

# PRIVATE TREATY SALE

By order of Alan Roberts & Ben Rhodes of Grant Thornton, Joint Liquidators of Agent Limited (in liquidation) and Authentic Produce Limited (in liquidation)

## ONLINE HEALTH PRODUCTS WEBSITE [WWW.HEALTHMONTHLY.CO.UK](http://WWW.HEALTHMONTHLY.CO.UK) AND OVER 220 ASSOCIATED DOMAIN NAMES

(Subject to availability)

Healthmonthly.com	101toys.co.uk	101toys.com	101toys.net	101vitamins.co.uk
101vitamins.com	101vitamins.net	accufitness.co.uk	accufitness.eu	accufitness.uk
accumeasure.co.uk	accumeasure.eu	accumeasure.uk	accumeasurefitness.co.uk	accumeasurefitness.eu
accumeasurefitness.uk	adamshealth.eu	adamsquinn.co.uk	adamsvitamins.co.uk	adamsvitamins.com
agentdesign.co.uk	agentdesign.uk	allterrainhealth.co.uk	allterrainhealth.eu	allterrainhealth.uk
aromanaturals.co.uk	aromanaturals.eu	authenticproduce.co.uk	authenticproduce.com	authenticproduce.net
authenticproduce.uk	autocarecarsales.com	badgerbodycare.co.uk	badgerbodycare.com	badgerbodycare.eu
badgerbodycare.uk	barleans.co.uk	bathtimebaby.co.uk	bathtimebaby.eu	bathtimebaby.uk
beatjersey.com	bestfriendmoments.co.uk	bestfriendmoments.com	bestfriendmoments.eu	bioneurix.co.uk
bioneurix.uk	bodyverde.co.uk	bodyverde.eu	bodyverde.uk	continentalvitamins.co.uk
continentalvitamins.eu	doctormercola.co.uk	doctormercola.eu	doctormercola.uk	doctors-best.co.uk
doctorsbest.co.uk	doctorsbesteuropa.com	drbvitamins.co.uk	drbvitamins.eu	drmercola.co.uk
drmercola.uk	drsbest.co.uk	dyob.co.uk	dyob.net	e-silk.co.uk
e-silk.com	e-silk.eu	e-silk.net	e-silk.org	esilk.co.uk
esmoke.co.uk	essentialsasia.com	fairhavenhealth.co.uk	fairhavenhealth.eu	fairhavenhealth.net
fairhavenhealth.uk	fembody.co.uk	fembody.eu	fembody.net	fertilaid.co.uk
fertilaid.org.uk	fertilaidhealth.co.uk	fertilitynaturals.co.uk	foodscienceofvermont.co.uk	foodscienceofvermont.eu
foodscienceofvermont.uk	foxy.co.uk	foxy.net	foxyclothing.co.uk	foxydeals.co.uk
foxyelectronics.co.uk	foxyfit.co.uk	foxyfitness.co.uk	foxyhealth.co.uk	foxysingles.co.uk
foxytickets.co.uk	garden-of-life.co.uk	garden-of-life.uk	happyhealth.co.uk	happyhealth.uk
healthmonthly.com	healthmonthly.uk	healthshop.co.uk	healthshop.eu	healthshop.net
healthshop.uk	healthybrands.co.uk	herb-pharm.co.uk	herb-pharm.uk	herblore.co.uk
herblore.eu	hmly.co.uk	hmly.uk	hopscotchkids.eu	hylands4kids.co.uk

**PRIVATE TREATY SALE:** This is offered for sale by Private Treaty negotiations and offers are invited

**OFFERS IN BY:** Offers are invited at the earliest opportunity

**FURTHER INFO:** Adam Marx 07799 587216 [amarx@lsh.co.uk](mailto:amarx@lsh.co.uk)

**OFFICE ADDRESS:** DeskLodge House, Redcliffe Way, Bristol, BS1 6NL

## Website & Domain

[www.HealthMonthly.co.uk](http://www.HealthMonthly.co.uk)

Custom built LAMP (Linux Apache, MYSQL, PGP) stack

Accounting, inventory management & fulfilment systems a combination of Microsoft Dynamics Nav 2013R2 & Orbis Taskcentre

Website products, images & descriptions: 16,326

ERP System products: 78,907 (Imported from vendor data)

Website records: 1,102,046

ERP system customers: 1,156,059

ERP System customers not Amazon marketplace: 500,274

Email Newsletter Subscriptions: 80,000

ERP System Vendors, including historic price list: 307

Typical landed cost stock holding necessary to achieve £6m in sales were floating £600k

Average 20-40% margin depending on economies of scale on each SKU

## Financials

1 January 2017 to 31 December 2020

- Users 3.1m
- Revenue £15m
- Conversion rate: 7.3%
- Sessions 5.3m

## Last Calendar Year

- Users 729k
- Revenue £2.7m
- Conversion rate: 5.59%
- 1.2m

Please Note: This item will be sold under current GDPR guidance to an organisation to use it for the same purpose for which the data was collected. The purchaser will therefore need to obtain their own consent from the data subjects (or otherwise secure their own lawful basis) to continue its use, and in order to market to them for a different purpose.

