

# **BOOKHAM CONDITIONS OF SALE – MARCH 16<sup>TH</sup> & 17<sup>TH</sup> 2019**

## **General**

1. Buyers must be registered to bid or purchase at this sale. Photo ID is a requirement for all registrations.
2. The purchaser is simply the highest bidder at the fall of the hammer.
3. Any dispute arising as to the highest bidder is to be determined by the Auctioneer who may re-offer the lot for sale.
4. The Auctioneer reserves the right to refuse any bid or to bid on behalf of clients and or the vendor.
5. All items remain the property of the vendor until payment has been received in full and to the satisfaction of Burns & Co Auctions.
6. Whilst every care is taken, the Auctioneer / Agent does not accept responsibility for items described incorrectly either in the catalogue or at the auction. Intending purchasers are encouraged to take advantage of the time given to view goods prior to the auction commencing. Furthermore, no compensation shall be paid in respect of any error or mis- description.
7. **The Auctioneer will inspect lots on behalf of bidders who wish to lodge their bids by the prescribed absentee form or online to ensure that the lots are as described in the catalogue. Contact Ashley on 0408 618 294 or [ashley@burnsandco.com.au](mailto:ashley@burnsandco.com.au) prior to the commencement of the auction.**
8. Please note carefully the order of sale and inspection arrangements.
9. Catalogue may change without notice and at the discretion of the agent / vendor. This includes the withdrawal of any lots at the agents / vendor's discretion.
10. None of the items are insured. At the fall of the hammer the item becomes the responsibility of the purchaser, therefore please take out immediate insurance cover on any item of value.
11. The auctioneer is merely the agent of the vendor on the respect of the sale of the goods. The auctioneer shall not be liable for any default of the purchaser or vendor.
12. **CAVEAT EMPTOR** (buyer beware) applies to each lot in this Auction.
13. **No Dogs / Pets or Alcohol are allowed within the Auction precinct. Owners will be asked to have all pets removed. No exceptions regardless of breed or size.**
14. **Please note you are entering the site of the auction at your own risk. The vendor and agent will hold no responsibility for your safety.**
15. All measurements are in millimetres, width x height.

## **Buyer's Premium**

1. As is the practice in all states of Australia, a buyer's premium for floor bidders of 15% will apply to all lots purchased. This means for each \$100 an additional \$15.00 will be incurred. A buyer's premium for online and absentee bidders of 18.25% will apply to all lots purchased due to the increased workload associated with this type of bidding. This premium includes GST.

## **Floor Bidding**

1. A Buyer's Premium for floor bidders of 15% will apply to lots purchased. This mean for each \$100 an additional \$15.00 will be incurred. This premium includes GST.
2. Should an absentee or online bidder and a floor bidder be locked on the same bid the lot will go to the floor bidder. Should two absentee or online bidders be locked on the same bid the lot will go to the absentee or online bidder who registered first with the auctioneer so get absentee bids in early and on the prescribed form.
3. Invoices forwarded to successful floor bidders are to be settled within 48 hours from invoice unless prior arrangements have been agreed upon.
4. Please refer to the above 'General Conditions' for further information.

## Online / Absentee Bidding

1. **Online Bidders must accept FULL RESPONSIBILITY FOR THEIR ACTIONS. No discussions will be entered into in regard to accidentally pressing the bid button or bidding on the wrong lot. This is without exception. IF UNSURE DO NOT BID. YOUR ACTIONS ARE FINAL.**
2. **In the event that online bidders leave a computer, smartphone or tablet logged in to the online bidding platform; Burns and Co accept no responsibility for any bids placed, or in the event your computer is hacked by unauthorised personnel.**
3. **The Auctioneer will inspect lots on behalf of bidders who wish to lodge their bids by the prescribed absentee bidding form or online to ensure that the lots are as described in the catalogue. Contact Ashley on 0408 618 294 or [ashley@burnsandco.com.au](mailto:ashley@burnsandco.com.au) prior to the commencement of the auction.**
4. A Buyer's Premium for online / absentee bidders of 18.25% will apply to all lots purchased. This means for each \$100 an additional \$18.25 will be incurred due to the increased workload associated with this type of bidding. This premium includes GST.
5. Should an absentee or online bidder and a floor bidder be locked on the same bid the lot will go to the floor bidder. Should two absentee or online bidders be locked on the same bid the lot will go to the absentee or online bidder who registered first with the auctioneer so get absentee bids in early and on the prescribed form.
6. Absentee bids will only be accepted on the prescribed form as attached and will be accepted by the auctioneers up until 4.00pm Friday 15<sup>th</sup> March 2019. All successful absentee bidders will be notified by email.
7. Invoices forwarded to successful online / absentee bidders are to be settled within 48 hours from invoice unless prior arrangements have been agreed upon.
8. **Burns and Co endeavour to ensure the security of items, however, will not be responsible in the event that an item does go missing or is misplaced during the auction.**
9. Please note this will be an audio free sale.
10. Please refer to the above 'General Conditions' for further information.

## Payments

1. **The Burns & Co invoice is final with no disputes being entered into.**
2. **Invoices forwarded to successful floor, online / absentee are to be settled within 48 hours from invoice unless by prior arrangement.**
3. All Payments are in Australian Dollars and are to be made by CASH, EFTPOS, (MasterCard or VISA) or EFT. Up to 2.2% surcharge on all credit card transactions. **NO CHEQUES WILL BE ACCEPTED.**
4. The swift code is NATAAU3303M, for any overseas payments please note Burns & Co will not be responsible for any fees incurred.
5. Banking Details: Bank: NAB, Name: Burns & Co Auctions Consignment Trust Account, BSB: 083-764, Acct No: 927-351-842.

## Collections & Pickup

1. Delivery will not occur until payment has been received in full.
2. Paid invoices MUST be signed off for items to be released.
3. **Removal Times: Items can be removed once paid between 8.00am and 9.00am days of sale, an hour after the conclusion of the auction (time permitting) or during the auction as long as it does not interfere with the running of the auction in any way. Monday 18<sup>th</sup> March 2019 to Thursday 21<sup>st</sup> March 2019 between 8.00am and 4.00pm.**
4. **ALL COLLECTIONS MUST BE MADE BY 4.00 pm THURSDAY 21<sup>ST</sup> MARCH 2019 WITHOUT FAIL.**