

TERMS AND CONDITIONS OF AUCTION SALE

1. All persons intending to bid must have a buyer's number. No bid will be accepted without a registered number.
2. No person shall be entitled to bid unless prior to the commencement of the sale he has made arrangements satisfactory to the auctioneer for the payment of any stock and/or property sold to him.
3. A bidder shall be deemed to be a principal unless, prior to bidding he has given to the auctioneer a copy of a written authority to bid for an on behalf of a person.
4. **All buyers intending to pay for purchases with a personal cheque are required to provide identification.**
5. The auctioneers reserve the right to request a bank cheque or clearance of cheque's if the purchaser is not known to the auctioneers.
6. Subject to any reserve price, the highest bidder shall be the purchaser.
7. The vendor reserves the right to make bids by the Auctioneers or by the vendors agent for any lot offered.
8. The auctioneer may, without giving any reason, refuse to accept any bid of any person or persons which in his opinion is not in the best interest of the vendor. The auctioneer may decline the offer for any lot or withdraw any lot from sale.

9. In the event of a disputed bid the auctioneer shall be the sole arbitrator and his decision shall be final. The relevant lot or lots may at the option of the auctioneer be put up again and resold.

10. As soon as practicable after the fall of the hammer the purchaser shall sign the agreement (if any) for the sale.

11. Terms strictly settlement of account on day of sale.

12. The purchase money for stock and/or property agreed to be purchased shall become payable upon the fall of the hammer and all stock and/or property sold shall be paid for in full in cash before delivery and, notwithstanding, the auctioneer may require a purchaser at any time either before, during or after the sale to deposit with him the whole or any part of the purchase money.

13. Title to stock and/or property agreed to be purchased shall not pass to the purchaser until the full purchase money for same has been paid and in the event of delivery being made to or possession obtained by the purchaser or his representative prior to payment of all the purchase money such delivery of possession shall be pro forma only until payment in full of the purchase money or of any cheque given on account of same and the purchaser shall hold the stock and/or property in trust as bailee only for the vendor and (notwithstanding anything herein to the contrary) no property therein shall pass to the purchaser who shall nevertheless be responsible for the safety thereof and until such time as the purchase money is fully paid shall not deal with the stock and/or property in any way whatsoever inconsistent with the title of the vendor.

14. Notwithstanding the giving of delivery or possession of stock and/or property sold the vendor or his agent shall be at liberty to possess the same at any time while the purchase moneys remain unpaid and for that purpose to enter upon lands or premises of the purchaser and if the purchaser shall neglect or fail to comply with any of these terms and conditions, any stock and/or property knocked down to him may be resold by public auction or private contract in such lots and in such manner as the agent of the vendor may decide with or without notice at the purchasers risk who will be held responsible for all loss and expense arising out of any such resale and who agrees to indemnify the vendor and the vendors agent with respect thereto and shall not participate in the profit (if any) accruing therefrom.

15. All goods which have been paid for in full must be removed by the purchaser at the purchasers' expense.
16. Should the purchaser fail to comply with any of the above conditions all money received in part payment shall be absolutely forfeited to the vendor and all lots uncleared may be resold by public auction or private contract and the deficiency (if any) on such resale, together with all costs and charges attending shall be made good by the defaulter at the sale.
17. Whilst every care has been taken in the advertising and in the compilation of a catalogue, the auctioneers and / or vendors accept NO RESPONSIBILITY for any incorrect description and make no warranty whatsoever. Measurements and quantities shown are approximate and intended only as a guide to prospective purchasers. The whole of the lots having been made available for inspection, no allowance or refunds will be made, nor will any buyer be permitted to reject any lot on the grounds that it is not correctly described, the said lots are to be taken with all faults (if any).
18. All conditions and warranties expressed or implied by law (including those implied by statute but **excluding** such expressed or implied warranties which may be imposed upon the vendor pursuant to the provision of the Trade Practices Act 1973) are hereby excluded and subject as aforesaid all lots are sold with all faults or imperfections (if any) whether the same be discoverable on inspection or not and no compensation shall be made in respect of any such fault or imperfection or any error of description or number in or of any lots sold or otherwise and no representation made by the auctioneer at the time of the sale shall bind the auctioneer or the vendor.
19. Attention is directed to the provisions of the Auctioneers, Stock & Station & Real Estate Agents & Business Agents Act 1941 – 1957 and also sections 178B and 178C of the Crimes Act 1900 and in particular to the material parts of Sections 45 and 85C of the Auctioneers and Agents Act 1941 – 1980 warning as follows:

SECTION 45

It 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:

1. Restricting the bidding;
2. Abstaining from bidding; or
3. 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 name, or where he acts as an agent, the name of his principal. It is an offence not to do so.

20. Members of the public attend at their own risk, no responsibility is accepted for any accident.
21. The buyer is wholly responsible for any damage to property or injury to persons incurred during the removal of a lot or lots purchased including damage or injury caused by their agents or employees.