# PRIVATE TREATY SALE

Lot No.	Available Domain Names	Expiry Date	Lot No.	Available Domain Names	Expiry Date	Lot No.	Available Domain Names	Expiry Date
3	<a href="#">101toys.co.uk</a>	01/12/2021	78	<a href="#">fembody.co.uk</a>	14/02/2022	153	<a href="#">naturalfactors.asia</a>	14/04/2021
4	<a href="#">101toys.com</a>	01/12/2021	79	<a href="#">fembody.eu</a>	14/02/2021	154	<a href="#">naturalfactors.at</a>	09/04/2021
5	<a href="#">101toys.net</a>	30/10/2021	80	<a href="#">fembody.net</a>	14/02/2021	155	<a href="#">naturalfactors.be</a>	25/04/2021
6	<a href="#">101vitamins.co.uk</a>	19/02/2022	81	<a href="#">fertilaid.co.uk</a>	11/02/2022	156	<a href="#">naturalfactors.de</a>	31/03/2021
7	<a href="#">101vitamins.com</a>	19/02/2021	82	<a href="#">fertilaid.org.uk</a>	13/02/2021	157	<a href="#">naturalfactors.dk</a>	25/04/2021
8	<a href="#">101vitamins.net</a>	19/02/2021	83	<a href="#">fertilaidhealth.co.uk</a>	29/01/2022	158	<a href="#">naturalfactors.es</a>	06/04/2021
9	<a href="#">accufitness.co.uk</a>	22/07/2022	84	<a href="#">fertilitynaturals.co.uk</a>	29/01/2022	159	<a href="#">naturalfactors.eu</a>	22/07/2021
10	<a href="#">accufitness.eu</a>	22/07/2021	85	<a href="#">foodscienceofvermont.co.uk</a>	22/07/2022	160	<a href="#">naturalfactors.fi</a>	14/04/2021
11	<a href="#">accufitness.uk</a>	22/07/2021	86	<a href="#">foodscienceofvermont.eu</a>	22/07/2021	161	<a href="#">naturalfactors.fr</a>	08/03/2021
12	<a href="#">accumeasure.co.uk</a>	22/07/2022	87	<a href="#">foodscienceofvermont.uk</a>	22/07/2021	162	<a href="#">naturalfactors.it</a>	06/04/2021
13	<a href="#">accumeasure.eu</a>	22/07/2021	88	<a href="#">foxy.co.uk</a>	08/12/2022	163	<a href="#">naturalfactors.nl</a>	02/04/2021
14	<a href="#">accumeasure.uk</a>	22/07/2021	89	<a href="#">foxy.net</a>	13/10/2021	164	<a href="#">naturalfactors.nz</a>	14/04/2021
15	<a href="#">accumeasurefitness.co.uk</a>	22/07/2022	90	<a href="#">foxyclothing.co.uk</a>	04/10/2022	165	<a href="#">naturalfactors.pl</a>	06/04/2021
16	<a href="#">accumeasurefitness.eu</a>	22/07/2021	91	<a href="#">foxydeals.co.uk</a>	23/10/2021	166	<a href="#">naturalfactors.pt</a>	06/04/2021
17	<a href="#">accumeasurefitness.uk</a>	22/07/2021	92	<a href="#">foxyelectronics.co.uk</a>	24/04/2022	167	<a href="#">naturalfactors.se</a>	14/04/2021
18	<a href="#">adamshhealth.eu</a>	19/02/2021	93	<a href="#">foxyfit.co.uk</a>	05/01/2022	168	<a href="#">naturalpathsilverwings.eu</a>	22/07/2021
19	<a href="#">adamsguinn.co.uk</a>	04/01/2022	94	<a href="#">foxyfitness.co.uk</a>	04/01/2022	169	<a href="#">nowslim.eu</a>	22/07/2021
20	<a href="#">adamsvitamins.co.uk</a>	08/02/2021	95	<a href="#">foxyhealth.co.uk</a>	04/01/2022	170	<a href="#">onlynaturalhealth.eu</a>	23/07/2021
21	<a href="#">adamsvitamins.com</a>		96	<a href="#">foxysingles.co.uk</a>	27/05/2021	171	<a href="#">paw-paw.eu</a>	22/07/2021
22	<a href="#">agentdesign.co.uk</a>	27/02/2022	97	<a href="#">foxytickets.co.uk</a>	03/06/2021	172	<a href="#">planetarherbals.pl</a>	08/04/2021
23	<a href="#">agentdesign.uk</a>	27/06/2021	98	<a href="#">garden-of-life.co.uk</a>	22/07/2022	173	<a href="#">qualityoffelabs.eu</a>	22/07/2021
24	<a href="#">allterrainhealth.co.uk</a>	23/07/2022	99	<a href="#">garden-of-life.uk</a>	22/07/2021	174	<a href="#">scotchnaturals.eu</a>	22/07/2021
25	<a href="#">allterrainhealth.eu</a>	23/07/2021	100	<a href="#">happyhealth.co.uk</a>	15/11/2021	175	<a href="#">shikai.eu</a>	22/07/2021
26	<a href="#">allterrainhealth.uk</a>	23/07/2021	101	<a href="#">happyhealth.eu</a>	04/06/2021	176	<a href="#">superiorsource.eu</a>	21/03/2021
27	<a href="#">aromanaturals.co.uk</a>	22/07/2022	102	<a href="#">healthmonthly.com</a>	02/07/2021	177	<a href="#">superiorsource.pl</a>	08/04/2021
28	<a href="#">aromanaturals.eu</a>	22/07/2021	103	<a href="#">healthmonthly.eu</a>	04/06/2021	178	<a href="#">superiorsourcevitamins.eu</a>	22/07/2021
29	<a href="#">authenticproduce.co.uk</a>	06/04/2022	104	<a href="#">healthshop.co.uk</a>	12/03/2022	179	<a href="#">terrinnaturally.eu</a>	29/01/2022
30	<a href="#">authenticproduce.com</a>	06/04/2021	105	<a href="#">healthshop.eu</a>	31/03/2021	180	<a href="#">terrinnaturally.net</a>	29/01/2022
31	<a href="#">authenticproduce.net</a>	09/10/2021	106	<a href="#">healthshop.net</a>	04/02/2022	181	<a href="#">mahimafarlife.co.uk</a>	22/07/2021
32	<a href="#">authenticproduce.uk</a>	03/06/2021	107	<a href="#">healthshop.uk</a>	04/06/2021	182	<a href="#">maufantcarcentre.co.uk</a>	10/06/2021
33	<a href="#">autocarecarsales.com</a>	04/04/2021	108	<a href="#">healthybrands.co.uk</a>	26/01/2021	183	<a href="#">metabolife.co.uk</a>	23/07/2022
34	<a href="#">badgerbodycare.co.uk</a>	23/07/2022	109	<a href="#">herb-pharm.co.uk</a>	22/07/2022	184	<a href="#">metabolife.uk</a>	23/07/2021
35	<a href="#">badgerbodycare.com</a>	23/07/2021	110	<a href="#">herb-pharm.eu</a>	22/07/2021	185	<a href="#">mushroomsience.co.uk</a>	29/01/2022
36	<a href="#">badgerbodycare.eu</a>	23/07/2021	111	<a href="#">herblore.co.uk</a>	22/07/2022	186	<a href="#">natrolhealth.co.uk</a>	29/01/2022
37	<a href="#">badgerbodycare.uk</a>	23/07/2021	112	<a href="#">herblore.eu</a>	22/07/2021	187	<a href="#">naturalfactors.co.uk</a>	29/01/2022
38	<a href="#">barleans.co.uk</a>	20/01/2022	113	<a href="#">hmly.co.uk</a>	19/01/2022	188	<a href="#">naturalpathsilverwings.co.uk</a>	22/07/2022
