



# Absentee Buyer Registration

Please complete all SECTIONS below. THIS FORM MUST BE RECEIVED BY US BEFORE 5.00 P.M. ON THE DAY PRECEDING THE AUCTION.

## Section A – Buyer Details

Company Name		A.B.N		<b>or</b>
Business Name				
Title	First Name	Last Name		
Address		Suburb	Postcode	
Telephone	Mobile Phone	Facsimile		
E-mail Address				
Drivers Licence No.	Expiry Date	State of Issue		
By signing this form I confirm that I have read; understood and agree to Hassall Auctions Terms and Conditions and that the information supplied is true and correct.				
Signed		Date		Do Not E-mail me about upcoming Auctions and other offers.

## Section B – Auction Details

Auction:		Date:	
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## Section C – Bidding Details

Please bid on my behalf at the above sale for the following lots, as cheaply as permitted by other bids and reserves, if any, up to the amount specified below:

LOT #	DESCRIPTION	BID PRICE (GST INCLUSIVE)

I hereby acknowledge and agree:

- To pay the auctions Buyers Premium additional to the above stated bid price;
- Compliance with the Auction Terms & Conditions
- To attached a copy of my Driver’s Licence or other proof of identification;
- That an incomplete form may not be accepted and as such my bid will be invalid;
- It is my responsibility to confirm receipt and acceptance of my bid prior to the auction.

<b>OFFICE USE ONLY</b>	Bidder No:	
Drivers Licence / Passport Received	<input type="checkbox"/>	Contact details verified
All sections completed	<input type="checkbox"/>	Approved as Bidder

This form must be completed and signed in order for you to obtain a bidder number. The buyer number is necessary for you to bid on a Lot at any Hassalls auction. When you sign this you are making representations to Hassall Auctions and also agreeing to the following important conditions. You should ensure you have read the Important Conditions & Terms and Conditions, prior to signing and making any bid at Hassalls auctions. If you bid at any Hassalls auction you will be subject to these terms and conditions.

## Important Conditions

I, the named bidder, on my own behalf, and where I am acting on behalf of a Buyer's behalf, in consideration of being permitted to bid at auction, agree and acknowledge, as follows:

1. I declare that the information provided by me in this form is correct;
2. I declare that I am authorised to act on behalf of any buyer nominated on this form in relation to any items for which I may bid, or subsequently buy;
3. I have read the Terms and Conditions of the auction sale as set out on this Buyer Registration form and understand that if I bid at auction it is subject to these terms and conditions and any special conditions which may be announced prior to auction by the Auctioneer a copy of which will be on display at each auction. If I am a successful bidder I acknowledge that I will be bound to purchase the goods for which I have successfully bid in accordance with the Terms and Conditions and any special conditions announced prior to the auction.
4. That Hassall Auctions is an auctioneer and is acting as agent for the Vendor and that if any dispute arises (whether before or after Hassall Auctions has paid the Vendor the proceeds of the sale) then that dispute will be between the Purchaser and the Vendor and I acknowledge and agree that Hassall Auctions will be excluded from any subsequent action or court proceedings. If Hassall Auctions is subsequently included in any such proceedings I agree to indemnify Hassall Auctions for any liability or costs incurred by it in relation to such action or proceedings.
5. Notwithstanding clause 4, if any dispute arises with the Vendor I agree to allow Hassall Auctions to attempt to mediate and resolve the matter with the Vendor, and
  - a) If Hassall Auctions determines that the most appropriate resolution of the matter is the cancellation of the sale and refund of the purchase monies paid I will have no further claim or recourse against Hassall Auctions or the Vendor upon refund of the purchase monies;
  - b) I will not institute other action or proceedings unless Hassall Auctions has advised that it is unable to assist further in the resolution of the matter, or has failed to resolve the matter within a reasonable period of time having regard to all the relevant circumstances.

## Terms & Conditions of Auction Sale

### Sale:

1. A Buyers Premium applies to the GST Inclusive sale price of each lot sold unless otherwise stated.
2. Sales are conducted on a GST inclusive basis unless otherwise notified by the Auctioneer prior to the commencement of the auction.
3. Site regulations will apply to all sales and as such covered footwear will be essential. All persons under the age of 16 years will not be permitted on site.
4. All lots, having been available for inspection prior to auction, are offered for sale "as is, where is" with all faults (if any). To the full extent permitted by law, and notwithstanding the contents of, or any description given in, any catalogue, advertisement, engineer's report or other materials issued by the Auctioneer in relation to a lot, no express or implied condition warranty or guarantee is made or given in relation to that lot as to its condition, quality, fitness, purpose, merchantability or compliance with description.

