



Associated Surveyors & Auctioneers Ltd.
協聯估值及拍賣行有限公司

茲承 香港高等法院或區域法院命準於下列日期在本拍賣行位於香港九龍紅磡民裕街 30 號興業工商大廈 10 字樓 A1 室內將存在以下地點的物品公開拍賣：

如拍賣當日上午八時正或之後仍然懸掛八號或以上熱帶氣旋警告信號，黑色暴雨警告信號或政府發出『極端情況』之公佈，當日之拍賣將更改在下一個工作日進行，敬請留意。
如上述情況於上午八時前已取消，則當日之拍賣將如常進行。

拍賣日期及時間： 2023 年 10 月 25 日（星期三）上午 11 時正

*** 是日 零 拍賣 ***

拍賣日期及時間： 2023 年 10 月 26 日（星期四）上午 11 時正

1) **DISTRAINT NO. DCDT 3440 OF 2023**

看貨地址： 香港中環雲咸街 60 號中央廣場地下 01 號鋪

貨物性質： 餐廳傢俱、電器、廚具及酒精飲品

有興趣者可前往看貨或致電本行查詢，各物照法院所封者當眾拍賣，以價高者得。歡迎任何人士參加競投。投得者須立即將全部貨款以現金、FPS 轉數快或銀行本票繳足。並限於指定期內將該貨物出清。下槌之後，若有錯漏或意外之事，俱歸買者自理，而代理人均無須承擔任何性質的法律責任。特此聲明。《此拍賣亦可在下槌前取消而不作任何預先通知》。

協聯估值及拍賣行有限公司
電話：2522 2088 傳真：2810 6549



Associated Surveyors & Auctioneers Ltd.
協聯估價及拍賣行有限公司

PUBLIC AUCTION

The undersigned have received instructions from the Registrar, High Court or District Court, HKSAR, to sell by Public Auction at the Sales Room at Room A1, 10/F, Summit Building, 30 Man Yue Street, Hung Hom, Kowloon, Hong Kong.

When Tropical Cyclone Warning Signal No. 8 or above is hoisted, an “extreme conditions” announcement or a Black Rainstorm Warning is issued by the Government at 8AM or later, the auction will be scheduled on the next working day. If the above situation is cancelled before 8 AM, the auction will proceed as usual.

At 11:00am on Wednesday 25th of the October 2023

*** No Auction ***

At 11:00am on Thursday 26th of the October 2023

1) DISTRAINT NO. DCDT 3440 OF 2023

The goods and chattels seized: Shop No.01 on the Ground Floor (forming part of the Commercial Accommodation) of THE CENTRIUM, 60 WYNDHAM STREET, CENTRAL, HONG KONG

Nature of Goods: Restaurant furniture, electric items, kitchen essential items & alcoholic beverage

All members of the public are welcome to attend the public auction, and any interested parties can contact our office by telephone to arrange for an inspection of the distrained properties and for details of terms and conditions. [This auction can be cancelled before hammer down without prior notice.]

Terms: full payment in cash or banker’s cheque or FPS on fall of hammer.

Associated Surveyors & Auctioneers Ltd

Tel : 2522 2088 Fax : 2810 6549

Notice of Auction

Associated Surveyors & Auctioneers Limited

An auction for sale of goods and materials will be held by **Associated Surveyors & Auctioneers Limited** at Unit A1, 10th Floor, Summit Building, 30 Man Yue Street, Hungghom, Kowloon at 11:00 a.m. and on the date specified in the auction list attached hereto ("Auction List").

Terms and conditions of the auction sale ("Conditions")

1. The Auctioneer's Capacity

Associated Surveyors & Auctioneers Limited ("Auctioneer") has received instructions from the registrar of the court or tribunal of Hong Kong mentioned in the Auction list ("Registrar") to sell for and on behalf of the bailiff of the same court or tribunal ("Bailiff") the goods seized by the Bailiff mentioned in the Auction List in execution of a writ, warrant or other process of execution under the action number specified in the Auction List. In the case the goods are distrained pursuant to a warrant of distress issued by a magistrate of Hong Kong, the Auctioneer has received instructions from the bailiff appointed under that warrant of distress (in that case also known as "Bailiff") to sell the same for and on its behalf.

