



BIRDWORLD'S

**Monster
BIRD
Auction**

Terms and
Conditions of Sale

BIRDWORLD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- a. "Auctioneer" means any person who conducts an auction by calling for bids and declaring Lots sold.
- b. "Bidder" means any person who bids for a Lot.
- c. "Bidder Registration Form" means a name and address form to be obtained from the Auctioneer.
- d. "Buyer" means any person who successfully bids for a Lot.
- e. "Lot" means any item or items marked as a lot or described as a lot by the Auctioneer.
- f. "Seller" means any person who sells a Lot.

2. PUBLIC LIABILITY

- a. Persons attending the Auction site, before, during or after the auction do so at their own risk. The Auctioneer, his agents, employees or principals shall not in any way be liable for any injury sustained to any person or for damage to or loss of property whatsoever caused.
- b. All persons attending the auction site under the age of 16 years are required to be in the care of and under the supervision of an adult.

3. REGISTRATION

- a. Prior to Auction each Bidder shall complete a Bidders Registration Form.
- b. Upon the request of the Auctioneer or his or her clerk, a Buyer may be required to provide his or her full name and residential address immediately.
- c. A buyer shall be deemed to purchase as a principal unless at the time of completing the Bidders Registration Form the Buyer:
 - (i) discloses to the Auctioneer that he or she will be bidding on behalf of a principal and shall supply the full name and address of that principal; and
 - (ii) gives the Auctioneer a copy of a written authority to bid for and on behalf of that principal
- d. A non refundable registration fee of \$5.00 will be charged for each registration.

4. HIGHEST BIDDER TO BE THE BUYER

- a. Subject to any reserved price, the highest Bidder for each Lot shall be the Buyer.
- b. Subject to condition 5 below, the entry of the Buyers name in the record or book kept by the Auctioneer or his clerk, shall be binding upon the Buyer and such record or book, together with these conditions, shall constitute the whole of the contract between the Auctioneer and the Buyer and as between the Buyer and the Seller.

5. DISPUTE AS TO BID

- a. If a dispute arises as to any bid, the Auctioneer shall, at his or her absolute discretion, either determine the dispute immediately or resume the bidding at the last undisputed bid. In either case the dispute must occur before the next Lot is offered for bids.

6. AUCTIONEER AND SELLERS RIGHTS

- a. The Auctioneer and the Seller reserve the following rights, which may be exercised by the Auctioneer without giving any reason there for.
 - (i) not to offer for sale any Lot or part of any Lot described in the catalogue;
 - (ii) to offer two or more of the Lots or part of any Lot described in the catalogue as separate Lots for sale together as one Lot;
 - (iii) should such Lots referred to in (ii) not be sold to a successful bidder, to offer such lots as separate Lots;
 - (iv) to withdraw any Lot or Lots from sale;
 - (v) to refuse to accept a bid or bids from any person or persons;
 - (vi) to refuse admission or to eject from the auction site any person or persons;
 - (vii) to refuse to accept any bid for a Lot being less than the sum nominated from time to time by the auctioneer-;
 - (viii) to keep secret the existence and amount of any reserve price of a Lot prior to the close of bidding or withdrawal from sale of the Lot;
 - (ix) in the event that any buyer shall successfully bid for more than one Lot at the auction
 - (1) to appropriate any monies received from that buyer in satisfaction or partial satisfaction of the purchase price due in respect of any one or more of such lots to the total or partial exclusion of amounts due in respect of any other such lot or lots as the Auctioneer shall see fit; and
 - (2) to elect at any time to treat such contract for the sale of each Lot as independent with each other and default under any such contract shall be default under all such contracts;
 - (x) to bid on behalf of any prospective buyer with or without disclosure;
 - (xi) in the event that any Lot is not sold at the auction to offer to sell the same immediately after the auction by private sale but otherwise subject to these conditions and
 - (xii) to permit the Seller to make one or more bids for any lot.