### Bidding:

5. Intending bidders must have a valid Buyer Number. If you do not have a Buyer Number then to obtain one you will be required to complete and sign a Buyers Registration form which states that you understand the "Terms & Conditions of Auction Sale". This can be done at the office prior to the sale commencing.
6. The highest bidder shall be the purchaser, subject to the Vendor's approval and a reserve price if any.
7. The Auctioneer may hold a bid and refer such a bid to the Vendor before acceptance. In some circumstances further negotiations may only be held with the highest bidder.
8. No person will be allowed to retract their bid after being taken by the Auctioneer.
9. A right to bid by or on behalf of the Vendor is expressly reserved.
10. The Purchaser shall be deemed to be the Principal unless prior to the sale they have disclosed to us that they will be bidding on behalf of a Principal whose name and address shall be disclosed to the Auctioneer.
11. The Auctioneer may, without giving any reason refuse to accept the bid of any person or persons and may decline the offer for any lot or withdraw any lot or lots from the sale.
12. Should any dispute arise to any relevant lot or lots they may, at the discretion of the Auctioneer, be put up and resold.

### Payment:

13. Each buyer is to pay a deposit of not less than 10% (percent) of the purchase price or \$500.00 whichever is requested.
14. The balance of the purchase price shall be paid by cleared funds **no later than 3.00 p.m. on the first business day after the auction.**
15. That if I am a successful bidder then I agree to pay Hassall Auctions the buyer's premium plus GST as per the advertised rate in addition to the purchase price.
16. Payment to be made by CASH, BANK CHEQUE, DIRECT CREDIT, EFTPOS or CREDIT CARD before delivery of any goods is made. Fees may apply for EFTPOS and Credit Card payments.

17. Where paying by DIRECT CREDIT payment will be deemed to have been made once funds are showing in our account.
18. Buyers Purchasing with Finance being arranged must pay a 10% deposit of the total invoice price no later than 3.00 p.m. on the first business day after the auction which will be refunded upon the financial institution making payment to Hassall Auctions Trust Account.

### Collection:

19. All lots shall be at the buyers risk on the fall of the hammer and neither the Vendor nor the Auctioneer shall be accountable for any deficiency, damage or loss which may arise thereafter.
20. All goods which have been paid for in full must be removed by the purchaser at the purchaser's expense by 4.00 p.m. on the second business day following the auction.
21. No goods will be allowed to be removed prior to the completion of the auction.
22. All deliveries will be in accordance with the Vendor's or Site Workplace Health and Safety Policy.
23. Delivery of goods will be made against presentation of paid invoice / receipt only.
24. A storage fee may apply if goods are not collected by the allocated pick up time or ownership may revert to the Vendor.
25. Prospective purchases of Major Items of Plant are advised that special arrangements may be made with the Auctioneer or Auctioneer's clerk PRIOR TO SALE for an extension of time for removal purposes.
26. Hassall Auctions Staff are used in capacity of security only. The loading and removal of goods is solely the responsibility of the buyer.
27. Neither the Auctioneers nor the Vendor shall be responsible for any damage to property or injury to persons incurred during the removal of the lots purchased.

### General:

28. Any deficiency in the goods sold shall not vitiate the sale, but neither the Vendor nor the Auctioneer shall be bound to deliver more than is in their possession.
29. Purchasers are not permitted to resell or subdivide lots in the sale premises.
30. Time shall be the essence of the sale.
31. Upon any purchaser failing to comply with any of the terms and conditions all monies received in part payment shall be absolutely forfeited to the Vendor after the Agent's commission and costs, and all lots not collected may be resold at Public Auction or Private Contract and the deficiency (if any) of such resale, together with all costs and charges attending, shall be made good by the defaulter at the sale.
32. The purchaser shall be responsible to ensure that the plant or equipment complies with the requirements of the Workplace Health and Safety Act before it is used in the workplace.

Special conditions re electrical equipment: This equipment is sold in a used condition and no warranty is given that its present conditions comply with the safety requirement of the State Electricity commission. It is pointed out that under State Legislation the purchaser is required before resale or use to have the equipment examined and repaired by a registered electrical contractor.