2. Auction List

The goods listed in the Auction List separately or in lot (as the case may be) ("goods") will be available for inspection at the location specified therein ("Location") on the date of the newspaper announcement concerning the auction of these goods.

3. Bidders' obligation to inspect

(a) Goods auctioned have usually been used and experienced wear and tear. All goods are sold with all faults and imperfections and errors of description. Bidders should also note that the Auctioneer has not tested any electrical or mechanical goods prior to the sale (whether in respect of their ability to function, their safety of operation or otherwise) and bidders are solely responsible for testing such goods before using them.

(b) As regards any goods in which bidders are interested, each bidder undertakes: (i) to inspect and satisfy himself prior to the sale as to the condition and description of the goods; (ii) to rely on his own judgment as to whether the goods accord with their description; (iii) to seek any independent expert advice reasonable (in light of his particular expertise and the value of the goods) to satisfy himself as to authorship, attribution, authenticity genuineness, origin, date, age, provenance and condition of the goods.

(c) Bidders will be deemed to have inspected the goods and acknowledged the conditions of the goods whether an inspection of goods is made or not. Bidders will be deemed to have knowledge of all matters which they could reasonably have been expected to find out given their particular expertise and the exercise by them of reasonable due diligence.

4. Exclusion of Liability

(a) In relation to the goods which a bidder has made the highest bid accepted by the Auctioneer, the Auctioneer gives no guarantees or warranties to that bidder (or his disclosed principal) ("buyer") and any implied warranties or conditions are excluded (save in so far as such obligations cannot be excluded by statute).

(b) In particular, any representation, or oral, and including those in the Auction List, report, commentary, valuation, in relation to any aspect or quality of any goods including price or value, (i) are statements of opinion only; and (ii) may be revised prior to the goods being offered for sale (including whilst the goods is in public view); and (iii) none of the Auctioneer or any agent, employee, director of the Auctioneer shall be liable for any errors or omission in any such representation.

5. Limitation on Claims by Buyers

Without prejudice to Condition 4 above, and save insofar as it relates to any liability which the Auctioneer may have for personal injury or death, any claim against the Auctioneer by the buyer shall be limited to the price at which goods is knocked down by the Auctioneer to the buyer ("hammer price") with regard to those goods.

6. The Bailiff's Liability to the Buyer

The Registrar's and the Bailiffs' liability to the buyer are limited to the same extent as the Auctioneer's obligations to that buyer. Any express or implied conditions or warranties are excluded save insofar as it is not possible to exclude obligations implied by statute.

7. At the Sale

(a) If a bidder makes a bid at auction, he does so as principal and will be held personally and solely liable for that bid, unless the Auctioneer has previously agreed with the bidder in writing that he does so on behalf of an identified third party who is acceptable to the Auctioneer. In circumstances where the Auctioneer has so agreed, both the bidder and the third party will be jointly and severally liable for all obligations arising from the bid and the third party shall be bound by these terms and conditions by the bidder's bidding as his agent in the same way as if he were bidding personally.

(b) The person who makes the highest bid accepted by the Auctioneer shall be the buyer. The fall of the Auctioneer's hammer marks the acceptance of the highest bid and identifies the hammer price at which the goods are knocked down by the Auctioneer to the buyer. The fall of the Auctioneer's hammer also marks the conclusion of a contract of sale between the Bailiff and the buyer.

8. Payment

(a) Immediately after the conclusion of the relevant session of the auction in which the goods were sold, the buyer shall pay the full purchase price either by cashier order drawn by a licensed bank in Hong Kong made payable to the Auctioneer, by cash, by EPS or other electronic payment system (such as Faster Payment System ("FPS")).