7. DEPOSIT

- a. On the fall of the hammer, the Auctioneer may require and the Buyer shall pay to the Auctioneer or his Clerk, by cash or bank cheque, a deposit of 20% of the purchase price for the Lot purchased.
- b. If a buyer fails to pay the deposit the Auctioneer may put the Lot up for bidding and resale, and the defaulting Buyers bid shall not be taken again at the resale.
- c. If the resale price is lower than the price obtained on the first sale the difference in price shall be an amount recoverable by the Auctioneer or Seller as a debt due and payable by the original Buyer.

8. FAULTS AND MISDESCRIPTION

- a. A sale shall not be invalidated by reason of any fault or defect in a Lot.
- b. A sale shall not be invalidated by reason of a Lot being Incorrectly described in a catalogue or elsewhere.
- c. The Seller or Auctioneer is not liable to pay compensation to a buyer for any fault or defect in a Lot or for any error or mis-description or for any missing part or quality.
- d. No warranty, either express or implied, is given by any verbal affirmation made by the Auctioneer.
- e. The Auctioneer or seller is not liable to pay compensation to a buyer for any fault or defect in a lot or for any error or mis-description or for any missing part or quantity.
- f. Bidders must satisfy themselves by inspection or otherwise as to the nature and authenticity of a lot and accept the same with all faults, latent or patent.

9. LOTS AT BUYERS RISK

From the fall of the hammer each Lot is at the Buyers risk. The Auctioneer and the Seller shall not be accountable for any deficiency, damage, death, disease, illness or loss which may occur thereafter.

10. REMOVAL OF LOTS

- a. At the Buyers own cost the Buyer shall remove the Lot within the time frame specified by the Auctioneer or by no later than 7 p.m. on the day of the sale.
- b. The Buyer is fully responsible for the expense and risk of the removal of a Lot and for any damage to property or injury to persons caused by themselves, their agents or employees that occurs during the removal of a Lot.
- c. Any part of a lot which a buyer does not remove within the frame time specified in (10.a) may thereafter be removed by some person, firm or company engaged by the auctioneer and stored at the auction site elsewhere, at the discretion of the auctioneer. Such removal and storage shall be deemed to be made at the request of the buyer and all costs incurred by the auctioneer shall be recoverable by the auctioneer and the seller as a debt due and payable by the buyer.

11. PAYMENT FOR LOTS

- a. Prior to the end of the auction or at any time thereafter specified by the Auctioneer, the buyer shall pay to the Auctioneer the full purchase price for the lot and additionally applicable GST, any other government tax or any buyers premium.
- b. The purchase price and any part thereof, shall be paid by cash, credit card or EFTPOS. Cheque payments will only be accepted if approved by the Auctioneer.
- c. The buyer shall not be entitled to require the delivery of the lot until the purchase price has been paid In full.
- d. The Auctioneer and the seller reserve the right to restrict access to the lot prior to the lot being paid in full
- e. Title to the lot shall not pass to the buyer until all cheques are cleared by the Auctioneer's bank.

12. BUYER'S DEFAULT

- a. If the buyer fails to comply with any of the above terms, the deposit or any monies paid shall be forfeited without notice to the Buyer by the Auctioneer and the Lot in respect of which the default has been made may be resold by public or private sale or disposed of, if no longer of commercial value.
- b. The defaulting Buyer shall pay all the expenses arising from the default including the cost of any removal, warehousing, advertising, commission and resale.
- c. If the price obtained on the resale is lower than the price obtained at the original Sale, the difference in price may be recovered by the Auctioneer or Seller as a debt due and payable by the Buyer.
- d. Without limiting the generality of the foregoing the Auctioneer is entitled to recover from the buyer:
 - (i) a sum for expenses and charges incurred by the Auctioneer in connection with or incidental to the auction in respect of the resale,
 - (ii) the amount of any applicable commission or buyers premium
 - (iii) any applicable GST or any other government tax or fee relating to or arising from the sale of the lot or part thereof.

13. TIME TO BE THE ESSENCE

Time shall be of the essence in the sale of any Lot and in the performance of the above terms and conditions.

14. GOODS AND SERVICES TAX (GST)

GST will be exclusive to the knockdown price of each and any lot, and is payable in addition to the knockdown price.

BIRDWORLD

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