

CONDITIONS OF SALE

1. A BUYERS PREMIUM of 16.5% {GST inclusive} applies to all lots purchased at auction.
2. All persons intending to bid need to register and have a Donnelly Auctions Buyer's Number allocated to them. Registrations need to have a current Driver's Licence with photo ID supplied. No bids will be accepted without a buyer's number.
3. Absentee bidders and phone bidders once registered must supply credit card details to secure their bid. If successful on the purchase of any lot Donnelly Auctions reserves the right to process payment immediately after purchase.
4. Subject to any reserve price, the highest bidder shall be the Purchaser and in the event of any dispute arising, the Lot in dispute will be re offered for sale and the Auctioneer's decision shall be final.
5. The Vendor shall not have the right to bid on any items consigned to Donnelly Auctions to sell on their behalf or have any agent bid on their behalf.
6. The Auctioneer reserves the right to accept or refuse any bid or bids without having to state any reason or reasons thereof.
7. The Auctioneer reserves the right to withdraw any Lot or Lots from the sale without notice.
8. On the fall of the hammer, the Purchaser must display the registered number for the Auctioneer to record and if required, pay a deposit. In the case of non-payment of such deposit, the Lot shall be put up again and resold either immediately or at the discretion of the Auctioneer and the defaulters bid shall not be taken again during the Sale.
9. All accounts must be settled within 24 hours of the Sale. No delivery may occur before accounts are settled.
10. Personal cheques will NOT be accepted - payment is strictly cash, credit card, debit card, or internet credit transfer, a printed bank or credit union receipt must be supplied of the transfer.
11. As the whole of the Lots have been available for inspection, no allowances or refund will be made, nor will any Purchaser be permitted to reject or cancel a Lot on the grounds of inaccurate description. The Lots are to be taken with all faults (if any) and will be at the Purchaser's risk on the fall of the hammer and thereafter the Vendor will be free of all responsibility for the safety of the goods and will not be liable for any loss or damage to the goods sold whether such loss or damage is caused or contributed to by any act, neglect or default of the Vendor, its servants, employees or agents.
12. Although information has been obtained from sources deemed to be reliable and every care has been taken in the completion of the catalogue and in advertising preparations, the Auctioneers and/or Vendors accept NO RESPONSIBILITY for any misdescription and make no warranty, guarantee or endorsement expressed or inferred as to the accuracy herein contained.
13. All items are to be collected and paid for by 4pm the day following the auction.

14. Any disconnection or services must be carried out by a qualified tradesperson.
 15. GST will apply to Buyer's Premium and on any ABN registered lot.
 16. From the fall of the hammer, the Purchaser is wholly responsible for the Lot and for any damage of property in injury to persons, which may occur during the removal of the Lot or Lots. This includes any damage or injury caused by their agents or employees.
 17. Members of the Public attend at their own risk - no responsibility is accepted for any accident.
 18. In the Sale of any Lot, time will be of the essence.
 19. If any Purchaser fails to comply with any of these conditions, or if any cheque given on account of any purchase is dishonoured, any monies which said Purchaser shall have paid to the Auctioneers shall be at liberty to sue the Purchaser for damages, or at their option to resell the Lot in any given manner and upon such terms and conditions as they may think proper. All costs and expenses incurred by the Vendor or the Auctioneers resulting from any resale or court action will be recoverable from the defaulting Purchaser.
 20. The Purchaser acknowledges that all Lots are purchased subject to a "Buyer's Premium" at a rate as stated in the Auctioneer's advertisements and catalogues. The Buyer's Premium will be payable at the same time as the purchase price and is payable to the Auctioneers in consideration for services and facilities provided to the Purchaser by the Auctioneers.
 21. Unless otherwise stated, the plant sold at this auction has not been assessed or inspected by a competent person and it may or may not be affected by faults or defects, which make it unsafe for use. Therefore, it is only suitable for scrap or spare parts. It is the responsibility of the Buyer to ensure assessment and inspection by a competent person.
 22. All items purchased remain the property of Donelly Auctions until full payment has been received or funds are cleared in our bank account in line with our terms and conditions.
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