(b) Time for payment is of the essence. The goods shall be at the buyer's risk from the fall of the hammer and must be paid for in full and made good before title in the goods passes to the buyer.

9. Collection of the Goods

A delivery note will be issued by the Auctioneer to the buyer immediately after payment by the buyer for the goods ("Delivery Note"). The buyer shall collect the goods from the Location by the time and date specified in the Delivery Note. Time of collection of goods is of the essence. The buyer shall collect the goods in a peaceful and orderly manner.

10. Remedies for Non-payment

If a buyer has defaulted in payment of the full purchase price for the goods in accordance with Condition 8 above, or has defaulted in collecting the goods in accordance with Condition 9 (in each case, a "defaulting buyer") above, the Auctioneer shall, at its absolute discretion, and without prejudice to any other rights which the Registrar, the Bailiff and the Auctioneer may have, be entitled, either for itself or as agent for the Bailiff, to exercise any one or more of the following rights or remedies:

- (a) to commence proceeding against the defaulting buyer for damages for breach of contract;
- (b) to rescind the sale of that or other goods sold to the defaulting buyer at the same or any other auction;
- (c) to apply any payments made by the defaulting buyer as part of the purchase price or otherwise towards any costs or expenses incurred in connection with the sale of the goods;
- (d) (in the case of a buyer who defaults in paying the purchase price for the Goods in accordance with Condition 8 above) to resell the goods or cause it to be resold by public auction or private sale, and on such terms as the Auctioneer deems fit. The net sale proceeds will be applied in reduction of the defaulting buyer's debt. If a re-sale should result in a lower price than the original hammer price obtained, the Auctioneer and the Bailiff shall be entitled to claim the balance from the defaulting buyer together with any costs incurred in connection with the default buyer's failure to make payment. If the re-sale should result in a higher price than the original hammer price obtained, the entire re-sale proceeds together with the surplus shall be paid to the Bailiff. In such case, the defaulting buyer waives any claim which he may have to title to the goods and agrees that any re-sale price shall be deemed commercially reasonable;
- (e) to remove, store and insure the goods at the expense of the defaulting buyer;
- (f) to retain that or any other goods sold to the same defaulting buyer at the same or any other auction and release it only after payment of the purchase price;
- (g) to reject or ignore any bids made by or on behalf of the defaulting buyer at any future auction;
and
- (h) to exercise a lien on any property of the defaulting buyer which is in the Bailiffs possession for any purpose.

11. Dutiable Goods and Commodity

When the goods of a dutiable nature are offered for sale the amount of duty payable before the goods can be released to the buyer will be indicated on the Auction List and the goods will only be sold to persons in possession of a valid license to trade in the particular commodity.

12. Motor Vehicles

(a) Without prejudice to the generality of Condition 2 hereof, motor vehicles are sold with no warranty, statement or representation that they comply in any respects with the provisions of any enactment relating to the construction and use of vehicles. These vehicles may be registered and licensed provided that the buyer is able to satisfy the Commissioner for Transport's requirements for such registration and licensing, including that all particulars shown on the vehicle have not been tampered with and that the vehicle in question can pass the required inspection conducted by a Transport Department Vehicle Examination Centre. No warranty, statement or representation is given that the Commissioner for Transport's approval will be given. The buyer is required to register the vehicle in his name to effect the change in ownership or to report destruction of the vehicle together with the necessary documents to the Transport Department in accordance with the Road Traffic (Registration & Licensing of Vehicles) Regulations (Cap. 374 of the Laws of Hong Kong).

(b) Registration numbers of the vehicles are not including in the auction sale and for identification purposes only.

(c) The buyer should observe the following phase in the delivery note:

(i) Subject to the final decision of the Transport Department, the successful buyer is to be responsible for the payment of fixed penalties, other expenses and costs, **if any**, imposed on the vehicle he has acquired; and

(ii) The successful buyer is required to comply with any requirements which may be imposed by the Transport Department and other authority (if any) on the vehicle he has acquired.

(iii) No warranty, statement or representation is given that the Commissioner for Transport's approval will be given for registration and licensing of the vehicle.

13. Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong)

Potential bidders are reminded that they must comply fully with the provisions of the Prevention of Bribery Ordinance (Cap 201 of the Laws of Hong Kong). In particular, note should be taken of Section 7 of the Ordinance, which relates to auction conducted by or on behalf of a public body. Copies of Section 7 (Bribery in relation to auctions) and Section 12 (Penalty for offences) of this Ordinance are freely available from the auctioneers upon request.

14. Cartel Bidding

Bidders shall not collude with each other in their bidding or their abstention from bidding for the goods. Without prejudice to the generality of Condition 17 below, the Auctioneer shall have the right to refuse admission of bidders whom the Auctioneer has reasonable ground to suspect or believe are involved in such collusion. In the event a buyer and other colluding bidders are found to be in default of this requirement, each of them shall indemnify each of the Bailiff and the Registrar from and against all claims, actions, liabilities, losses (including all pecuniary and financial losses), costs and expenditures which the Bailiff or the Registrar may suffer or incur arising from their default.

15. Environmental Awareness in Disposal of Stores

The buyer shall at all times comply with all applicable laws, regulations, codes of practice and other similar controls and advice made or issued by the Government or any other regulatory body relating to the protection of environment (including without limitation the prevention of pollution of any land, water or air due to the release, escape or other emission of any substance including radioactive substances or the production, transportation, storage, treatment, recycling or disposal of waste or the making of noise).

16. Personal Data (Privacy) (Amendment) Ordinance

The buyer as well as its agents, shall ensure the compliance with the requirements in data protection principles under Sections 2 and 4 of the Personal Data (Privacy) (Amendment) Ordinance that:

- (a) not to keep personal data longer than necessary for the fulfillment of the purpose for which the data is to be used (see Section 2(2) of Personal Data (Privacy) (Amendment) Ordinance);
- (b) to prevent unauthorized or accidental access, processing, erasure, loss or use of the relevant personal data (see Section 4(1) of the Ordinance).

17. Auctioneer's Right

The Auctioneer has the right to, at his/her absolute discretion, to refuse to allow any person/organization to participate in the auction and to refuse admission to the auction venue to any person.

18. Governing Law

These Conditions and any amendment to them shall be governed by and interpreted and construed in accordance with the laws of Hong Kong.

19. Jurisdiction

The Auctioneer, all buyers and bidders at the Auction agree that the courts of Hong Kong are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation, or performance of, or the legal relationships established by, these Conditions or otherwise arising in connection with these Conditions.

20. Severability

If any provision of the Contract is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of the Contract, all of which shall remain in full force and effect.

21. Personal details

Upon the request of the Auctioneer, the buyer and all bidders at the auction agree to provide (in a form acceptable to the Auctioneer) written confirmation of their names, permanent addresses, proofs of identity and creditworthiness.

22. Rainstorm Warning, Typhoon and Extreme Conditions

In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or a Black Rainstorm Warning Signal or "extreme conditions after super typhoons" announced by the Government, the auctioneer would, after consulting Bailiff Section, arrange the auction on the scheduled auction day or on the next working day.

23. Miscellaneous

- (a) The headings do not form part of these Conditions.
- (b) No act, failure to act, or partial act by the Auctioneer or the Bailiff or the Registrar shall be deemed a waiver of any of their respective rights hereunder.
- (c) The singular includes the plural and vice versa, where the context requires.
- (d) Each gender includes the others.
- (e) These Conditions shall not be assignable by the buyer without the prior written consent of the Auctioneer and the Bailiff. However, these Conditions shall be binding on the buyer, and any bidder's successors, assigns, trustees, executors, administrators and representatives.
- (f) For the purposes of these Conditions, "working day" means any day other than Saturday, Sunday, a public holiday or a gale warning day as defined in sections 3 and 71(1) of the Interpretation and General Clauses Ordinance, Cap. 1 of the Laws of Hong Kong.

Associated Surveyors & Auctioneers Limited

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