



## **Manshed Auctions Australia Terms and Conditions**

Manshed Auctions Australia (ABN 85684941099), located at Unit 57, 45 Powers Road, Seven Hills NSW, conducts this auction on these Auction Terms and Conditions, which replace any other previously published auction terms and conditions.

Vendors and Purchasers are advised to carefully read these Auction Terms and Conditions.

### **1. AUCTION SYSTEM**

1.1 Manshed Auctions Australia will conduct this auction at the advertised auction venue.

1.2 Depending on the form of the auction, Manshed Auctions Australia will only receive bids from:

- (a) registered Online Bidders;
- (b) registered Floor Bidders;
- (c) registered Phone Bidders;
- (d) Manshed Auctions representatives acting as the Agent of a registered Bidder.

### **2. CONSIGNORS (VENDORS)**

2.1 All Vendors are required to complete, sign and lodge the consignment form provided on the Manshed Auctions website in order to be able to sell items via Manshed Auctions Australia.

2.2 The information provided on the consignment form must be complete and acceptable to Manshed Auctions Australia, and suitable identification must be provided before a consignment can be accepted.

2.3 Manshed Auctions Australia does not accept the reconsignment of items previously sold by Manshed Auctions without prior communication from the Vendor giving notice to this intention and only if Manshed Auctions Australia agrees to accept such an arrangement.

2.4 Manshed Auctions Australia prefers to auction items without a reserve price, but subject to the rights of the Auctioneer specified in Terms 4(a) and 4(b), if the Vendor wants to sell an item with a reserve price, this price must be clearly indicated in the consignment form and agreed to by the Auctioneer as part of the consignment agreement.

2.5 For items that have been assigned a reserve price in accordance with Term 2.4, the Vendor maintains the right to reduce the current reserve price of any such item at any time by communicating this to the Auctioneer in writing.



### **3. INTENDING PURCHASERS (BIDDERS)**

3.1 Unless organised otherwise with Manshed Auctions Australia, all Bidders are required to be registered by having a personal HiBid account in order to bid on the lots being auctioned. A personal account can be created at any time at [hibid.com](http://hibid.com). This allows registered Bidders to bid for the lots displayed online at [manshedauctions.hibid.com](http://manshedauctions.hibid.com) in the lead up to and during the calling of the auction.

3.2 Depending on the form of the auction, bidding may also be allowed from the floor. If this option is available, all Bidders intending to bid from the floor must present valid ID to Manshed Auctions Australia and have received a numbered bid card in order for their bids from the floor to be accepted.

3.3 For any Bidders required to complete and lodge a registration form directly with Manshed Auctions Australia, the information provided on the form must be complete and acceptable to Manshed Auctions Australia, and suitable identification must be provided before a bidder number will be allocated and issued to the Bidder.

3.4 Bidding is conducted in Australian dollars.

### **4. AUCTIONEER**

4.1 "Auctioneer" means Manshed Auctions Australia, including any person actually conducting the auction for and on behalf of Manshed Auctions Australia.

4.2 The Auctioneer reserves the right to:

- (a) not accept any item, or any suggested reserve price of any item, presented by the Vendor for consignment, if it is not in the Auctioneer's interest to do so for any reasonable business, legal, or administrative reason;
- (b) (unless otherwise agreed to in writing) adjust by up to 10% the stated reserve price of any item that has been put to and passed at auction, in order to negotiate and achieve the sale of the item;
- (c) determine how items accepted on commission are organised into lots for auction;
- (d) determine the order that lots are put to auction;
- (e) withdraw any lot from sale;
- (f) refuse any bid;
- (g) make a bid or bids on behalf of the Vendor;



(h) require a successful Bidder to pay the whole or part of the purchase price in accordance with Term 9.1.

4.3 The Auctioneer at all times acts solely as the agent for the Vendor.

4.4 During bidding, no Bidder shall advance less than the sum named by the Auctioneer, and bids are not allowed to be retracted.

4.5 Subject to Terms 1.2, 4.2(f), 4.2(h), and 4.4, the highest Bidder shall be the Purchaser, and if any dispute arises concerning the bidding, the Auctioneer shall either determine the dispute or put the lot up again at the last undisputed bid. If different Bidders are locked on the same bid, the lot shall go to the Floor Bidder.

