



REAL ESTATE

### **Clearing Sales Terms & Conditions**

1. All buyers must register prior to bidding at the auction
2. By bidding at auction each intending Purchaser accepts the terms and conditions of sale
3. The highest bidder will be the Purchaser
4. The Vendor reserves the right: a) to make one or more bids at the auction in respect of a lot or lots by H&G Real Estate or its representative; b) without giving any reason, withdraw any lot or lots from sale and without declaring the reserve price; and c) to refuse any bid
5. If a dispute arises as to a bid, the auctioneer has the sole authority to decide whose bid was the last or, alternatively, to resubmit the lot for sale.
6. The auctioneer may refuse to accept any bid which, in the auctioneer's opinion is not in the best interests of the Vendor.
7. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person or corporate body.
8. The price at which the hammer falls, and as recorded in the sale book by the auctioneer at the sale, shall be the price payable by the Purchaser and shall be binding on the Purchaser and the Vendor.
9. The buyer agrees that all items remain the property of the Vendor until full payment is received from the buyer
10. The buyer agrees that all goods become the buyers' responsibility on the fall of the hammer
11. All of the lots having been made available for inspection prior to the sale, we do not offer allowances or refunds, nor shall any Purchaser be entitled to reject any lot on the ground that it is not correctly described in the catalogue, advertisements or other information supplied.
12. H&G Real Estate gives no warranty as to the Vendor's title to the lot or the Vendor's right to sell the same and is not liable in any respect of any error, miss-description or omission in any particulars appearing or stated regarding the description of any lot offered for sale.
13. The buyer understands that GST is applied to the knocked down price of each item, which will appear on the invoice issue post the sale.
14. The Vendor agrees that it will not issue a tax invoice in respect of a sale of any lots. H&G Real Estate will issue tax invoices to Purchasers in respect of sales made by it on behalf of the Vendor
15. Electrical items: Buyers please note: The Vendors advise that no electrical items being offered at this sale have been tested or inspected by a competent person. No warranty can, or will be, given by the Vendors or their agents as to whether any electrical item being offered at today's clearing sale is in a safe working order. Purchasers acknowledge that they have satisfied themselves in all respects as to the status of those electrical items on offer before bidding
16. These conditions shall apply to sales of all lots whether by auction, private treaty or electronic web-based sale.
17. These terms are NOT negotiable