

TERMS & CONDITION OF SALE

The terms and conditions of sale listed here contain the policies of Cape York Real Estate Pty Ltd They are the terms on which Cape York Real Estate Pty Ltd and the Seller contract with the Buyer. They may be amended by printed notices or oral announcements made before and during the sale. By bidding at auction you agree to be bound by these terms.

Explanation of terms used in the “Terms and Conditions”

The conditions that are listed below contain terms that are used regularly and may need explanation. They are as follows:

“the Buyer” means the person with the highest bid accepted by the Auctioneer

“the Lot” means any item depicted within the sale for auction and in particular the item or items described against any lot number in the catalogue.

“the Hammer price” means the amount of the highest bid accepted by the auctioneer in relation to a lot

“the Buyers Premium” means the charge payable by the Buyer to the auction house as a percentage of the hammer price.

“the Reserve” means the lowest amount at which Cape York Real Estate Pty Ltd has agreed with the Seller that the lot can be sold.

“the Vender” means the the person or entity that has consigned the item for sale

VALUES/CURRENCY

1. All values expressed in Cape York Real Estate Pty Ltd catalogues (in any format) are in Australian Dollars (AUD).
2. All bids, “hammer price”, “reserves”, “Buyers Premium” and other expressions of value are understood by all parties to be in Australian Dollars (AUD) unless otherwise specified.

CAPE YORK REAL ESTATE PTY LTD AS AGENT

1. Except as otherwise stated Cape York Real Estate Pty Ltd acts as an agent for the vendor.
2. The contract for the sale of the property is therefore made between the vendor and the Buyer.

BIDDER REGISTRATIONS

1. All intending buyers must complete and sign a buyer’s registration form providing Cape York Real Estate Pty Ltd with name, address, telephone numbers and if required proof of identity i.e. Drivers Licence.
2. Online registrations require the bidder to provide valid credit card details in order to bid.
3. A unique bidders number will be given to registered bidders on check-in to each auction. Buyers must report a lost bidding number to the Auctioneer immediately.

BUYERS PREMIUM

1. A 2.5% (GST inc.) administration and processing fee applies to the hammer price of all lots unless otherwise stated.
2. To cover online bidding fees an additional a 2.5 % (GST inc) administration and processing fee applies to online bidders

GST

1. The buyers administration and processing fee subject to GST
2. When items are offered on behalf of a vendor that is registered for GST then the GST will be added to the hammer price.
3. If GST is to be applied this will be indicated in the catalogue and/or by the auctioneer prior to the commencement of the auction (or individual lots if required)
4. The invoice supplied by Cape York Real Estate Pty Ltd will be regarded as a tax invoice for GST purposes

CATALOGUE/DESCRIPTIONS

1. Whilst every care is taken, Cape York Real Estate Pty Ltd does not accept responsibility for items described incorrectly either in the catalogue, online or at the auction.
2. Intending purchasers are encouraged to take advantage of the time given to view goods prior to the auction commencing.
3. Buyers must satisfy themselves as to the authenticity and condition of the item prior to bidding. A strict "no return policy" applies to all won lots.

WINNING BIDS

1. The highest registered bidder for each lot shall be the Buyer subject to the reserve price if any.
2. A winning bid forms a binding contract with the vendor.
3. The winning bidder shall immediately, after the fall of the hammer for a lot, provide the auctioneer with their registered bidding number.
4. If there is more than one buyer their obligations are joint and several.
5. Appropriate legal action will be taken for failure to comply with Hinter Auction's Terms & Conditions.

DISPUTES

1. If a dispute arises as to the highest bidder, the auctioneer may re-open the bidding and re-submit the lot for sale commencing with the highest amount known to have been previously bid for the lot, or the Auctioneer may decide on the highest bidder in such other manner as the Auctioneer in its absolute discretion shall deem fit.
2. The decision of the Auctioneer shall be final and no bidder shall have any right or recourse against the Auctioneer or the Vendor.

BUYER REPRESENTATIVES

1. Where any person is bidding on behalf of another person, the bidder must provide the Auctioneer with a copy of his/her written authority to bid and purchase a lot, prior to the commencement of the auction, otherwise the bidder is deemed to be acting on his/her own behalf.

REFUSAL OF ENTRY OR BID

1. The Auctioneer may, at their discretion, refuse to allow entry to the premises or accept any bid from any person.

WITHDRAWAL OF LOTS

1. The Auctioneer may withdraw any lot or lots (for any reason) from sale prior to the fall of the hammer for those goods.

INTERNET and TELEPHONE BIDDING

1. The Auctioneer shall not be liable for loss of transmission, or technology malfunctions that may occur during any Live Internet or Telephone Bidding practices. This includes data entry by a client that may be in error (for example, incorrect Lot Number or Bid Amount Entered) during Live Internet Bidding.
2. Live Internet Bidding will be treated the same as 'absentee bids' and 'floor bids', in terms of "the final bid is the winning bid".
3. Phone bids where there are more bidders than telephonists, precedence will be given to the bidders that submitted their bids first.

ABSENTEE BIDDING

1. Absentee bidding is a complimentary service provided by Hinter Auctions. The auctioneer or auction house member will place bids (up to the maximum absentee bid) at the current bidding increment on the bidder's behalf
2. In the event of a tie between a floor bidder and absentee bid, precedence will be given to the floor bidder.
3. There is no obligation by the auctioneer to place absentee bids.

PAYMENTS

1. All purchases are to be paid for by cash, credit/debit card or bank deposit into our nominated Trust Account within 24 hours of the last lot sold.
2. We are unable to extend credit, and fees may apply for late payment.
3. Cheques may be accepted if previous arrangements have been made. All funds must be cleared prior to the collection of items.
4. Payment by credit card or EFTPOS (online or offline) will attract a 1.95% processing fee.
5. Payments methods can be split between card and cash on the total of the invoice. The card processing fee only applies to the total card payment amount.

TITLE WARRANTIES

1. The Auctioneer gives no warranty as to title of the goods.
2. The Auctioneer acts in the sale of goods as agents only for the Vendor and is not responsible for any default by the Vendor.
3. The Buyer acknowledges that he/she has had the opportunity to inspect the whole of the lots and satisfy him/herself as to the condition of any lot and accepts any lots with all faults and defects (if any).
4. The Buyer accepts and agrees that the Auctioneer and Vendor make no representation or warranty as to the suitability or fitness for purpose, quality, condition or operation of any lot and any implied or other condition of the Sales and Goods Act (QLD) do not apply and no other statutory warranty or representation, express or implied, applies to any item in the sale or to the accuracy of the information provided.
5. 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 (if any).
6. On the fall of the hammer, the lot purchased will be at risk and responsibility of the Buyer and the Vendor will be free of all responsibility for safeguarding the lot and will not be liable for any loss or damage to the lot sold whether such loss or damage is caused or contributed to by any act, neglect or default of the Vendor, its servants, employees or agents or the Auctioneer