioneer. Only MST staff may handle and remove goods from the auction rooms except where special conditions apply (see special conditions sheets). The Buyer takes on responsibility to insure against and to make good any injury or damage to persons or property caused by the Buyer, their carriers, servants or agents.

12) FAULTS AND ERRORS: All lots are sold 'as seen, as they lie' and without warranty, regardless of the description in the catalogue. They are sold with all faults and errors or mis-statement or description, measurement, weight, quantity, quality, number or otherwise (whether of a substantial nature or not). The Purchaser shall be deemed to have inspected the lots he buys and IF THEY BUY WITHOUT PREVIOUS INSPECTION, THEY SHALL DO SO AT THEIR OWN RISK. The lots are not sold by sample but if in any case, a sample shall be displayed, it shall be upon the understanding that this contract shall contain no implied condition or warranty as to quantity or otherwise, or that the lots are free from any defect rendering them unmerchantable.

13) CLAIMS CONCERNED WITH CONDITION OF GOODS: Goods marked 'Trade' are to be installed by a competent member of the appropriate Trade or purchased only by a member of that Trade. The goods shall be acquired by the Purchaser at his own risk. The Purchaser shall make no claim against the Vendor or any servant of the Crown in respect of any loss, damage or injury (whether to person or property) suffered by the Purchaser in the course of or at any time after the delivery of the goods and in any way connected with or arising out of the condition of the goods.

14) RISK AND INSURANCE OF LOTS: Neither the Vendor nor the Auctioneer shall be responsible for any lot or part thereof after the fall of the hammer, from which time all lots shall remain the responsibility of the Purchaser. The goods are, therefore, the risk of the Buyer immediately upon the fall of the hammer and buyers are strongly advised to effect insurance at once, irrespective of whether title has passed. Title does not pass to the purchaser until full payment has been received.

15) REMOVAL: ALL LOTS SHALL BE REMOVED AT THE PURCHASER'S EXPENSE AND RISK. A CHARGE OF £3 PER LOT PER DAY WILL BE CHARGED ON ANY LOTS REMAINING AFTER 2 DAYS FOLLOWING THE SALE. GOODS REMAINING AFTER 10 DAYS WILL BE DEEMED TO BE ABANDONED AND WILL SCRAPPED OR OFFERED FOR RESALE AT THE AUCTIONEER'S DISCRETION, UNLESS STORAGE HAS BEEN ARRANGED WITH THE AUCTIONEERS. The Purchaser shall comply with any directions with respect to the removal of goods which may be given by the Auctioneers. All storage and expenses must be paid in full before the lot can be removed. In the event of the purchaser not removing their goods, the auctioneer will be entitled to re-offer the goods in the next sale, and deduct all expenses incurred. Any balance will be returned to the purchaser.

16) LIFTING AND TOWING: Where the Auctioneers gives assistance with the lifting and/or towing within the Auction House in connection with the collection of goods such assistance is given entirely at the Purchaser's risk and neither the Vendor nor the Auctioneer shall incur any liability whether in contract or in tort in respect other than in respect of injury to persons arising from the negligence of the Vendor.

17) LOSS CAUSED BY REMOVAL: Where the removal of any lot or lots causes loss or damage to any land or property including any other lot or the death or injury of any person, the Purchaser of the lot or lots being removed shall:-

i) Indemnify the Vendor against any liability or any payment reasonably made by him in respect of such loss, damage or death or injury (including any payment made in connection with the death or injury) under any Statute, Warrant, Order, Scheme, Regulation, Conditions of Service or other arrangements making provision for payments in respect of the death, disablement, sickness or other injury and

ii) In the case of loss or damage to land or property or any lot not sold to the Purchaser, at the option of the Vendor either make good the loss or repair the damage, whether before the removal of his lots from the premises is completed or after removal as the Vendor may require, or pay the cost of asking good or repair as estimated by the Vendor whose decision shall be binding on the Purchaser provided always and subject to the provisions of Conditions 13 hereof.

iii) the Purchaser shall incur no liability under this Condition if he is able to show that such loss, damage or injury was not attributable to the neglect or default of himself, his servants, agents or sub-contractors and nothing in this Condition shall relieve the Purchaser of any liability or the Vendor arising apart from this Condition.

18) LIMITATION OF VENDOR LIABILITY: The Vendor shall not be liable in respect of any claim whether in contract or in tort (other than claims in respect of injury to persons arising out of negligence of the Vendor) by the Purchaser arising out of or in any way in connection with the sale of all or any of the goods for any sum exceeding the amount of the deposit or purchase price (as the case may be) paid by the Purchaser in respect of the goods the subject of the claim.

