StarihaAuctions.com.au

TERMS AND CONDITIONS OF SALE

PUBLIC AUCTION – CHATTELS

**Registration and Bidding:**

1. The highest registered bidder for each lot shall be the Buyer subject to the reserve price if any.
2. If a dispute arises as to the highest bidder, the auctioneer (being David Stariha, his employees and/or agents) may re-open the bidding and re-submit the lot for sale commencing with the highest amount known to have been previously 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. The decision of the Auctioneer shall be final and no bidder shall have any right or recourse against the Auctioneer or the Seller.
3. 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.
4. The Auctioneer may, at their discretion, refuse to accept any bid from any person and no bid shall be retracted without the consent of the Auctioneer.
5. The Auctioneer may withdraw any lot or lots from sale prior to the fall of the hammer for those goods.
6. Each Buyer shall immediately, after the fall of the hammer for a lot, provide the Auctioneer with their name, address and any other details required by the auctioneer
7. If there is more than one buyer their obligations are joint and several.
8. Time shall be of the essence of any sale of any lot.
9. A right to bid for or on behalf of the Seller is expressly by the Auctioneer.

**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 Seller, and is not responsible for any default by the Seller.
3. The Buyer acknowledges that he/she has had 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 Seller makes 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 Seller 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 Seller, its servants, employees or agents or the Auctioneer
7. Should the description or quantity of goods differ from the lot purchased by the Buyer on the fall of the hammer, the Buyer will make no objection and will accept the lot purchased as is. No compensation will be paid in respect of any misdescription or error.
8. Should the Buyer fail to comply with any of the terms and conditions of the sale (the defaulting Buyer) all monies received in part payment of the purchase price shall be absolutely forfeited to the Seller and all lots not removed in accordance with these terms and conditions may be resold by public auction or private contract and the deficiency in price (if any) of such resale shall be immediately payable by the defaulting Buyer and if not paid on request the Seller has the right to recover such amount from the defaulting Buyer as debt.
9. Legal and equitable title to the goods shall remain with the Seller until all monies owing by the Buyer have been paid in full.
10. Possession of goods will only be granted to the Buyer when satisfactory payment arrangements have been made with the Auctioneer.

**Payments:**

1. All purchases are to be paid for by cash on the day of sale and prior to the removal of the goods, unless prior arrangements are made with the Auctioneer to accept any other forms of payment.
2. Where credit card facilities are available, payment may be made by this method.
3. Any payment by credit card or eftpos (where available) will attract the fee applicable to the card used or charged by the Auctioneer.

**Removal:**

1. All lots which have been paid for in full must be removed by the Buyer at the Buyer’s expense by 4.00pm on the day of the sale (unless prior arrangements have been made by the Buyer with the Seller or the Auctioneer).
2. Prospective buyers of major items of plant are advised that special arrangements may be made with the Auctioneer prior to sale for an extension of time for removal purposes.
3. All loads must be appropriately secured before leaving site.

**Liability/Safety:**

1. Neither the Seller nor the Auctioneer will be liable for any personal injury, damage, loss or expense suffered, caused or incurred in the use of, or as a result of any goods purchased, or the installation.
2. All children must be directly supervised at all times.
3. “No go areas” must not be entered at any time.
4. Entry to sale site is at one’s own risk and no liability for injury or damage is accepted by the Auctioneer. The Buyer acknowledges that they inspect and remove goods at their own risk.
5. All directions given by the Auctioneer must be followed.

**Electric:**

1. All electrical appliances are sold in a used condition and have not been tested or found to be electrically safe.
2. No warranty is given that their present condition complies with the requirements of the *Electrical Safety Act (QLD).*
3. The Buyer acknowledges that it is required to have the appliance examined and repaired by a registered electrical contractor before re-sale or use of the appliance.

**StarihaAuctions.com.au David 0412 704 456**