39	<a href="#">bathimebaby.co.uk</a>	22/07/2022	114	<a href="#">hmly.uk</a>	09/12/2021	189	<a href="#">naturalpathsilverwings.uk</a>	22/07/2021
40	<a href="#">bathimebaby.eu</a>	22/07/2021	115	<a href="#">hopscothkids.eu</a>	23/07/2021	190	<a href="#">onlynaturalhealth.co.uk</a>	23/07/2022
41	<a href="#">bathimebaby.uk</a>	22/07/2021	116	<a href="#">hylands4kids.co.uk</a>	22/07/2022	191	<a href="#">onlynaturalhealth.uk</a>	23/07/2021
42	<a href="#">beatjersey.com</a>	06/08/2021	117	<a href="#">hylands4kids.eu</a>	22/07/2021	192	<a href="#">open-review.co.uk</a>	29/01/2022
43	<a href="#">bestfriendmoments.co.uk</a>	03/06/2022	118	<a href="#">hylandsbaby.co.uk</a>	22/07/2022	193	<a href="#">open-reviews.co.uk</a>	29/01/2022
44	<a href="#">bestfriendmoments.com</a>	03/06/2021	119	<a href="#">hylandsbaby.eu</a>	22/07/2021	194	<a href="#">paw-paw.co.uk</a>	22/07/2022
45	<a href="#">bestfriendmoments.eu</a>	03/06/2021	120	<a href="#">hylandshomeopathic.co.uk</a>	22/07/2022	195	<a href="#">paw-paw.uk</a>	22/07/2021
46	<a href="#">bioneurix.co.uk</a>	23/07/2022	121	<a href="#">hylandshomeopathic.uk</a>	22/07/2021	196	<a href="#">peelu.co.uk</a>	22/07/2022
47	<a href="#">bioneurix.uk</a>	23/07/2021	122	<a href="#">iplaybaby.co.uk</a>	21/03/2022	197	<a href="#">peelu.uk</a>	22/07/2021
48	<a href="#">bodyverde.co.uk</a>	22/07/2022	123	<a href="#">iplaybaby.eu</a>	21/03/2021	198	<a href="#">petmonthly.co.uk</a>	04/06/2022
49	<a href="#">bodyverde.eu</a>	22/07/2021	124	<a href="#">iplaybaby.uk</a>	22/07/2021	199	<a href="#">planetarherbals.co.uk</a>	21/03/2022
50	<a href="#">bodyverde.uk</a>	22/07/2021	125	<a href="#">irwinnaturals.co.uk</a>	22/07/2022	200	<a href="#">qualityoffelabs.co.uk</a>	22/07/2022
51	<a href="#">continentalvitamins.co.uk</a>	21/03/2022	126	<a href="#">jarrow.at</a>	02/04/2021	201	<a href="#">qualityoffelabs.uk</a>	22/07/2021
52	<a href="#">continentalvitamins.eu</a>	21/03/2021	127	<a href="#">jarrow.be</a>	25/04/2021	202	<a href="#">rainbowlighthhealth.co.uk</a>	21/03/2022
53	<a href="#">doctormercola.co.uk</a>	22/07/2022	128	<a href="#">jarrow.co.uk</a>	27/07/2022	203	<a href="#">re-body.co.uk</a>	14/02/2022
54	<a href="#">doctormercola.eu</a>	22/07/2021	129	<a href="#">jarrow.es</a>	06/04/2021	204	<a href="#">reservage.co.uk</a>	29/01/2022
55	<a href="#">doctormercola.uk</a>	22/07/2021	130	<a href="#">jarrow.eu.com</a>	06/04/2021	205	<a href="#">scotchnaturals.co.uk</a>	22/07/2022
56	<a href="#">doctors-best.co.uk</a>	29/01/2022	131	<a href="#">jarrow.fr</a>	06/04/2021	206	<a href="#">scotchnaturals.eu</a>	22/07/2021
57	<a href="#">doctorsbest.co.uk</a>	14/05/2022	132	<a href="#">jarrow.ie</a>	10/07/2021	207	<a href="#">senchanaturals.co.uk</a>	21/03/2022
58	<a href="#">doctorsbesteurope.com</a>	30/05/2021	133	<a href="#">jarrow.nz</a>	14/04/2021	208	<a href="#">sequoiafitness.co.uk</a>	22/07/2022
59	<a href="#">drbvitamins.co.uk</a>	04/06/2022	134	<a href="#">jarrow.pt</a>	06/04/2021	209	<a href="#">sequoiafitness.uk</a>	22/07/2021
60	<a href="#">drbvitamins.eu</a>	04/06/2021	135	<a href="#">jarrowhealth.co.uk</a>	29/01/2022	210	<a href="#">shikai.co.uk</a>	22/07/2022
61	<a href="#">drmercola.co.uk</a>	20/08/2022	136	<a href="#">jerseytickets.com</a>	04/08/2021	211	<a href="#">shikai.uk</a>	22/07/2021
62	<a href="#">drmercola.eu</a>	20/08/2021	137	<a href="#">jerseytrader.com</a>	22/05/2021	212	<a href="#">shoppingtheworld.co.uk</a>	10/03/2022
63	<a href="#">drsbest.co.uk</a>	25/04/2022	138	<a href="#">jerseytrader.net</a>	22/05/2021	213	<a href="#">similasan.uk</a>	22/07/2021
64	<a href="#">dyob.co.uk</a>	02/02/2021	139	<a href="#">jerseyweekly.co.uk</a>	23/06/2021	214	<a href="#">sourcenaturals.co.uk</a>	21/03/2022
65	<a href="#">dyob.net</a>	Reactivation still possible 9 days	140	<a href="#">jerseyweekly.com</a>	23/06/2021	215	<a href="#">superiorsource.co.uk</a>	21/03/2022
66	<a href="#">e-silk.co.uk</a>	18/07/2022	141	<a href="#">kiss-my-face.co.uk</a>	22/07/2022	216	<a href="#">superiorsourcevitamins.co.uk</a>	22/07/2022
67	<a href="#">e-silk.com</a>	01/06/2021	142	<a href="#">kiss-my-face.eu</a>	22/07/2021	217	<a href="#">superiorsourcevitamins.uk</a>	22/07/2021
68	<a href="#">e-silk.eu</a>	18/07/2021	143	<a href="#">kiss-my-face.uk</a>	22/07/2021	218	<a href="#">swanson.net</a>	22/08/2022
69	<a href="#">e-silk.net</a>	18/07/2021	144	<a href="#">ladibugs.co.uk</a>	22/07/2022	219	<a href="#">swson.co.uk</a>	11/07/2021
70	<a href="#">e-silk.org</a>	18/07/2021	145	<a href="#">ladibugs.eu</a>	22/07/2021	220	<a href="#">swson.uk</a>	11/07/2021
71	<a href="#">esilk.co.uk</a>	10/01/2022	146	<a href="#">ladibugs.uk</a>	22/07/2021	221	<a href="#">terrinnaturally.co.uk</a>	29/01/2022
72	<a href="#">esmoke.co.uk</a>	18/11/2021	147	<a href="#">lifeextensionhealth.co.uk</a>	29/01/2022	222	<a href="#">threеоaksgarage.co.uk</a>	13/05/2021
73	<a href="#">essentialsasia.com</a>	24/05/2021	148	<a href="#">littlesentials.co.uk</a>	20/02/2021	223	<a href="#">twin-lab.co.uk</a>	29/01/2022
74	<a href="#">fairhavenhealth.co.uk</a>	22/07/2022	149	<a href="#">mahimaforlife.eu</a>	22/07/2021	224	<a href="#">womensmonthly.co.uk</a>	30/06/2022
75	<a href="#">fairhavenhealth.eu</a>	22/07/2021	150	<a href="#">metabolife.eu</a>				
76	<a href="#">fairhavenhealth.net</a>	22/07/2021	151	<a href="#">mushroomsience.eu</a>	29/01/2022			
77	<a href="#">fairhavenhealth.uk</a>	22/07/2021	152	<a href="#">naturalfactors.africa</a>	14/04/2021			

