



RULES OF AUCTION AND CONDITIONS OF SALE

16.5% including GST Buyers Premium applies

- 1.** Bidders must be registered in order to place a bid, all registration details must ensure that personal details provided are accurate, not misleading or infringe any laws. Bidders will be provided with a “bidding number” to be used throughout the auction and will be required to be returned when departing Auction.
- 2.** The auctioneer reserves the right to refuse any bid or withdraw any lot from the sale.
- 3.** The highest bidder will be the purchaser or will have FIRST right of refusal (if the bid is referred) but if a dispute arises as to the last or best bidder, the lot in dispute shall be submitted again provided the auctioneer cannot decide who was the last or best bidder.
- 4.** No person will be allowed to retract his or her bid after being taken and the vendor reserves the right to bid either by the auctioneer or the vendors agent for any lot offered.
- 5.** Terms of sale are Cash, Direct Deposit on the day (all EFTPOS transactions will incur a 1.5% fee); unless previous arrangements have been made with the Auctioneer, payment for all goods to be made before collection of goods.
- 6.** Every care is taken to provide accurate description of goods, neither the vendor nor the auctioneer will be liable for errors in description or quantities of the goods. Any deficiency in the quantity of the goods sold shall not invalidate the sale. The vendor or auctioneer shall not be bound to deliver more than is in their possession. No guarantees or warranties in relation to the goods being sold, are given by the auctioneer or the vendors.
- 7.** The whole of the lots; having been available for inspection, no allowance or refunds will be made; nor will the buyer be permitted to reject any lot on the grounds of incorrect description in the catalogue. Sold lots are to be taken with all faults (if any) and will be at the buyer’s risk at the fall of the hammer and neither the auctioneer or vendor shall be accountable for any deficiency, damage or loss which may arise thereafter.
- 8.** The purchaser is liable for any charges that may be applicable to the purchased item(s) — such as transport or delivery charges and buyer’s premium etc.
- 9.** All goods must be taken away at the completion of the sale where practicable. Larger items i.e. cars, machinery etc., will be required to be removed in a timeframe arranged between Vendor and Purchaser in a timely manner. No parties will be allowed to remove their goods or any portion thereof, until the purchase price has been paid in full to the Auctioneer – Maine Secondhand and Auction Rooms.
- 10.** All persons who enter this property (and or premises) are wholly & solely responsible for any damage to any property or injury to any person(s) including themselves whilst attending this auction, no liability what so ever rests with the auctioneers/owner/proprietors of the property where the auction is being conducted or with the vendors or the vendors agents.
- 11.** Additional special conditions may apply and will be announced at the commencement of any auction. It is expected that when you bid for an item (at a sale where these terms and conditions are on display) you have read and understood and accepted the terms and conditions including special conditions and additional charges and/or taxes, of sale and therefore no correspondence — whether written or verbal, will be entered in to.
- 12.** Upon any purchaser failing to comply with any of the above conditions any money deposited 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, consequent upon such resale, shall be made good by the defaulter at this sale.
- 13.** The auctioneers and/or the vendors and or the vendors agent, reserve the right to refuse entry to any persons onto the premises where an auction is being conducted.
- 14.** Covid safe measures will be in place.