

TERMS & CONDITIONS OF SALE

1. DEFINITIONS

"Auctioneer" means any person who conducts an auction by calling for bids and declaring Lots sold.
"Bidder" means any person who bids for a Lot.
"Bidder Registration Form" means a name and address form to be obtained from the Auctioneer.
"Buyer" means any person who successfully bids for a Lot.
"Buyers Premium" means an amount payable by a Buyer in addition to the sale price calculated at a rate stated by the Auctioneer, advertisements or as displayed in the auction rooms.
"Computer Hardware" means the mechanical and electronic components of a computer including monitor, keyboard and desktop or tower case.
"OH&S Legislation" means the Occupational Safety and Health Act (1984) and the Occupation Safety and Health Regulations (2001).
"Lot" means any items or items marked as a lot or described as a lot by the Auctioneer.
"Plant & Equipment" includes vehicles, machinery, mechanical, electrical and electronic equipment, tools, fixtures, appliances, implements and any component or fitting thereof or accessory thereto.
"Seller" means any person who sells a Lot.
"Software" means the programmes and other operating information used by a computer.

2. PUBLIC LIABILITY

- 2.1 Persons attending the auction site, before, during or after the auction do so at their own risk. The Auctioneer, his or her agents, employees or principals shall not in any way be liable for any injury sustained to any person or for damage to or loss of property how so ever caused.
- 2.2 All persons attending the auction side under the age of 16 years are required to be in the care of and under the supervision of an adult.

3. REGISTRATION

- 3.1 Prior to the Auction each Bidder shall complete a Bidders Registration Form.
- 3.2 Upon the request of the Auctioneer or his or her clerk, a Buyer may be required to provide his or full name and residential immediately.
- 3.3 A buyer shall be deemed to purchase as a principal unless at the time of sale or completing the Bidders Registration Form the Buyer:
 - (a) discloses to the Auctioneer that he/she will be bidding on behalf of a principal and shall supply the full name and address of that principal; and
 - (b) gives the Auctioneer a copy of a written authority to bid for and on behalf of that principal.

4. HIGHEST BIDDER TO BE THE BUYER

- 4.1 Subject to any reserved price, the highest Bidder for each Lot shall be the Buyer.
- 4.2 Subject to condition 5 below, the entry of the Buyers name in the record or book kept by the Auctioneer or his clerk, shall be binding upon the Buyer and such record or book, together with these conditions, shall constitute the whole of the contract between the Auctioneer and the Buyer and as between the Buyer and the Seller.

5. DISPUTE AS TO BID

If a dispute arises as to any bid, the Auctioneer shall, at his or her absolute discretion, either determine the dispute immediately or resume the bidding at the last undisputed bid. In either case the dispute must occur before the next Lot is offered for bids.

6. AUCTIONEER AND SELLERS RIGHTS

The Auctioneer and the Seller reserve the following rights, which may be exercised by the Auctioneer without giving any reason therefore:

- a. not to offer for sale any Lot or part of any Lot described in the catalogue
- b. to offer two or more of the Lots or part of any Lot described in the catalogue as separate Lots for sale together as one Lot;
- c. should such Lots referred to in (b) not be sold to a successful bidder, to offer such lots as separate Lots;
- d. to withdraw any Lot or Lots from sale;
- e. to refuse to accept a bid or bids from any person or persons;
- f. to refuse admission or to eject from the auction site any person or persons;
- g. to refuse to accept any bid for a Lot being less than the sum nominated from time to time by the auctioneer;
- h. to keep secret the existence and amount of any reserve price of a Lot prior to the close of bidding or withdrawal from sale of the Lot;
- i. in the event that any buyer shall successfully bid for more than one Lot at the auction
 - i.i to appropriate any monies received from that buyer in satisfaction or partial satisfaction of the purchase price due in respect of any one or more of such Lots to the total or partial exclusion of amounts due in respect of any other such Lot or Lots as the Auctioneer shall see fit; and
 - i.ii to elect any at any time to treat such contract for the sale of each Lot as interdependent with each other and default under such contract shall be default under any such contracts;
- j. to bid on behalf of any prospective buyer with or without disclosure;
- k. in the event that any Lot is not sold at the auction to offer to sell the same immediately after the auction by private sale but otherwise subject to these conditions and,
 - l. to permit the Seller to make one or more bids for any lot.

7. DEPOSIT

- 7.1 On the fall of the hammer, the Auctioneer may require and the Buyer shall pay to the Auctioneer or his/her Clerk, buy cash or bank cheque a deposit of 20% of the purchase price for the Lot purchased.
- 7.2 If a buyer fails to pay the deposit the Auctioneer may put the Lot up for bidding and resale, and the defaulting Buyers bid shall not be taken again at the resale.
- 7.3 If the resale price is lower than the price obtained on the first sale the difference in price shall be an amount recoverable by the Auctioneer or Seller as a debt due and payable by the original Buyer.

8. FAULTS AND MISDESCRIPTION

- 8.1 a sale shall not be invalidated by reason of any fault or defect in a Lot and the Buyer remains bound to take delivery without any allowance or reduction in the purchase price.
- 8.2 a sale shall not be invalidated by reason of an error or misdescription in the catalogue or elsewhere as to the quality, measurement, specifications, or quality of a Lot and the buyer remains bound to take delivery without any allowance or reduction in the purchase price.
- 8.3 the Auctioneer and the Seller make no warranties either express or implied, other than those implied by Common Law or Statute, the exception of which would render this condition void or voidable or which would constitute an offence by the Auctioneer or Seller, is not liable to pay compensation to buyer for any fault or defect in a Lot or for any error or misdescriptions or for any missing part or quality.
- 8.4 No warranty, either expressed or implied, is given by any verbal affirmation made by the Auctioneer.
- 8.5 The Auctioneer or Seller is not liable to pay compensation to a buyer for any fault or defect in a lot or for any error or misdescription or for any missing part or quantity.
- 8.6 Bidders must satisfy themselves by inspection or otherwise as to the nature and authenticity of a lot and accept the same with all faults, latent or patent.