## **5. CONDITION OF THE LOT**

5.1 Caveat Emptor (“buyer beware”) applies to each lot in this auction.

5.2 Unless specifically agreed to in writing, all lots are sold in their condition as at the time of auction or sale with all defects and faults (if any) as exist at that time regardless of any description or representation given.

5.3 The Auctioneer and the Vendor make no warranties and give no guarantees as to the condition, authenticity, genuineness, suitability or age of any lot.

5.4 While Manshed Auctions Australia endeavours to provide an accurate description of each lot, no error, omission or misdescription of the lot shall vitiate the sale, and the Purchaser shall be bound to take delivery of the lot sold without concession or reduction in price. Advertisements, catalogues, and any pre-purchase descriptions or statements of opinion are not to be relied upon as statements or representations of fact.

5.5 All lots are available for inspection prior to auction during the allocated viewing time, and it is deemed that each lot has been adequately inspected by the Bidder or Purchaser prior to the sale.

5.6 Bidders should make every endeavour to visually examine the lot during the allocated viewing time and satisfy themselves of the condition and authenticity of the lot prior to bidding. Bidders may also request the Auctioneer to inspect any lot on their behalf to ensure that the lot is as described in the catalogue. This request may include asking the Auctioneer to provide additional photos or information on the lot in order to help the Bidder ascertain the condition and authenticity of the lot.

5.7 No compensation shall be paid in respect of any error or misdescription in relation to the condition, authenticity, genuineness, suitability or age of any lot to any Bidder or Purchaser.



## **6. ELECTRICAL ITEMS**

6.1 All electrical items are sold in used condition and have not been tested or determined to be electrically safe.

6.2 No warranty is given that the present condition of any electrical item complies with the requirements of any law, regulation or standard that governs electrical safety in Australia.

6.3 It is deemed that the Purchaser agrees and acknowledges that the electrics of all electrical items must be examined, and if required, repaired by a licensed electrician before use or resale.

## **7. FEES AND CHARGES**

7.1 For any lot that attracts GST, the final hammer price is taken as inclusive of GST.

7.2 A seller's commission is payable by the Vendor to Manshed Auctions Australia on the final hammer price of each lot. This commission applies regardless of whether the item is sold under the hammer or by negotiation following the auction.

7.3 The standard seller's commission is 15% plus GST for railway and collectables auctions, and 10% plus GST for motorcycles and motorcycle parts auctions. Where the seller requests that Manshed Auctions Australia collect the item for consignment, or undertake other non-standard duties, an additional fee or rate of commission may be negotiated. In every case, the seller's commission that applies to a lot is the amount specified in the seller's consignment contract.

7.4 A buyer's premium payable by the Purchaser to Manshed Auctions Australia is added to the final hammer price of each lot. This premium applies regardless of whether the item is sold under the hammer or by negotiation following the auction.

7.5 The standard buyer's premium is 20% plus GST for railway and collectables auctions, and 15% plus GST for motorcycle and motorcycle parts auctions. In all cases, the relevant standard rate applies unless a different rate is publicly disclosed in the online catalogue of the auction, or if Term 7.6 applies. Regardless of the applicable rate, the minimum buyer's premium of \$5.50 inclusive of GST is payable by each successful Bidder.

7.6 Except in accordance with Term 4.2(g), Vendors are not permitted to bid on their own items. Should they do so and subsequently win their own items at auction, they will be subject to a buyer's premium of 27.5% plus GST in addition to the seller's commission on the items. This Term is explicitly designed to protect the integrity of our auctions.

7.7 All payments made using a credit card which is acceptable to Manshed Auctions Australia shall incur a maximum 1.5% merchant administration charge.



## **8. PASSING OF PROPERTY**

8.1 For every lot sold at auction, the property in the auctioned item passes to the Purchaser immediately upon the fall of the hammer, but the Purchaser does not enjoy the right of possession of the lot until the purchase price has been paid in full to Manshed Auctions Australia by way of cash, EFTPOS or a credit card acceptable to Manshed Auctions Australia.

8.2 For every lot sold by negotiation, the property in the item (including the right of possession) passes to the Purchaser immediately upon full payment of the purchase price to Manshed Auctions Australia by way of cash, EFTPOS or a credit card acceptable to Manshed Auctions Australia.

8.3 Manshed Auctions Australia recommends that Purchasers take out insurance cover on their items as soon as the property in the purchased item has passed from the Vendor to the Purchaser.

