



## THE COLLECTABLE AUCTION HOUSE PTY LTD TERMS & CONDITIONS

The Collectable Auction House Pty Ltd of Unit 2 / 2 Leonard St Hornsby 2077 NSW, conducts our auctions using these Auction Conditions. Vendors and Buyers are advised to carefully read these Terms and Conditions.

### 1. AUCTION SYSTEM

- 1.1 The Collectable Auction House Pty Ltd will conduct auctions at the auction venue and receive bids from registered internet Bidders.
- 1.2 The Vendor maintains the right to reduce the reserve price (if any) at any time.
- 1.3 The Auctioneer has the right to accept or reject any bid and to make a bid or bids on behalf of the Vendor.

### 2. INTENDING BUYERS (Bidders)

- 2.1 No Bidder shall be entitled to bid until the Bidder has lodged a completed Bidder Registration Form. The Bidder registration form must be complete and acceptable to The Collectable Auction House Pty Ltd and suitable identification provided, whereupon a Bidder Number will be allocated and issued to the Bidder.
- 2.2 Bidding registration forms can be downloaded at [www.thecollectableauctionhouse.com.au](http://www.thecollectableauctionhouse.com.au) and must be submitted to The Collectable Auction House Pty Ltd prior to bidding.



2.3 Payment is to be made by way of cash, EFTPOS or Credit Card to The Collectable Auction House Pty Ltd. Credit card payments will incur a maximum fee of 1.65% (inclusive of GST). Online bidders shall pay the full purchase price within 24 hours upon receiving an invoice. If after 48 hours after receiving an invoice for the particular lot, the Bidder has failed to pay the full purchase price, the Vendor may then, or at any later time, at the Vendor's option, sell the lot either by private treaty or auction to another purchaser and the Bidder shall have no right or action against the Vendor or the Auctioneer.

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

2.5 At the fall of the hammer the item becomes the responsibility of the purchaser, therefore we recommend you take out immediate insurance cover on your items.

### **3. FEES AND CHARGES**

3.1 A buyer's premium is added to the final hammer price of each lot. This amount includes GST payable on the buyer's premium. Buyer's premiums may differ from each auction but will be publicly disclosed in the online catalogue of each auction.

3.2 For any lot that attracts GST, the GST will be included in the final hammer price and will not be added to the final total.

3.3 The buyer's premium is payable regardless of whether the item is sold under the hammer or by negotiation following the auction. A minimum buyer's premium of \$5.50 (including GST) is payable by each successful bidder.

3.4 A Seller's commission is payable on each lot sold under the hammer or by negotiation with a buyer following the auction. The amount of seller's commission will be included in the seller's consignment contract.

3.5 Storage fees may be payable if a sold lot is not collected within 7 days following the auction without prior agreement from The Collectable Auction House Pty Ltd. The maximum storage fee per lot will not exceed \$22.00 (including GST) per week or part thereof.

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#### 4. CONDITION OF THE LOT

- 4.1 Unless specifically agreed to in writing, all lots are sold in the condition as at the time of auction or sale with all defects and faults (if any) and notwithstanding any description or representation given.
- 4.2 Whilst The Collectable Auction House Pty Ltd endeavors to provide an accurate description of each lot, no error, omission, incorrect description of the lot shall void 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.
- 4.3 No compensation shall be paid in respect of any error or incorrect description in relation to the condition, authenticity, genuineness, suitability or age of any lot(s) to Bidders.
- 4.4 Bidders may request the Auctioneer to inspect any lot(s) on their behalf to ensure that the lot(s) are as described in the catalogue. While the Auctioneer will take care in providing that inspection, the Auctioneer is not responsible to any errors, omissions or incorrect description in that inspection. Bidders should also make their own enquiries as to the condition and authenticity of the lot(s) and may request additional photos or information on the lot(s) to ascertain the condition and authenticity of any lot(s).
- 4.5 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 Buyer prior to the sale.
- 4.6 Caveat Emptor (buyer beware) applies to each lot in the Auction.



## 5. AUCTIONEER

5.1 "Auctioneer" means The Collectable Auction House Pty Ltd and/or any person actually conducting the auction for and on behalf of The Collectable Auction House Pty Ltd.

5.2 The Auctioneer reserves the right to:

- (a) refuse any bid;
- (b) require a successful Bidder to immediately pay the whole or part of the purchase price;
- (c) withdraw any lot from sale.