## **NOTICE TO PURCHASERS – TENDER SALE**

Please ensure you read the below terms for this sale prior to placing offers:

### **VIEWING:**

- Due to the intangible nature of these lots viewing is not applicable but if you require any further information please contact [amarx@lsh.co.uk](mailto:amarx@lsh.co.uk)

### **IMPORTANT BIDDING INFORMATION:**

- Tender Sales are sealed bids so bidders cannot see what other interested parties are bidding. Please **ONLY** submit your **best and final offer**.

### **TENDER ENDS TIME:**

- All offers must be submitted by: **3.00pm on Thursday 6<sup>th</sup> May 2021 - AT WHICH TIME ALL OFFERS WILL BE REVIEWED AND CONSIDERED.** It is the Bidder's responsibility to check the bid amounts before confirming, as there will be no retraction of bids. All bids are legally binding.
- You will be notified if you are the winning bidder by email by **Monday 10<sup>th</sup> May**

### **OFFERS ACCEPTANCE – IMPORTANT NOTE:**

- **Acceptance of all offers is subject to approval by our client.**
- Lambert Smith Hampton reserves the right to reject any bids/offers which they feel does not reflect reasonable value
- Successful parties will be contacted as soon as possible once the sale has concluded and will be required to sign an agreement to the terms and conditions prior to an invoice being issued.

### **INSTRUCTIONS FOR BIDDING:**

- Access for bidding can be obtained through our website [www.lsh.co.uk/assetadvisory](http://www.lsh.co.uk/assetadvisory)
- Full details including valid email address must be provided in order to receive approval for bidding

### **BUYERS PREMIUM:**

- The purchaser will pay a buyer's premium of **5%** plus VAT (where applicable), which will be charged on all lots.
- The premium is not negotiable and will be paid by all buyers

### **PAYMENT TERMS:**

- All purchases are to be paid in full, no later than **3 days following the issue of invoice.**
- All queries regarding payment should be directed to our Sales Accounts team, [aaaccounts@lsh.co.uk](mailto:aaaccounts@lsh.co.uk)
- Please note that we do not have the facility to accept debit or credit card payments (the details required when signing up are for name and address validation purposes only).

**LAMBERT SMITH HAMPTON WILL NOT ACCEPT ANY CASH TRANSACTIONS WHICH EXCEED £7,000 UNDER ANY CIRCUMSTANCES.**

### **VALUE ADDED TAX:**

- These Intangible Assets are currently located in the TAX jurisdiction of Jersey. Therefore the following VAT /GST rules apply
- Assets bought by a resident of Jersey – No GST will be applied
- Assets bought by a resident of any other country – you will be invoiced under the reversed charge rules so no VAT/GST will be applied to your invoice but it will be your responsibility to apply any VAT due under your own jurisdictions rules where applicable
- VAT on Buyers Premium
  - UK Purchasers – Standard rate of 20%
  - Overseas Purchasers (including Jersey) will be zero rated as outside the scope of UK VAT/ but it will be your responsibility to apply any VAT/GST due under your own jurisdictions rules where applicable

### **RISK:**

- The bidder / buyer is at risk once the buyer is notified of his successful purchases and is 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.

### **CLEARANCE TERMS AND ARRANGEMENTS**

- All lots will be transferred to the successful parties once payment has been received in full and as agreed with the Auctioneer.

### **CONDITIONS OF SALE**

All lots will be sold subject to the Conditions of Sale by Private Treaty and the special Terms and Conditions in this Notice to Purchasers. Bidders are strongly advised to read them carefully.

### **TRANSFER OF LOTS:**

Lambert Smith Hampton will only accept payment from and permit removal of lots purchased by the successful purchaser or their duly appointed agent.

Please note: Such right title or interest in the Assets as is agreed to be transferred shall pass to the Buyer upon payment in full being made ('Transfer Date'). Sole risk in all the Assets shall pass to the Buyer immediately on the Transfer Date. No warranties or rebates to be given by the Vendor or their agents under any circumstances. The winning parties will be required to sign an agreement to the terms and conditions prior to an invoice being issued.

### **1. INTELLECTUAL PROPERTY:**

1.1. The Purchaser acknowledges that those Goods which include intellectual property rights may be subject to third party rights, licences, restrictions or deficiencies and may not be transferable to the Purchaser. The Purchaser undertakes to the Seller that it will make its own enquiries into all such matters and not to use such Goods without first obtaining any necessary licences, consents or registrations.

1.2. The Purchaser will indemnify and keep indemnified the Seller and its Agent against any and all actions, proceedings, claims, demands and costs whatsoever arising directly or indirectly out of any breach or non-observance by the Purchaser of this condition 1.

## **2. DATA PROTECTION:**

2.1. The Purchaser acknowledges that from the Transfer Date it is the Data Controller of the Personal Data of which the Seller was Data Controller at the Transfer Date and which was transferred by the Seller. The Purchaser agrees to use any Personal Data provided to it by the Seller or its advisers exclusively in connection with the running of businesses of the same type as the Business and to comply with the provisions of the General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) as Data Controller when dealing with any such Personal Data.

2.2. Notwithstanding any other provision of this agreement, the Purchaser undertakes that, on receipt of the Database on the Transfer Date, it shall:

- a) Duly observe all of its obligations as a Data Controller under Data Protection Act 1988 as amended to date which arise in connection with processing Customer Data and Employee Data;
- b) Comply with the eight Data Protection Principles set out in General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) and, in particular, it shall process the Database fairly and lawfully in accordance with the First Data Protection Principle for the purpose of the continued provision of details of the product(s) and services of the Business to the Customers and in connection with the employment of the Transferring Employees and in accordance with the terms and conditions set out in this agreement;
- c) Send a fair processing notice to each Customer identified in the Database within 28 Business Days of the Transfer Date;
- d) Respond to any request made by a Customer in relation to the provision of details of the product(s) and services in accordance with the rights of data subjects (as defined in the General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018)); and
- e) Obtain, and at all times maintain, a notification under General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) appropriate to the performance of its obligations under this agreement

2.3. The Purchaser shall not transfer any Personal Data (including, without prejudice to the generality of the foregoing, the Database) outside the European Economic Area without first obtaining the specific written consent of the subjects of that Personal Data.

2.4. The Purchaser shall fully indemnify the Seller and its Agent from and against all claims and losses incurred by the Seller which may be brought against or incurred by the Seller in respect of the processing of Personal Data, including the Database, by the Purchaser after the Transfer Date or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with the data protection obligations set out in this clause or any part of General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) by the Purchaser or its representatives after the Transfer Date

## **3. EXCLUSION OF PERSONAL LIABILITY:**

The Purchaser acknowledges that the Seller acts as agent of the Company. Neither the Seller nor their business organisation or its members or partners or its or their employees or agents shall incur any personal liability howsoever arising under or in connection with this invoice or the transactions hereby agreed or under any other agreement entered into pursuant to or in connection with this invoice.

## **OVERSEAS PURCHASERS:**

**Please Note – These assets are located in Jersey so overseas purchasers will be classed as any purchaser not located in Jersey**

Overseas purchasers must, on acceptance of offers, advise of their intentions to export their good immediately and notify our Sales Co-ordinator, Elaine Allan [[eallan@lsh.co.uk](mailto:eallan@lsh.co.uk) ]

Please also ensure that:

- (a) Your country, or the country to which the items are destined, holds no import restrictions on the goods that you wish to purchase.
- (b) The country has no import licence restrictions or a restriction on currency allocation.
- (c) The country has no prolonged inspection procedure, which might cause excessive delay in allowing your goods to be imported.
- (d) You receive a fully descriptive invoice in order that you may arrange payment as soon as possible with our bank.
- (j) You have read the Conditions of Sale and Special Conditions of Sale.