## **9. PAYMENT OF BALANCE OF PURCHASE PRICE**

9.1 Where Term 4.2(h) is enforced by the Auctioneer, Manshed Auctions Australia shall hand or send to the Bidder who has become the Purchaser of the lot an invoice specifying the lot, its purchase price, the amount of the purchase price to be paid either immediately or within or before a specified time, and (if applicable) the time or times by which any amount of the balance of the purchase price remaining to be paid must be paid.

9.2 Where Term 4.2(h) is not enforced by the Auctioneer, Manshed Auctions Australia shall send an invoice within 24 hours of the close of the auction via email to each Bidder who has become the Purchaser of a lot and who has not yet paid the purchase price for this in full. The invoice will specify the lot, its purchase price, and the balance of the purchase price remaining to be paid.

9.3 Bidders who receive an invoice in accordance with Term 9.2 must pay the balance remaining of the purchase price in full no later than 24 hours after the time of the sending of the invoice.

9.4 If Term 9.3 is not met for any lot, the Vendor shall have the right to retain any deposit paid by the defaulting Purchaser, and also the right to sell the lot, immediately or at any later time, by private treaty or by auction to another person. In this case the defaulting Purchaser shall have no right or action against the Vendor or the Auctioneer and shall have no proprietary interest (legal, equitable or otherwise) in the lot.

9.5 No personal cheques will be accepted by the Auctioneer.

9.6 All payments must be made in Australian dollars.



## **10. COLLECTION, PACKING, POSTAGE AND FREIGHT**

10.1 Purchased items must be collected from the business premises of Manshed Auctions Australia, or postage or freight costs paid for in full in accordance with Term 10.2, within one month calculated from the day of the auction unless otherwise agreed to by Manshed Auctions Australia. If the purchased items are not collected within the time specified, the property in the purchased item will immediately pass in full from the Purchaser to Manshed Auctions Australia, who may then use or dispose of the item as it sees fit.

10.2 The Purchaser may request in writing that Manshed Auctions Australia organise the packing, postage or freight of their items on their behalf once the items have been paid for in full. If Manshed Auctions Australia agrees to this request, the Purchaser remains responsible for all reasonable packing costs, including any packing materials used, and all postage, freight or transportation costs. These costs must be paid for by the Purchaser in full prior to items being released by Manshed Auctions Australia.

10.3 Items posted, freighted or transported in accordance with Term 10.2 will be sent to the address of the Purchaser as it appears in that person's account at hibid.com. It is the responsibility of each Purchaser who has an account at hibid.com to keep this address updated. Manshed Auctions Australia takes no responsibility whatsoever for the cost of recovering or resending items that have been sent to the wrong address. Any such costs must be paid for by the Purchaser in full prior to the items being resent by Manshed Auctions Australia.

10.4 While all reasonable steps and endeavour will be made to ensure that a purchased item is packed appropriately, Manshed Auctions Australia takes no responsibility whatsoever for the loss of or damage to the item once it leaves our business premises.

10.5 Items posted, freighted or transported in accordance with Term 10.2 are not specifically covered by insurance in transit beyond any default cover offered by the carrier unless you advise Manshed Auctions Australia in writing to arrange that your items are to be insured by the freight company or Australia Post to a specific monetary value.

10.6 If anyone other than the Purchaser will be collecting the purchased item from our business premises, the Purchaser must inform Manshed Auctions Australia of the arrangement in writing before the item can be released by Manshed Auctions Australia.

## **11. GENERAL**

11.1 Neither the Vendor or the Auctioneer will be liable for any personal injury, damage or loss whatsoever or any expense suffered, caused or incurred by the use of, or as a result of, any item offered for sale or purchased.



11.2 Any person attending the auction venue or premises of the Vendor or Auctioneer to buy, sell, inspect or take delivery of any property does so entirely at their own risk.

11.3 No responsibility is accepted by the Vendor or Auctioneer for any accident, injury, illness or damage to person or property however caused to any person attending the auction venue or premises of the Vendor or Auctioneer to buy, sell, inspect or take delivery of any property.

11.4 Children present at the auction venue or at our business premises are to be directly supervised by a parent or guardian at all times.

11.5 Assistance dogs are most welcome to our business premises and auctions.

**Manshed Auctions Australia ABN 85684941099**