9. LOTS AT BUYERS RISK

From the fall of the hammer each Lot is at the Buyers risk. The Auctioneer and the seller shall not be accountable for any deficiency, damage or loss which may occur thereafter.

10. REMOVAL OF LOTS

- 10.1 At the Buyers own cost the Buyer shall remove the Lot within the time frame specified by the Auctioneer or by not later than 4pm on the next business day following the sale, whichever is the earlier.
- 10.2 The Buyer shall not remove a Lot during an auction.
- 10.3 The Buyer is fully responsible for the expense and risk of the removal of a Lot and for any damage to property or injury to persons caused by themselves, their agents or employees which occur during at the removal of a Lot.
- 10.4 Any part of a lot which a buyer does not remove within the frame time specified in 10.1 may be thereafter removed by some person, firm or company engaged by the auctioneer and stored at the auction site elsewhere, at the discretion of the auctioneer. Such removal land storage shall be deemed to be made at the request of the buyer and all costs incurred by the auctioneer shall be recoverable by the auctioneer and the seller as a debt due and payable by the buyer.
- 10.5 The disconnection of any gas or electrical services from any piece of Plant & Equipment carried out during the removal of a lot must be performed by a competent and qualified tradesperson.

11. PAYMENT FOR LOTS

- 11.1 Prior to the end of the auction or at any time thereafter specified by the Auctioneer, the buyer shall pay to the Auctioneer the full purchase price for the lot including any applicable sales tax, any other government tax or any buyers premium.
- 11.2 The purchase price and any part thereof shall be paid by cash or by bank cheque.
- 11.3 Any balance of the purchase price shall be paid by the Buyer to the Auctioneer within the time period required in these conditions to take delivery of the Lot and the Buyer shall not be entitled to require the delivery of the lot until the purchase price has been paid in full.
- 11.4 The Auctioneer and the Seller reserve the right to restrict access to the Lot prior to the Lot being paid in full.
- 11.5 Title of the Lot shall not pass to the Buyer until all cheques are cleared by the Auctioneer's bank.

12. BUYERS DEFAULT

- 12.1 If the Buyer fails to comply with any of the above terms, the deposit or any monies paid shall be forfeited without notice to the Buyer, to the Auctioneer and the Lot in respect of which the default has been made may be resold buy public or private sale or dispose of, if no longer of commercial value.
- 12.2 The defaulting Buyer shall pay all the expenses arising from the default including the cost of any removal, warehousing, advertising, commission and the re sale of the Lot. Those amount may be recovered by the Auctioneer or Seller as a debt due and payable by the buyer.
- 12.3 If the price obtained on the resale is lower than the price obtained at the original Sale, the difference in price may be recovered by the Auctioneer or Seller as a debt due and payable by the Buyer.
- 12.4 Without limiting the generality of the foregoing the Auctioneer is entitled to recover from the Buyer:
 - a) a sum for expenses and charges incurred by the Auctioneer in connection with or incidental to the auction in respect of any resale,
 - b) the amount of any applicable commission or Buyers Premium,
 - c) any applicable sales tax or any other government tax or fee relating to or arising from the sale of the Lot or part thereof.

13. OCCUPATIONAL SAFETY & HEALTH OBLIGATIONS

- 13.1 OH & S Legislation imposed obligations on employers to maintain a safe working environment and in particular to provide and maintain plant such that persons at the work place are not exposed to a hazard. The Legislation also requires persons who supply plant for use at a workplace to ensure that any hazards associated with the use of that plant are identified and all available information relating to the plant is provided at the time of the supply.
- 13.2 Unless other stated, the plant sold at this auction has not been assessed or inspected by a competent person and it may be affected by faults or defects that make it unsafe for use, the buyer is warned that unless otherwise described an item not assessed must not be put into service in the workplace in its current condition and is fit for sc rap only.
- 13.3 OH & S Legislation required that owners of plant maintain safety and health information and records. The Auctioneer will pass on to the Buyer all information made available to them by the owner.

14. COMPUTERS

- 14.1 Unless specifically proved, any sale of computer equipment at this auction is tended to be the sale of Computer Hardware only.
- 14.2 If the sale of any computer equipment includes Software, the Software may be subject of a Software License Agreement. A copy of this agreement may be obtained from the Software manufacturer or seller.
- 14.3 If the Software is not capable of being assigned with the Computer Hardware, the buyer acknowledges that any use of the Software may be a breach of Software License Agreement.
- 14.4 If the Software is capable of being assigned with the computer hardware, the buyer acknowledges that they are bound by terms and conditions of Software license agreement and that those conditions may restrict the use of the Software.

15. TIME TO BE THE ESSENCE

Time shall be of the essence in the sale of any Lot and in the performance of the above Terms & Conditions.

BUYERS PLEASE NOTE:

1. A Buyers Premium of 15% inclusive GST will be added to the hammer price
2. **Auction staff are for supervision purposes only – customer must provide own labour etc when collecting items purchased.**
3. Items **must be** collected within forty eight hours of auction.
4. Payment will be by way of cash, eftpos or cheque (with ID). Credit card facilities are available with a 1.5% extra charge