Please Note:

- (a) We will not allow removal of any Lot from the Sale site until our Accounts Department has received notification from our bankers that your payment has been properly cleared in full. Monies must be transferred to ourselves within the time stated in the "Notice to Purchasers"
- (b) International Bank Charges: Please note LSH will look to recover charges incurred on the transfer of the VAT deposit refunded.

## **Special Conditions of Sale**

### **1. Intellectual Property**

1.1. The Purchaser acknowledges that those Goods which include intellectual property rights may be subject to third party rights, licences, restrictions or deficiencies and may not be transferable to the Purchaser. The Purchaser undertakes to the Seller that it will make its own enquiries into all such matters and not to use such Goods without first obtaining any necessary licences, consents or registrations.

1.2. The Purchaser will indemnify and keep indemnified the Seller and its Agent against any and all actions, proceedings, claims, demands and costs whatsoever arising directly or indirectly out of any breach or non-observance by the Purchaser of this condition 1.

### **2. Data Protection**

2.1 The Purchaser acknowledges that from the Transfer Date it is the Data Controller of the Personal Data of which the Seller was Data Controller at the Transfer Date and which was transferred by the Seller. The Purchaser agrees to use any Personal Data provided to it by the Seller or its advisers exclusively in connection with the running of businesses of the same type as the Business and to comply with the provisions of the General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) as Data Controller when dealing with any such Personal Data.

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- a) Duly observe all of its obligations as a Data Controller under Data Protection Act 1988 as amended to date which arise in connection with processing Customer Data and Employee Data;
- b) Comply with the eight Data Protection Principles set out in General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) and, in particular, it shall process the Database fairly and lawfully in accordance with the First Data Protection Principle for the purpose of the continued provision of details of the product(s) and services of the Business to the Customers and in connection with the employment of the Transferring Employees and in accordance with the terms and conditions set out in this agreement;
- c) Send a fair processing notice to each Customer identified in the Database within 28 Business Days of the Transfer Date;
- d) Respond to any request made by a Customer in relation to the provision of details of the product(s) and services in accordance with the rights of data subjects (as defined in the General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018)); and
- e) Obtain, and at all times maintain, a notification under General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) appropriate to the performance of its obligations under this agreement

2.3. The Purchaser shall not transfer any Personal Data (including, without prejudice to the generality of the foregoing, the Database) outside the European Economic Area without first obtaining the specific written consent of the subjects of that Personal Data.

2.4. The Purchaser shall fully indemnify the Seller and its Agent from and against all claims and losses incurred by the Seller which may be brought against or incurred by the Seller in respect of the processing of Personal Data, including the Database, by the Purchaser after the Transfer Date or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with the data protection obligations set out in this clause or any part of General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) by the Purchaser or its representatives after the Transfer Date

### **3. Exclusion of Personal Liability**

The Purchaser acknowledges that the Seller acts as agent of the Company. Neither the Seller nor their business organisation or its members or partners or its or their employees or agents shall incur any personal liability howsoever arising under or in connection with this invoice or the transactions hereby agreed or under any other agreement entered into pursuant to or in connection with this invoice.

## PAYMENT DETAILS

◆ Purchasers should note that **GOODS MAY ONLY BE REMOVED FROM SITE UPON RECEIPT OF PAYMENT IN FULL IN CLEARED FUNDS**

◆ For the avoidance of doubt, CLEARED FUNDS is:

Telegraphic Transfer / BACS [see note 2]

**Credit / Debit cards / Cheques, Cash, Bankers Drafts **CANNOT** be accepted**

**PURCHASERS WHO MAKE OVER THE COUNTER PAYMENTS AT THE BANK WILL HAVE THEIR COLLECTION STALLED UNTIL THE BANK HAVE CONFIRMED IT IS A LEGITIMATE CASH PAYMENT.**

<b>(2) Telegraphic Transfers / BACS payments</b>	Purchasers who wish to make direct payments into our bank account can obtain bank details from the office following notification of successful bids. Please note timescales for payment, as follows ◆ Telegraphic payments : up to 24hrs ◆ BACS payments : 3 day  Payments direct into our bank account will not be accepted by any other method. For the avoidance of doubt over the counter credits are not an acceptable method of payment and is in breach of Lambert Smith Hampton payment terms particularly those that relate to the Money Laundering Act 2017
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## MONEY LAUNDERING REGULATIONS

Services provided by Lambert Smith Hampton in relation to the sale of assets fall under the Proceeds of Crime Act 2002. Accordingly we have put in place policies and procedures which are designed to prevent, forestall and identify acts of money laundering.

Lambert Smith Hampton will not accept transactions in cash which exceed £7,000 under any circumstances and Lambert Smith Hampton will take any action necessary to ensure that it does not contravene its obligations under the Money Laundering Regulations 2017. In the event that a purchaser entering into a business relationship with Lambert Smith Hampton, knowingly or unwittingly fails to comply with our policy Lambert Smith Hampton will have no choice than to treat this as a breach of the regulations. Where necessary ID will be sought by the company and consider a report to NCIS (National Criminal Intelligence Service)

**Should you have any queries on the above, please contact our AA Accounts Team on +44(0)2380 461643**





Lot No.	Description	Expiry Date
29	authenticproduce.co.uk	06/04/2022
30	authenticproduce.com	06/04/2021
31	authenticproduce.net	09/10/2021
32	authenticproduce.uk	03/06/2021
33	autocarecarsales.com	04/04/2021
34	badgerbodycare.co.uk	23/07/2022
35	badgerbodycare.com	23/07/2021
36	badgerbodycare.eu	23/07/2021
37	badgerbodycare.uk	23/07/2021
38	barleans.co.uk	20/01/2022
39	bathtimebaby.co.uk	22/07/2022
40	bathtimebaby.eu	22/07/2021
41	bathtimebaby.uk	22/07/2021
42	beatjersey.com	06/08/2021
43	bestfriendmoments.co.uk	03/06/2022
44	bestfriendmoments.com	03/06/2021
45	bestfriendmoments.eu	03/06/2021
46	bioneurix.co.uk	23/07/2022
47	bioneurix.uk	23/07/2021
48	bodyverde.co.uk	22/07/2022
49	bodyverde.eu	22/07/2021
50	bodyverde.uk	22/07/2021
51	continentalvitamins.co.uk	21/03/2022
52	continentalvitamins.eu	21/03/2021
53	doctormercola.co.uk	22/07/2022
54	doctormercola.eu	22/07/2021
55	doctormercola.uk	22/07/2021
56	doctors-best.co.uk	29/01/2022
57	doctorsbest.co.uk	14/05/2022
58	doctorsbesteuropa.com	30/05/2021
59	drbvitamins.co.uk	04/06/2022
60	drbvitamins.eu	04/06/2021
61	drmercola.co.uk	20/08/2022
62	drmercola.uk	20/08/2021
63	drsbest.co.uk	25/04/2022
64	dyob.co.uk	02/02/2021
65	dyob.net	Reactivation still possible 9 days
66	e-silk.co.uk	18/07/2022
67	e-silk.com	01/06/2021
68	e-silk.eu	18/07/2021
69	e-silk.net	18/07/2021
70	e-silk.org	18/07/2021
71	esilk.co.uk	10/01/2022
72	esmoke.co.uk	18/11/2021
73	essentialsasia.com	24/05/2021
74	essentials.com	29/09/2021

