

STANDARD TERMS & CONDITIONS

1. All purchasers must register with the auctioneer prior to bidding and fill out and sign a numbered bidders card.
2. The highest bidder shall be the purchaser subject to the reserve price (if any) and the vendor's approval. In the event of a dispute the auctioneer shall have absolute discretion to settle the matter or re-offer the lot. No bidder shall retract their bid once it has been accepted by the auctioneer.
3. Elders Limited gives no warranty as to the vendor's title to the lot or the vendor's right to sell the same. The auctioneers shall not be liable in any respect of any error, mis-description or omission of any particulars appearing or stated regarding the description of any lot offered for sale.
4. The purchaser acknowledges that all lots have been made available for inspection prior to sale, no refunds will be made nor will the purchaser be entitled to reject any lot on the grounds that it is not correctly described in the sale catalogue, advertisements, advised by the auctioneers or any other information supplied. All lots are sold with all faults discoverable by inspection or otherwise, and the purchaser acknowledges that neither Elders Limited nor the vendor has made any representation or given any warranty express or implied as to the condition of any of the lots.
5. The auctioneer may without giving any reason therefore refuse to accept the bidding of any person or persons.
6. No person may advance less at a bid than a sum named from time to time by the auctioneer.
7. The vendors may bid for any lot or lots and may bid on any lot or lots either personally or through the auctioneer or through any other person as many times as they may respectively think fit.
8. All lots sold shall be paid for in full including GST on the day of sale (unless prior agreements have been made).
9. All lots shall be at the purchaser's risk immediately after the fall of the hammer and no responsibility will be incurred by the auctioneer or vendor for their safekeeping. No exception shall be taken to any of the lots on delivery the whole having been open for inspection by the purchaser prior to the sale and on no account will any allowance be made.
10. All lots shall be removed by the purchaser at the purchaser's risk and expense by:
5 PM MONDAY 6TH FEBRUARY 2017 (unless prior arrangements are made).

But in all cases only upon presentation to the auctioneer or his representative of the delivery dockets for all lots purchased by the purchaser with receipts for payment endorsed thereon. If the lots are not removed in accordance with this condition then without prejudice to any other rights of the auctioneer or vendor any lots not so removed may be stored by the auctioneer or vendor at the expense either at the auctioneer's store or elsewhere and such storage shall be deemed to have been made by the auctioneer at the request of the purchaser.

11. Every person on the auction site before during or after the sale shall be deemed to be there at his own risk and with notice of the conditions of the premises. Such person shall have no claim against the auctioneer or vendor in respect of any injury sustained or any accident which may occur from any cause whatsoever.
12. Special conditions re electrical appliances; these appliances are in a used condition and no warranty is given that their present condition complies with the safety requirement of the Electricity Commission. It is pointed out that under the state Legislation the purchaser is required before resale or use to have the appliances examined by a registered electrical contractor.
13. The purchaser acknowledges that all the plant and equipment is sold as is and in its current condition and it also may not comply with the requirements of the Workplace and Safety Act.
14. No items are allowed to be taken from the auction site without payment in full. Failure to pay for goods that have successfully bid for at auction is an offence and can be legally recovered.

15. Prospective purchasers of major items are advised that special arrangements may be made with the auctioneers Prior to Sale for an extension of time for removal purposes.
16. Title to the property or right in the lots shall not pass to the purchaser until payment in full has been made to the auctioneers for the lots. Until such time that the purchaser has made payment in full for the lots purchased, the items purchased shall remain the property of the vendor, but shall be held in all respects at the risk and expense of the purchaser.
17. On the fall of the hammer the auctioneer may or may not require a cash deposit of 20% of the purchase price.
18. Release of any lots may be withheld by the auctioneers at the purchaser's expense until personal or company cheques have approved clearance.
19. **No lots shall be removed during the auction**, without the consent of the auctioneer.
20. Interest on any overdue payments from this auction will be paid by the purchaser at a rate of 15% plus any other cost incurred by the auctioneers.
21. The successful bidder of all lots sold shall be deemed to be the purchaser and principle unless prior to the auction they give the auctioneers a written authority to bid on behalf of another person or corporation.
22. The vendor may withdraw any item without notice from the auction at any time before it has been sold.
23. The price at which the auctioneer or sales clerk declares and records in the sale book will be the price payable by the purchaser and shall be equally binding by both the purchaser and vendor.
24. Whilst every care has been taken in the compilation of the catalogue, the auctioneers and/or vendors accept 'no responsibility' for any mis-descriptions and give no warranties as to correctness of any description whatsoever, specification, measurements and quantities shown are approximate and intended only as a guide to prospective purchasers
25. If the purchaser shall breach these terms and conditions in anyway any lots purchased by him may be resold by public auction or private contract at the risk and expense on the former purchaser who shall be held liable for any deficiency that may arise from such resale including all other costs incurred. Any deposit paid by the purchaser may be forfeited to the vendor upon breach by the purchaser.
26. All bidders either bidding at the Auction Site or via the online AuctionsPlus Internet portal , acknowledge they have received, read and understand all the Terms and Conditions of this auction and agree to comply with and be bound by such.
27. GST IS EXCLUDED IN THE KNOCKDOWN PRICE, UNLESS ADVISED BY THE AUCTIONEERS.

Please Note: THESE CONDITIONS APPLY TO ALL PARTIES BIDDING AT THE AUCTION SITE