19) DISPUTES: If any dispute or difference arises about any lot or any other matter in relation to the sale (other than a dispute between bidders) the same shall be settled by the Auctioneers or any such person as they shall appoint for the purpose, whose determination shall be fixed and binding on all parties concerned.

20) HEALTH AND SAFETY AT WORK ACT 1974:

i. It is expressly brought to the Bidder's attention that, at the time of sale, any item of plant, machinery or equipment contained in the lot(s) may not necessarily comply with the Health and Safety at Work Etc. Act 1974, Environmental Protection Act 1990, or any other Acts or Regulations thereunder governing the use of the plant, machinery or equipment in a working environment. Successful Bidders for any such plant, machinery or equipment are hereby required to ensure that the use of any such plant and equipment at a place of work within the United Kingdom does not contravene such relevant Act or Regulation thereunder applicable thereto.

ii. The goods are not sold as articles for use at work; they are sold on the understanding that the Vendor does not represent them as being in a condition which makes them suitable for use at work. The Purchaser is reminded that if, nevertheless, any of the goods or articles purchased are intended by him to be supplied in due course for use at work, the Purchaser should, before so supplying them for such use, take such steps as are necessary to ensure, so far as is reasonably practicable, that such goods or articles will be safe and without risks to health when properly used and should carry out or arrange for the carrying out of such testing and examination as may be necessary to enable him to carry out the obligations imposed by the Health and Safety at Work Act 1974

21) ROAD TRAFFIC ACT REQUIREMENTS: Purchasers are reminded that any vehicle or trailer sold in this Sale may not be immediately roadworthy or may be of such a design as will not without alteration comply with the Acts and Regulations relating to its construction, equipment or use. It is generally an offence to use on a road a motor vehicle or trailer which does not comply with these Regulations and Acts and accordingly, it is a condition of the contract of sale that the Purchaser undertakes not to allow any vehicle or trailer purchased to be used until it complies in every respect with the requirements of the Acts and Regulations relating to its construction, equipment and use and having regard to its condition to ensure its lawful removal in accordance with the obligations under the contract of sale.

22) ROAD WORTHINESS OF VEHICLES: The hour and odometer readings on machinery and vehicles in this or any sale cannot be warranted and should not be relied upon. A MOT Certificate is not evidence of the road worthiness of any vehicle, and all vehicles or machinery are sold as seen, as they stand, with all their faults, regardless of the catalogue description. No Warranty whatsoever is given or implied by the Auctioneers or the Vendor.

23) EXPORT OF GOODS: The sale of goods as described in the catalogue shall not imply that Department of Industry licences for export of the goods in their present or modified condition will be granted to a Purchaser. The pursuit of any such licences is entirely a matter for the Purchaser. Purchasers intending to export their purchases are required to advise the Accounts Manager.

i. Export of goods within the EEC – The sale can be zero rated for VAT on production of a current valid letterhead from the company purchasing the goods with a valid VAT registration number from the country concerned. In order to comply with HM Revenue & Customs we will take a deposit equal to the amount of VAT concerned. This will be refunded when valid commercial evidence of removal from the UK is received. This evidence of removal must be within 3 months of the date of supply in order to qualify for a refund of the deposit.

ii. Export of Goods outside the EEC – All goods will be subject to VAT at the current standard rate. In order to qualify for a refund of the VAT and for the sale to be zero rated the goods must be exported within 3 months of the time of supply and valid evidence of export received by the Auctioneers within one month of the date of export.

24) SMOKING: Smoking is NOT permitted anywhere on the premises.

25) CONTAINERS ETC: Pallets, stillages, baskets, skips, etc. used for the display of the lot are not included in the sale lot unless stated.

26) CHEMICALS & LIQUIDS: The attention of Purchasers of chemicals is directed to their obligations to comply with all relevant provisions of the Poisons Act 1972, and of the Poisons Rules made thereunder. Purchasers are warned that a licence from the Local Authority is necessary before Petroleum Mixtures may be stored. Any fluids remaining in any lots purchased MUST be removed from site in conformity with the Control of Substances Hazardous to Health Act.

27) HELMETS & CLOTHING: Any helmets offered for sale are not sold as affording protection to persons on or in motor-cycles and are not of a type approved for use under the Motor-Cycles (Protective Helmets) Regulations 1974 (E1 No.2000). They may not therefore be sold or offered for resale for use in Great Britain as affording such protection

Unless otherwise specifically stated at the description of the lot, all made-up textile products are sold as 'old made-up textile products' as defined at Item 14 of Schedule 4 of Statutory Instruments 1973 No. 2124 Trade Descriptions - The Textile Products (indication of Fibre Content Regulations 1973).

28) POST 1950 WORKS OF ART & COLLECTABLE FURNITURE: Items of furniture included in the antique/collectable section are offered for sale as works of art. These items may not comply with the Furniture and Furnishings (Fire) Safety Regulations 1988 and for this reason, they should not be used in a private dwelling.

