

1. THE VENDOR SHALL HAVE THE RIGHT TO MAKE ONE OR MORE BIDS, EITHER BY THE AUCTIONEER OR THE VENDOR'S AGENT.
2. SUBJECT TO A RESERVE PRICE AND THE RIGHT OF THE VENDOR TO BID FOR A LOT OR LOTS, THE VENDOR MAY WITHDRAW THE LOTS FROM SALE WITHOUT DECLARING THE RESERVE AND THE HIGHEST BIDDER **SHALL NOT BE THE PURCHASER.** THE SELLING auctioneer/AGENT MAY THEREFORE REFUSE TO ACCEPT THE BIDDING ANY PERSON WITHOUT GIVING ANY REASON.
3. IN THE ADVENT OF ANY DISPUTE ARISING AS TO THE BIDDING, THE LOT/S SHALL BE PUT UP AGAIN AT THE LAST UNDISPUTED BID OR THE DISPUTE MAY BE DECIDED BY THE auctioneer/SELLING AGENT and his or the vendors decision shall be final.
4. BIDS WILL BE NOMINATED AT THE DISCRETION OF THE AUCTIONEER.
5. AFTER EACH LOT IS KNOCKED DOWN THE BUYER WILL GIVE THE BOOKING CLERK THEIR BIDDING NUMBER AND WHERE PRACTICAL REMOVE THE GOODS AFTER PAYMENT OF THEM. FAILURE TO PAY FOR THE GOODS ON THE DAY WILL RESULT IN INTEREST BEING CHARGED UNTIL PAYMENT IS EFFECTED.
6. A) ALL LOTS ARE AVAILABLE FOR INSPECTION PRIOR TO THE COMMENCEMENT OF THE SALE. THE BUYER IS DEEMED TO HAVE INSPECTED THE GOODS CAREFULLY BEFORE PURCHASE AND SHALL NOT BE ENTITLED TO REJECT THE LOT OR CLAIM COMPENSATION ON THE BASIS THAT THE GOODS WERE INCORRECTLY DESCRIBED OR OTHERWISE.

B) THE SAID LOTS ARE SOLD WITH ALL DEFECTS AND FAULTS WHETHER OR NOT SUCH FAULTS ARE DISCOVERABLE BY INSPECTION AND ARE NOT SUBJECT TO ANY WARRANTIES OR GUARANTEES. THE PURCHASER ACKNOWLEDGES THAT NO WARRANTY EXPRESS OR IMPLIED HAS BEEN MADE TO THE AGENT AS TO THE CONDITION OF THE GOODS. FOR THOSE GOODS WHICH CANNOT BE EXCLUDED FROM THE WARRANTY THE LIABILITY OF THE VENDOR WILL BE LIMITED AT THE VENDOR'S OPTION TO THE REPLACEMENT OF THE GOODS OR PAYMENT OF THE RESPECTIVE COSTS THEREOF.

C) THE GOODS WILL BE AT THE BUYER'S RISK ON THE FALL ON THE HAMMER AND THEREAFTER THE VENDOR OR THE SELLING AGENTS WILL BE FREE FROM ALL RESPONSIBILITY FOR SAFEGUARDING THE GOODS AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE GOODS SOLD. ANY GOODS MUST BE PAID FOR AND REMOVED FROM THE PROPERTY ON THE DAY UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE WITH THE VENDOR OR AUCTIONEER. ANY LOT NOT REMOVED WITHIN 30 DAYS WILL BE DEEMED ABANDONED BY THE PURCHASER AND CAN BE SOLD OR OTHERWISE DISPOSED OF BY THE VENDORS.
7. ANY PERSON ATTEMPTING TO PREVENT ANOTHER PERSON FROM BIDDING BY ANY PROMISE THAT MAY INFLUENCE THE PRICE IN THE PURCHASERS FAVOUR AND THEN ABSTAINS BY REASON OF SUCH AN ATTEMPT MAY BE GUILTY OF AN OFFENCE UNDER THE PROVISIONS OF THE AUCTION SALES ACT 1958. ANY PERSON WHO KNOWINGLY ENTERS INTO THE RECORDS OF ANY AUCTION SALE ANY OTHER NAME THAN THAT OF THE SUCCESSFUL BIDDER MAY BE GUILTY OF A SIMILAR OFFENCE UNLESS THE SUCCESSFUL BIDDER NOTIFIES THE AUCTIONEER OR CLERK IMMEDIATELY AFTER THE AUCTION.
8. UPON ANY PURCHASER FAILING TO COMPLY WITH ANY OR ALL OF THE ABOVE CONDITIONS, ALL MONIES RECEIVED IN PART PAYMENT SHALL BE 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 ATTENDING, SHALL BE MADE GOOD BY THE DEFAULTING PURCHASER. THE PURCHASER SHALL NOT BE ENTITLED TO ANY PROFIT ARISING FROM SUCH RESALE.
9. THESE CONDITIONS SHALL APPLY TO ALL SALES ON THE PROPERTY WHETHER BY AUCTION OR PRIVATE TREATY.

**ALL INTENDING PURCHASERS MUST REGISTER PRIOR TO THE
SALE AND OBTAIN A BIDDING NUMBER.**

OCTOBER 2018

Privacy Act 1988

Garry Nash & Co use personal information collected from you at clearing sales for security purposes. We may also use this information to contact you with respect to other clearing sales we believe may interest you and in providing the information you agree to this use unless you advise us differently. If the information is not provided we may not be able to provide an effective service to you. Other than in the circumstances allowed under the Privacy Act 1988, we do not disclose information of this kind to other parties. If you would like to contact us or access this information you can do so by contacting us at Garry Nash & Co, 23 Baker Street Wangaratta, phone 03 5722 2663, or email mail@garrynash.com.au.