



Auction Terms and Conditions

CONDITIONS OF SALE



The Vehicle being sold is a 1982 Holden Commodore
Wagon

VIN Number: VH8VL35-267

Hence forth known as the vehicle.

Term Of this Auction

TERMS: 10% DEPOSIT ON THE FALL OF THE HAMMER AND THE BALANCE IN
CASH IN 2 WORKING DAYS

N.B: IN ACCORDANCE WITH THE TERMS OF AUCTION NO COOLING OFF
PERIOD WILL APPLY.

1. This vehicle is sold unregistered and in an as is where is condition with the onus being upon the buyer to remove the vehicle as soon as practicable to a location of their choice. The Seller, being Great Southern Street Machine Association Inc. hence forth referred to as The Seller, accepts no responsibility for the care and condition of the vehicle in question and whilst care will be taken in regards the vehicle upon the fall of the hammer the vehicle immediately becomes the responsibility of the new owner, that being the highest bidder at Auction.

2. The vehicle is sold without warranty and or guarantee and the onus is upon the buyer to exercise all due diligence and to thoroughly inspect the vehicle and be fully satisfied with the vehicles condition prior to purchasing same.
3. Any person intending to bid must register before making a bid, and upon making a bid the bidder must clearly display the bidder number assigned to them by the auctioneer as bids will only be accepted from registered bidders.
4. The highest approved bidder shall be the Buyer subject to the Seller's approval and the reserve price, if any.
5. The Auctioneer may at his discretion refuse to accept any bid from any person, and no bid if accepted may be retracted without the consent of the Auctioneer. No bidder shall advance a less sum or percentage at any bidding than the Auctioneer is willing to accept.
6. A bid shall be deemed to be accepted unless the Auctioneer forthwith after it has been made declares his non acceptance or dissent.
7. If any dispute or difference shall arise as to the highest bidder the Auctioneer may reopen the bidding and resubmit the vehicle commencing with the highest amount previously bid for the same or he may decide on the highest bidder in such other manner as he in his absolute discretion shall deem fit and his decision shall be final.

8. The Auctioneer is the only and final arbiter should a dispute arise during the course of the auction, as such his decision shall remain final and irrevocable.
9. Immediately upon the fall of the hammer the bidder of the highest bid accepted shall sign purchase documentation and forthwith pay the deposit required and shall thereupon be deemed to be the Buyer, otherwise the vehicle may be resubmitted at his or her risk and expense or submitted afresh to Public Auction as if the vehicle had never before been submitted.
10. The right to bid by or on behalf of the Seller is expressly reserved.
11. The Seller and the Buyer agree to do all necessary acts and to sign all documents and papers for the purpose of transferring the vehicle to the Buyer. They also appoint the Auctioneer as their Agent and grant him an irrevocable authority to sign all documents and papers necessary to form all and any agreements for sale and purchase of this vehicle.
12. A bidder shall be deemed to be acting on their own behalf unless, prior to bidding he/she has given the Auctioneer a copy of a written authority to bid for, or on behalf of, another person.