Lot No.	Description	Expiry Date
75	essentials.net	11/01/2022
76	essentials.co.uk	22/05/2021
77	essentials.uk	24/05/2021
78	essentials.eu	
79	essentials.us	23/04/2022
80	essentials.cn	17/03/2022
81	essentials.hk	01/08/2022
82	essentials.fr	23/02/2022
83	essentials.gg	Registered until cancelled
84	essentials.je	Registered until cancelled
85	essentials.mobi	15/07/2021
86	essentials.london	27/08/2021
87	fairhavenhealth.co.uk	22/07/2022
88	fairhavenhealth.eu	22/07/2021
89	fairhavenhealth.net	22/07/2021
90	fairhavenhealth.uk	22/07/2021
91	fembody.co.uk	14/02/2022
92	fembody.eu	14/02/2021
93	fembody.net	14/02/2021
94	fertilaid.co.uk	11/02/2022
95	fertilaid.org.uk	13/02/2021
96	fertilaidhealth.co.uk	29/01/2022
97	fertilitynaturals.co.uk	29/01/2022
98	foodscienceofvermont.co.uk	22/07/2022
99	foodscienceofvermont.eu	22/07/2021
100	foodscienceofvermont.uk	22/07/2021
101	foxy.co.uk	08/12/2022
102	foxy.net	13/10/2021
103	foxyclothing.co.uk	04/10/2022
104	foxydeals.co.uk	23/10/2021
105	foxyelectronics.co.uk	24/04/2022
106	foxyfit.co.uk	05/01/2022
107	foxyfitness.co.uk	04/01/2022
108	foxyhealth.co.uk	04/01/2022
109	foxysingles.co.uk	27/05/2021
110	foxytickets.co.uk	03/06/2021
111	garden-of-life.co.uk	22/07/2022
112	garden-of-life.uk	22/07/2021
113	happyhealth.co.uk	15/11/2021
114	happyhealth.uk	04/06/2021
115	healthmonthly.com	02/07/2021
116	healthmonthly.uk	04/06/2021
117	healthshop.co.uk	12/03/2022
118	healthshop.eu	31/03/2021
119	healthshop.net	04/02/2022

Lot No.	Description	Expiry Date
120	healthshop.uk	04/06/2021
121	healthybrands.co.uk	26/01/2021
122	herb-pharm.co.uk	22/07/2022
123	herb-pharm.uk	22/07/2021
124	herblore.co.uk	22/07/2022
125	herblore.eu	22/07/2021
126	hmly.co.uk	19/01/2022
127	hmly.uk	09/12/2021
128	hopscotchkids.eu	23/07/2021
129	hylands4kids.co.uk	22/07/2022
130	hylands4kids.uk	22/07/2021
131	hylandsbaby.co.uk	22/07/2022
132	hylandsbaby.uk	22/07/2021
133	hylandshomeopathic.co.uk	22/07/2022
134	hylandshomeopathic.uk	22/07/2021
135	iplaybaby.co.uk	21/03/2022
136	iplaybaby.eu	21/03/2021
137	iplaybaby.uk	22/07/2021
138	irwinnaturals.co.uk	22/07/2022
139	jarrow.at	02/04/2021
140	jarrow.be	25/04/2021
141	jarrow.co.uk	27/07/2022
142	jarrow.es	06/04/2021
143	jarrow.eu.com	06/04/2021
144	jarrow.fr	06/04/2021
145	jarrow.ie	10/07/2021
146	jarrow.nz	14/04/2021
147	jarrow.pt	06/04/2021
148	jarrowhealth.co.uk	29/01/2022
149	jerseytickets.com	04/08/2021
150	jerseytrader.com	22/05/2021
151	jerseytrader.net	22/05/2021
152	jerseyweekly.co.uk	23/06/2021
153	jerseyweekly.com	23/06/2021
154	kiss-my-face.co.uk	22/07/2022
155	kiss-my-face.eu	22/07/2021
156	kiss-my-face.uk	22/07/2021
157	ladibugs.co.uk	22/07/2022
158	ladibugs.eu	22/07/2021
159	ladibugs.uk	22/07/2021
160	lifeextensionhealth.co.uk	29/01/2022
161	littleessentials.co.uk	20/02/2021
162	mahimaforlife.eu	22/07/2021
163	metabolife.eu	23/07/2021
164	mushroomscience.eu	29/01/2022
165	naturalfactors.africa	14/04/2021
166	naturalfactors.asia	14/04/2021

Lot No.	Description	Expiry Date
167	naturalfactors.at	09/04/2021
168	naturalfactors.be	25/04/2021
169	naturalfactors.de	31/03/2021
170	naturalfactors.dk	25/04/2021
171	naturalfactors.es	06/04/2021
172	naturalfactors.eu	22/07/2021
173	naturalfactors.fi	14/04/2021
174	naturalfactors.fr	08/03/2021
175	naturalfactors.it	06/04/2021
176	naturalfactors.nl	02/04/2021
177	naturalfactors.nz	14/04/2021
178	naturalfactors.pl	06/04/2021
179	naturalfactors.pt	06/04/2021
180	naturalfactors.se	14/04/2021
181	naturalpathsilverwings.eu	22/07/2021
182	nowslim.eu	22/07/2021
183	onlynaturalhealth.eu	23/07/2021
184	paw-paw.eu	22/07/2021
185	planetaryherbals.pl	08/04/2021
186	qualityoflifelabs.eu	22/07/2021
187	scotchnaturals.eu	22/07/2021
188	shikai.eu	22/07/2021
189	superiorsource.eu	21/03/2021
190	superiorsource.pl	08/04/2021
191	superiorsourcevitamins.eu	22/07/2021
192	terrbynaturally.eu	29/01/2022
193	terrbynaturally.net	29/01/2022
194	mahimaforlife.uk	22/07/2021
195	maufantcarcentre.co.uk	10/06/2021
196	metabolife.co.uk	23/07/2022
197	metabolife.uk	23/07/2021
198	mushroomscience.co.uk	29/01/2022
199	natrolhealth.co.uk	29/01/2022
200	naturalfactors.co.uk	29/01/2022
201	naturalpathsilverwings.co.uk	22/07/2022
202	naturalpathsilverwings.uk	22/07/2021
203	onlynaturalhealth.co.uk	23/07/2022
204	onlynaturalhealth.uk	23/07/2021
205	open-review.co.uk	29/01/2022
206	open-reviews.co.uk	29/01/2022
207	paw-paw.co.uk	22/07/2022
208	paw-paw.uk	22/07/2021
209	peelu.co.uk	22/07/2022
210	peelu.uk	22/07/2021
211	petmonthly.co.uk	04/06/2022
212	planetaryherbals.co.uk	21/03/2022
213	qualityoflifelabs.co.uk	22/07/2022