29) UPHOLSTERED FURNITURE - CONSUMER PROTECTION ACT 1987: All upholstered furniture is sold for the purpose of "OFFICE" use only, it is the responsibility of the purchaser to make sure it complies with the fire resistant regulations before it is re-sold for domestic use.

30) TRADE AND SCRAP LOTS: Items deemed to be TRADE/SCRAP lots may only be purchased by persons carrying on a business of buying goods of the same description as those supplied and they must be fully aware of their legal obligations under all relevant statutes and legislation, and MUST sign our relevant form to confirm they are aware of these obligations.

SPECIAL NOTICE:

PLEASE BE AWARE THAT ALL LOTS MUST BE INSPECTED, EXAMINED, REPAIRED, RECONDITIONED, TESTED AND CERTIFIED THAT THEY MEET ALL CURRENT REGULATIONS, AS WELL AS THE HEALTH AND SAFETY AT WORK ACT, CONSUMER PROTECTION ACT, AND THE CONSUMER SAFETY ACT, BEFORE THEY ARE RE-USED OR RE-SOLD, THUS MEETING HEALTH AND SAFETY AND DUTY OF CARE REQUIREMENTS

1. V - WITHDRAWN...10 hole Crazy Golf course built 2016, ticket office, decking, signage, clubs, balls etc



2. V - 4 water Walkerz (one requires attention) no blower



3. V - 2 picnic benches, no parasols.



4. V - 15 x 15 Bouncy Castle by Pineapple Leisure 2017 with blower. Note The MATS are NOT included.. they are in Lot 47



5. V - various fibreglass slides, shuts, tunnels, cubes (behind railway tunnel)



6. V - APOLOGIES THIS LOT HAS BEEN WITHDRAWN...3 old go-karts (no engines) behind railway tunnel.



7. V - 10 1/4" gauge diesel Loco type 4 WDM by G. Kilehanside 1978, two carriages, Lister diesel engine with associated spares incl. one carriage.



8. V - Bodyzorb inflatable arena, 5 Zorb inflatables, 3 large, 2 small & blower,



9. V - Gemstone mining /panning unit + 2 wooden benches



10. V - 8 remote controlled boats with Tornado steering units. batteries & charger in shed.



11. V - 2 picnic benches. parasols not included.



12. V - 3 swan 4 man pedalos boats nos 1,2,3.



13. V - 3 swan 4 man pedalos boats nos 7,8,14



14. V - 2 swan 2 man pedalos boats nos 10 & 12



15. V - 2 swan 2/4 man pedalos boats in black nos 6 & 11..



16. V - 2 various swan pedalos nos 0,15, both requiring attention.



- 17.** V - 4 Leisure Engineering Raceway quads (3 working) + charger



- 18.** V - 3 Raceway cars (requiring attention) + charger



- 19.** V - 4 picnic benches, parasols not included



- 20.** V - Fibreglass crocodile



- 21.** V - Zipline equipment



- 22.** V - Little Trikes x 2



- 23.** V - Little Trikes x 2



- 24.** V - Little trikes x 4, incl 2 houses, a train & slide



25. V - 3 wooden Wendy houses



26. V - 5 wooden benches & old boat, parasols not included



27. V - Large slide complex: 4 lane Astra slide with tube. 1996



28. V - OXO noughts & crosses game (1 only)



29. V - 10 various picnic benches, parasols not included..



30. V - complete wooden assault course with tower & slide



31. V - wooden play ship HMS Jonty approx 5 years old. Cost £10,500.



32. V - 8 various wooden picnic benches & an old black swan pedalo



- 33.** V - Wooden hexagonal swing unit, 6 chain swings + 3 extra Toddler Winchester sets, presently hanging on another frame. They will be detached after the sale.



- 34.** V - 9 unused Parasol and bases



- 35.** V - 9 unused Parasol and bases



- 36.** V - 9 unused Parasol and bases



- 37.** V - A large quantity of approximately 60 parasol base units



- 38.** V - Two smartie waste bins



- 39.** V - 1 Fab & 1 Walls waste bin



- 40.** V - 10 parasols (Cadburys & Fab)



41. V - 12 Walls Parasols



42. V - A large quantity of various ice cream merchandising items



43. V - 12 aluminium chairs and 2 tables



44. V - A qty of ceramic floor tiles



45. V - 1 wooden sales trolley containing a large qty of toys



46. V - A wooden sales trolley containing a large qty of toys



47. V - 10 green and 3 blue safety mats



48. V - A fibre glass Pelican.





49. V - Fibre glass lighthouse



50. V - A fibre glass shark's head



51. V - Treasure Chest