

Kennedy Rural

Livestock Property Merchandise

TERMS AND CONDITIONS OF AUCTION

1. The highest bidder will be the purchaser at the completion of the sale, subject to a reserve price if any.
2. All auction bids are GST exclusive and 10% GST will be added to the final auction price, unless the owner is not registered for GST, then no GST is payable. Lots sold on behalf of owners who are not GST registered will be identified in the catalogue.
3. Items must be paid for within 4 days of the completion of the auction.
4. NO purchased item can be collected until Kennedy Rural has received cleared funds from the purchaser.
5. Kennedy Rural will not be organising the transport of any purchased lots. Collection of purchased lots is at the responsibility of the successful purchaser.
6. The whole of the lots having been 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 in the Catalogue the said lots are to be taken with all faults (if any) and will be at the Buyer's risk on the fall of the hammer and the caller, the vendor and the Auctioneer will be free of all responsibility for safe guarding the goods and will not be liable for any loss or damage to the goods sold whether such loss or damage be caused or contributed to by any act neglect of the vendor, its servants, employees or agents.
7. Descriptions and photographs should be used as a guide only. Inspection of items offered is recommended as lots are offered "as is, where is". All vehicles are sold as unregistered unless otherwise stated in the catalogue.
8. All purchased lots must be removed within 9 days of the completion of the sale.
9. Upon any purchaser failing to comply with any of the above conditions all monies received in any 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.
10. The buyer shall indemnify the Auctioneer and Kennedy Rural from and against all damages, interests, costs, charges and expenses arising from or attributable to any cheque delivered to the Auctioneer and/or Kennedy Rural being dishonoured on presentation including all costs, charges and expenses (including Solicitor and own client costs) incurred or in respect of all actions, demands, suits and proceedings made or taken to recover from the buyer the amount of such cheque.
11. The buyer acknowledges having read and understood the above terms and conditions and agrees that all purchases made by the Buyer are made in accordance with and subject to such terms and conditions.

SAFE USE NOTICE

The following information is provided about the safe use of the machinery, tools, workshop equipment, household effects and sundry items sold at the Online Auction.

1. It must be properly used:
 - Power take off must be guarded
 - V belts & pulleys to be guarded
 - Rollover bar must be fitted
 - Chemicals should be identified
 - Electrical equipment should be checked

2. Intending purchasers acknowledge that some items for sale may not comply with Workcover regulations and purchase as is.

This information is given solely for the purposes of the Occupation Health and Safety Act, 1983, as amended, and is not available to be construed as any promise warranty representation or statement about the condition, operation or suitability for and purpose of anything sold at this sale.

AGENT:.....*M Kennedy*.....

RECEIPT OF THIS INFORMATION AND STATEMENT IS ACKNOWLEDGE

Kennedy Rural

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