





## Terms & Conditions of Sale

1. Subject to any reserve price and the Vendor's right to bid, the highest bidder shall be the purchaser and in the event of any dispute the lot may be re-offered and the Auctioneer's decision shall be final.
2. Advances in the bidding shall be regulated by the Auctioneer and unless otherwise advised will be at least twenty percent in advance of the previous bid, no party will be allowed to retract the bid after once taken.
3. The Auctioneer may, without giving any reason, refuse to accept the bid of any person.
4. On the fall of the hammer the Purchaser shall give their name and address and shall (if required) immediately pay down twenty-five cents in the dollar in part payment of the purchase money, such payment to be applied to the lot so purchased or the entire invoice of purchases by such buyer. The purchaser shall complete the Buyer's Bid Card, in default the lot or lots so purchased may, at the Auctioneer's absolute discretion be immediately put up again and resold.
5. The purchaser shall be deemed to be the Principal unless prior to the sale they have disclosed to the company that they will be bidding on behalf of a Principal whose name and address shall be disclosed to the Auctioneer.
6. The Purchaser and the Vendor authorise the Auctioneer and/or the Auctioneer's clerk to sign on their behalf the sale book which with these conditions shall, except as otherwise provided by State or Federal law, constitute the whole contract between the Vendor and the Purchaser to the exclusion of everything else.
7. On the fall of the hammer each lot shall be at the PURCHASER'S RISK AND EXPENSE and shall be paid for in CASH immediately on completion of the sale, and prior to delivery but in the event of delivery being made or possession obtained by the Purchaser or their Representative, prior to payment IN FULL of the purchase money the TITLE in the lot shall not pass to the Purchaser. A 20% buyers premium (+ gst) of the hammer price is charged on all lots sold.
8. Except as otherwise provided by State or Federal Law, no condition or warranty is implied by the Auctioneer with any lot offered. As all lots are open for inspection prior to the commencement of the sale, it is assumed that the goods have been inspected and are sold with all faults, if any. Except as otherwise provided by State or Federal law, no compensation shall be made in respect of any fault or error of description of any lots sold, no lot shall be sold or deemed to be sold by catalogue description.
9. Any statement as to the quantity of goods is approximate only and is represented to the Company. The company gives no warranty that quantities as stated are correct. In addition to any other rights the Purchaser may have compensation for shortages in quantity shall be given if demanded in writing before delivery of the goods. In the event of any dispute as to compensation, dispute shall be settled by an arbitrator who shall be a person mutually agreed upon by the parties.
10. No purchases may be removed until after the conclusion of the Auction: all purchases must be paid for and collected within two (2) working days of the completion of the sale or as specified at the time of sale. If not paid for and collected within the specified time frame the purchaser will be liable for a \$5 PER DAY PER LOT storage charge.
11. If any Purchaser shall fail to comply with these conditions or if any cheque given on account of the purchase is dishonoured, any monies which such Purchaser shall have paid to the Auctioneers on account of their purchase of purchases shall be absolutely forfeited to the Vendors and the Vendors or the Auctioneers shall be at liberty to sue such Purchaser for damages, or at their option to resell the lot in any manner and upon such terms and conditions as they think proper.
12. All losses and expenses incurred by the Vendor or the Company resulting from any resale and all damages which the Vendor or the Company may sustain hereby shall be recoverable from the Purchaser as liquidated damages and the Vendor or the Company shall not be obligated to give any notice of such resale. Without limiting the generality of the foregoing, the company shall be entitled in the event of such resale to:
  - A) The amount of any commission lost on a purchase as the result of the Purchaser not proceeding with the purchase.
  - B) The costs of advertising in respect of any such purchases.
13. Customers unknown to us will receive a pro form invoice, goods will not be released until payment and clearance is complete. The prices are in \$AUD and exclude postage and packaging. Postage and packing can be arranged and will incur a \$20 handling fee.

**WARNING** If is an offence against the Auctioneers and Agents Act 1941 for any person to engage in, or to induce or attempt to induce another person to engage in, any collusive practice which may hinder free and open competition at an auction sale, whether by a) restricting the bidding b) abstaining from bidding or c) any other activity which may hinder free and open competition. Section 85C. The actual successful bidder at an auction sale must give to the Auctioneer or an employee of the Auctioneer on the day of the auction his/her name or, where he/she acts as an agent the name of his/her Principal. It is an offence not to do so. Terms are cash, eftpos, visa, mastercard (1% surcharge apply) and American Express (3.2% surcharge applies) and direct deposit. Cheque by prior arrangement only and at management's discretion. 20% buyers premium (+GST) applies to all lots sold.