Lot No.	Description	Expiry Date
214	qualityoflifelabs.uk	22/07/2021
215	rainbowlighthealth.co.uk	21/03/2022
216	re-body.co.uk	14/02/2022
217	reservage.co.uk	29/01/2022
218	scotchnaturals.co.uk	22/07/2022
219	scotchnaturals.uk	22/07/2021
220	senchanaturals.co.uk	21/03/2022
221	sequoiafitness.co.uk	22/07/2022
222	sequoiafitness.uk	22/07/2021
223	shikai.co.uk	22/07/2022
224	shikai.uk	22/07/2021
225	shoppingtheworld.co.uk	10/03/2022
226	similasan.uk	22/07/2021
227	sourcenaturals.co.uk	21/03/2022
228	superiorsource.co.uk	21/03/2022
229	superiorsourcevitamins.co.uk	22/07/2022
230	superiorsourcevitamins.uk	22/07/2021
231	swanson.net	22/08/2022
232	swson.co.uk	11/07/2021
233	swson.uk	11/07/2021
234	terrbynaturally.co.uk	29/01/2022
235	threeoaksgarage.co.uk	13/05/2021
236	twin-lab.co.uk	29/01/2022
237	womensmonthly.co.uk	30/06/2022

**1: Conditions**

These conditions, together with the special conditions (if any) of which the offer or is notified ("Special Conditions"), are the only terms and conditions subject to which Lambert Smith Hampton (the "Agent") as agents for the vendor (the "Vendor"), will invite offers and sell goods (the "Goods") by private treaty to a purchaser (the "Buyer"). Offering to purchase any goods shall be deemed to be an acceptance of these conditions.

**2: Application of Terms**

- 2.1 Subject to any variation under condition 2.3 the contract will be on these conditions together with the Special Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the contract simply as a result of such document being referred to in the contract.
- 2.3 These conditions apply to all the Agent's sales and any variation to these conditions and any representations about the goods shall have no effect unless expressly agreed in writing and signed by a director of the Agent.
- 2.4 Any notification by the Agent that the Vendor is willing to sell goods by private treaty is an invitation to treat. Each offer for goods by the Buyer to the Agent shall be deemed to be an offer by the Buyer to purchase goods subject to these conditions and the terms of the Special Conditions or such other special conditions offered by the Buyer and expressly agreed by the Agent in writing.
- 2.5 No offer made by an offer or shall be deemed to be accepted by the Agent until an oral acceptance or written acknowledgement is issued by the Agent. The issue of the oral acceptance or written acknowledgement by the Agent marks the conclusion of a contract of sale between the Vendor and the Buyer.
- 2.6 The Buyer must ensure that the terms of its offer and any applicable specification are complete and accurate.

**3: Inspection and Description**

- 3.1 Buyers have a responsibility to make their own inspection and investigation of the goods at the time(s) and at the premises specified, and to satisfy themselves on all matters affecting the goods, and to inspect and satisfy themselves prior to the sale, as to the condition and description of the goods, its fitness and suitability for purpose.
- 3.2 Goods are believed to be correctly described but all goods are sold with all faults, imperfections and errors of description.
- 3.3 Neither the Vendor nor the Agents, their servants or agents makes or gives, nor has any person in the employment of the Agents any authority to make or give, any representation or warranty in relation to any goods.

**4: Limitation of Liability**

- 4.1 Neither the Vendor nor the Agents, their servants or agents shall be liable for any loss or damage suffered by the Buyer arising out of or in connection with any defects or deficiencies in any of the goods purchased, errors of description in the auction catalogue, any mis-statements as to any matter affecting the goods or the failure of the goods to fulfill the functions for which they were intended
- 4.2 The Agent's and the Vendor's total liability for breach of contract or negligence is limited to the price paid for the goods.
- 4.3 Neither the Agents nor the Vendor shall be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise) incurred by the Buyer whatsoever.
- 4.4 Nothing in these conditions excludes or limits the liability of the Agents or Vendor for death or personal injury caused by their negligence or fraudulent misrepresentation.
- 4.5 Nothing in these conditions shall prejudice the statutory rights of a consumer who shall be bound by these conditions only insofar as they are consistent with such statutory rights.

**5. Conduct of Sale**

The Agent reserves the right in its absolute discretion to refuse admission to the premises and grounds where the goods are on display. The conduct of the sale shall be at the Agent's sole discretion. If any dispute of whatsoever nature relating to the sale shall arise, such dispute, shall be determined by the Agent in its absolute discretion, and whose decision shall be final and binding on all parties.

**6. Price**

The price payable by the Buyer for the purchase of the goods shall be the amount, offered by the Buyer and accepted by the Agent in accordance with condition 2, plus the buyer's premium and any other associated costs (if any) and VAT applicable at the prevailing rate

**7. Insurance**

As from the date and time of the contract being made, all risks in and relating to the goods shall pass to the Buyer and the Buyer is strongly advised to effect insurance for these risks at once. In no circumstances will the Agent or the Vendor be responsible if any goods or part thereof are lost, stolen, damaged or destroyed after the contract is made.

**8. Payment**

The Agent shall invoice the Buyer for the price of the goods after the contract is made. The full amount of the purchase price together with the buyer's premium and other associated costs (if any) and any applicable VAT shall be sent to the Agent to arrive not later than the final date for payment specified by the Agent (time of payment being of the essence) and in any case before the removal of the goods purchased. Payment shall not be deemed to have been made until the Agent is in receipt of cash or cleared funds.

**9: Title**

The Vendor shall only sell such title to the goods as he may have. Neither the Agent nor the Vendor warrants the Vendor's good title to any of the goods, and if it is found that the Vendor does not have title, or unencumbered title, to any of the goods purported to be sold under these conditions, the Buyer expressly agrees that it shall have no right either to rescind this contract or to claim damages or a reduction in the consideration paid or payable under this contract.

Title to the goods will not pass until:

- (a) all debts owed to the Agent by the Buyer (whether part-paid secured or otherwise) are settled, for the avoidance of doubt the debts shall not be settled until (where payment or part payment is made by cheque) all cheque(s) in question have been cleared; and
- (b) the goods have been removed from the premises where the sale is held or the goods are stored in their entirety.

**10: Removal**

No Goods or part thereof can be removed until payment in cleared funds (Cash, BACs, Chaps, approved Banker's Draft) has been made in full or where any part of the payment was made by cheque, the cheque has cleared in the Agent's account. The Buyer should make its own arrangements for removing Goods purchased and loading onto vehicles and no Goods shall be removed without the authority of the Agent and unless under the supervision of the Agent's servants or agents. Removal shall take place during the times agreed and must be completed by the time and date, as specified (and in every case time shall be of the essence).

Delivery of Goods sold will be made only to the Buyer and no transfer of any part of any Goods to any other person will be recognised.