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

5.4 The highest Bidder shall be the Buyer and if any dispute arises concerning the bidding, the Auctioneer shall either finalise the dispute or put the lot up again at the last undisputed bid. No person shall at any bidding, advance less than the sum named by the Auctioneer and no bid shall be retracted.

## 6. BIDDING AGENT

6.1 If the Bidder purchases the lot as an agent for a person and the person then fails to complete the purchase within 24 hours following conclusion of the bidding for the lot, then the Bidder nevertheless will remain liable to the Vendor as the Purchaser of the lot.

## 7. PAYMENT OF BALANCE OF PURCHASE PRICE

7.1 Bidding is in Australian dollars and all payments must be made in Australian dollars.

7.2 Each lot shall be paid for by the Buyer by cash, EFTPOS, electronic funds transfer or credit card which is acceptable to The Collectable Auction House Pty Ltd no later than 24 hours after the conclusion of bidding for the lot.

7.3 No cheques will be accepted by the Auctioneer.



7.4 All payments by credit card will incur a maximum 1.65% (including GST) merchant administration charge when used to pay any portion of the purchase price of a lot.

7.5 In the event that the Bidder fails to settle full payment of the balance of the purchase price in the required time, the Vendor shall have the right to retain any deposit paid by the defaulting Purchaser and the Vendor may then or any time after at the Vendor's option sell the lot either by private treaty or auction to any other Buyer, and the Bidder shall have no right or action against the Vendor or the Auctioneer.

## **8. POSTAGE, FREIGHT AND PACKING**

8.1 The buyer may request The Collectable Auction House Pty Ltd to organise the packing, post or freight of their items on their behalf once they have been paid for in full. The Buyer remains responsible for the reasonable packing costs including any packing materials used and the postage, freight or transportation costs. Insurance is highly recommended for any lot being posted, freighted or transported. These costs must be paid for by the Buyer prior to items being released by The Collectable Auction House Pty Ltd.

8.2 Whilst all reasonable steps and endeavors will be made to ensure items are packed appropriately, The Collectable Auction House Pty Ltd takes no responsibility whatsoever for the loss or damage to once the item leaves our business premises. The Buyer may organise their own packing and/or postage or freight and or insurance of their lots or items if they cannot be collected personally. Any packaging of the item is NOT to be conducted at The Collectable Auction House Pty Ltd's premises.

8.3 Post and packaging quotes will only be arranged once the items have been paid for. A revised invoice will be provided to the Buyer which will include the post and packaging amount. The lot will not be posted until there is no payment outstanding on the invoice.

8.4 For non-metro Sydney Buyers, a post and packaging charge will be included on the Invoice. If the Buyer wishes to use another source for post and packaging, they are required to inform The Collectable Auction House Pty Ltd at the time of registering as a Bidder.



## **9. ELECTRICAL ITEMS**

- 9.1 All electrical items are sold in a used condition and have NOT been tested or determined to be electrically safe.
- 9.2 No warranty is given that their present condition satisfies any Australian Government laws.
- 9.3 The buyer agrees and acknowledges that any electrical items are to be tested by a licensed electrician before use or resale.

## **10. MOTOR CARS HISTORIC RACE CARS AND MOTOR BIKES**

- 10.1 All Motor Cars, Historic Race Cars and Motorcycles are auctioned on behalf of the Vendor.
- 10.2 At no time does The Collectable Auction House Pty Ltd own or purport to own any of the items.
- 10.3 No warranty is given or implied as to the condition, or roadworthiness of the Motor Cars, Historic Race Cars and Motorcycles either by with the Vendor or The Collectable Auction House Pty Ltd.
- 10.4 Every effort will be made by both the Vendor and The Collectable Auction House Pty Ltd to describe and detail any defects (if any) that are known. The Vendor and The Collectable Auction House Pty Ltd are released by the Buyer from error, omissions or incorrect descriptions.
- 10.5 The Collectable Auction House Pty Ltd will be contracting every bidder to obtain their credit card information on registration. This information will only be used by The Collectable Auction House Pty Ltd to obtain a 10% deposit from the successful bidder on the completion of the auction. Once the auction finishes all the obtained credit card information will be destroyed.



## 11. GENERAL

Neither the vendor nor 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 purchased.

11.1 Any person attending the auction or premises of the vendor or auctioneer to buy, sell, inspect or take delivery of any property does so entirely at their own risk.

11.2 No responsibility is accepted by the vendor or auctioneer for any accident, injury, illness or damage to person or property however caused.