Prior to the removal of any Goods the Vendor may rescind the contract for the sale of those Goods and refund to the Buyer any money paid by the Buyer for the Goods should any third party claim title to or possession of any part of the Goods.

The Buyer will be responsible for the removal of Goods and must provide his own labour, packing and equipment.

The Agent requires that in pursuit of safe working practice all equipment used for lifting and transporting heavy items which have been purchased by the Buyer should be covered by appropriate insurance, safety certification determined by current Health & Safety legislation at the time and registration documents (in particular but not limited to cranes, lifting tackle and fork lift trucks). Such documentation shall be produced to the Agent on request and if the Buyer fails to produce such documentation on request the Agent reserves the right to refuse to release the Goods and/or rescind the sale. Appropriate personal protective equipment, must be worn during these activities, and due regard paid to safe material handling practices. Equipment may only be used by operatives who have the valid and appropriate licenses to use such equipment

**11: Damage to Premises**

The Buyer shall be responsible for the removal of all the goods at his own expense and risk and such removal must be carried out safely and lawfully and in accordance with all conditions of safety of which it is notified. For the avoidance of doubt removal includes where applicable disconnection from the mains electricity supply and the detachment of any goods which are fixed. All electrical installations must be left in a safe condition during and after the removal and the use of explosives or flame cutting equipment or any other potentially hazardous or inflammatory process shall not be permissible on the premises without the express written consent of the Agent. 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 detaching, disconnecting or removing the goods purchased by the Buyer. The Buyer shall produce his insurance documentation to the Agent on request and if the Buyer fails to produce such documentation the Agent reserves the right to refuse to release the goods and/or rescind the sale. The Buyer shall indemnify the Agent for any damage or loss which the Agent may suffer in respect of loss, damage or injury suffered by the Buyer's agents or employees or any third party arising from the removal. At their discretion the Agent may require payment of a deposit to the Agent prior to and/or during the removal which will be refunded on the removal being completed to the Agent's satisfaction. If the Buyer refuses to deposit such monies, the Vendor or the Agent may refuse the Buyer access to the premises for the purposes of the removal of the goods and/or rescind the sale in which event the provisions of Condition 12 will apply. The Agent reserves the right to stop the removal of the goods by a Buyer, his agents or employees if it appears to the Agent or its agents or employees that the removal is being carried on in an unsafe or unsatisfactory way and/or rescind the sale in which event clause 12 will apply.

**12: Default by Buyer**

Upon failure by the Buyer for whatsoever reason:

- (i) to pay a deposit in full if required under the Conditions of Sale; or
- (ii) to pay the purchase price in full on the due date; or
- (iii) to provide any documentation required under these conditions; or
- (iv) to remove the goods in a safe or satisfactory way;
- (v) or to remove any goods from the premises on or before the date specified for removal,

The Vendor will be entitled to rescind the contract forthwith without incurring any liabilities to the Buyer and, without prejudice to any claims of the Vendor and/or the Agent against the Buyer arising from breach of contract or otherwise, upon rescission as aforesaid the following provisions apply:

- (a) All monies deposited in part payment will be forfeited and used to pay the Vendor's and/or Agent's expenses referred to in paragraph (d) below;
- (b) If the goods have been removed in breach of these conditions, the Vendor and/or the Agents, their servants or agents may enter the premises of the Buyer to recover such goods;
- (c) Goods may be re-sold or otherwise disposed of by the Agent in the manner they feel appropriate at their sole discretion and any deficiency arising upon the resale together with the expenses of it shall be due as a debt from the buyer in default upon the first sale. The buyer consents to such a resale on the Agent's 'Conditions of Business' applicable at the time of resale. Neither the Agent nor the Vendor shall be liable to account to the Buyer in the event of a resale at a higher price than the price contract to be paid by the Buyer
- (d) The Buyer will be responsible from the specified time for final removal for all losses and expense incurred by the Vendor and/or the Agent including storage, security and removal expenses, the costs of re-selling or disposing of the Goods and sales commission.

**13: Agent**

The Agent acts only as agent for and on behalf of the Vendor and shall not be held responsible for any action or default on the part of either or the Buyer. Any concluded contract of sale is made directly between the Vendor and the Buyer.

**14: Accident or Damage**

Neither the Agent nor the Vendor will accept any responsibility for any accident, (except for that arising out of its negligence of its agents or employees resulting in the death or personal injury) howsoever caused to any person which may occur whilst on the Agent's premises, Vendor's premises used in connection with the sale of storage of the goods before during or after the sale and any person entering the premises does so at his own risk and is deemed to have notice of the conditions of the premises and their contents.

**15: VAT**

The price of the goods is exclusive of value added tax which, where applicable, the Buyer shall be additionally liable to pay to the Agent.

**16: Health & Safety at Work**

It is expressly brought to the Buyer's attention and that of potential buyers, at the time of sale, any item of plant, machinery or equipment contained in the goods may not necessarily comply with the Health and Safety at Work Act 1974; the Environmental Protection Act 1995; Construction Design and Management Regulations 2015 or any other Act of Parliament or regulations thereunder governing the use of that plant, machinery or equipment in a working environment. Buyers of any such plant, machinery or equipment are hereby required to ensure so far as reasonably practicable that such item will be safe and without risk to health and that the use of any such items at a place of work within the United Kingdom does not contravene any such Act of Parliament or regulation applicable to such use.

**17: Dangerous Substances**

It is expressly brought to the attention of Buyers (and potential buyers) that certain types of plant or main service installations could contain blue and white asbestos, dangerous chemicals, hazardous waste which if not handled correctly during their removal from the premises could be in breach of the Health and Safety at Work Act 1974 Sections 2-9, Control of Substances Hazardous to Regulations 2002 (COSHH) or other current legislation regulating the use of such substances in a working environment. The Buyer shall ensure so far as is reasonably practicable that they comply with the Health and Safety at Work, COSHH and other current legislation in connection with the removal, handling and transport of such dangerous substances and or hazardous waste or shall employ a specialist contractor to remove them. The Buyer shall, on request, satisfy the Agent in relation to its removal procedures and the removal of waste materials must be undertaken by an approved and licensed contractor. The Buyer will indemnify the vendor, their servants or agents against any contractor's failure to comply with this regulation.

**18: The Consumer Protection Act 1987**

No goods are sold as new.

**19: Notices**

Any notices or other communications shall be in writing and, if sent by post, shall be deemed to have been received by the addressee on the second working day after posting or, if the addressee is outside the United Kingdom, on the fifth working day after posting. If any written notice is delivered by hand it shall be treated as having been received at that time. Any notice sent to the Agent shall be sent to the Agent's address as set out in the sale documentation. Any notice which the Agent sends to the Buyer may be sent to the Buyer's last address known to the Agent.

**20: Third Party Rights**

Save as expressly provided in these conditions no term of these conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 2001 by a third party.

**21: Governing Law**

These Conditions and any specific Conditions shall be governed by and construed in accordance with English law.

**22: Severability**

In the event that any provisions of these conditions shall be held unenforceable for any reason, the remaining conditions shall remain in full force and effect.