

Terms and Conditions

1. Terms are prompt cash, with all accounts paid within two days of the sale including the premium.
2. The highest bidder shall be the Purchaser subject to a reserve price, if any. In the event of any dispute arising, unless one of the claimants will advance, the lot shall be put again and resold. The Auctioneer's decision will be final.
3. The entry of either the Purchaser's name or the Purchaser's bidding number in the case where the Purchaser's name has been entered in the bidder's register shall bind and constitute the Purchaser to the lot sold and that entry may be made by the Auctioneer to the Auctioneer's Clerk.
4. Buyers shall pay to Brisbane Auction Galleries the amount of premium applicable to each lot being sold at the auction as specified in the catalogue.
5. If demanded by the Auctioneer, a cash deposit of 25% shall be paid by the Purchaser, such deposit shall apply to any lots purchased.
6. All goods shall be at the Purchaser's risk from the fall of the hammer and neither the Auctioneer nor the Vendor shall be accountable for any deficiency damage or loss, which may arise thereafter.
7. The whole of the lots having been available for inspection, no allowance or refund will be made nor will any Purchaser be permitted to reject any lot on the grounds that is not correctly described in the catalogue or in any other publication, advertisement or oral announcement made prior to the sale.
8. The Purchaser agrees that
 - All warranties and conditions on the part of the Vendor implied by statute or otherwise relating to the goods the subject of each lot are excluded to the maximum extent permitted by law;
 - The Vendor or Auctioneer gives no condition or warranty whatsoever as to the condition or quality of the goods or as to their suitability or fitness for their ordinary or any special use or purpose, and the description of the goods in any publication, advertisement or other document or any other oral representation or description by the Vendor or Auctioneer shall not import any such condition or warranty on the part of the Vendor;
 - It is the responsibility of the Purchaser to satisfy himself/herself as to the condition, quality, suitability and fitness of the goods for his/her purposes;
 - The Purchaser accepts the goods with all faults and defects (if any).
9. Upon the Purchaser failing to comply with any of the conditions herein all moneys received in part payment shall be absolutely forfeited to the Vendor and all lots uncleared by the specific date 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 a liquidated debt due and owing and payable by the defaulting Purchaser immediately.
10. All electrical appliances and/or equipment are in a used condition. No warranty is given that their present condition complies with the safety requirements of any Government or semi-government authority. Purchasers shall be responsible for having such appliances and/or equipment examined or repaired by a registered electrical contractor as may be required by law, prior to their use.
11. Delivery of lots is not to be taken without a representative of the Auctioneer being present at the time. The Purchaser shall ensure that delivery is taken of all goods at the time of delivery.
12. Time shall be the essence of the sale of any lot.

13. The Auctioneer reserves the right to bid on behalf of the Vendor at any time at his discretion. The Staff of the Brisbane Auction Galleries will endeavour to assist Purchasers with their acquisitions however they will not be held responsible for any accident or damage to Purchasers or acquisitions as a result of their assistance. Brisbane Auction Galleries shall have the right to refuse admittance to its premises or attendance at its auctions by any person.

14. A right to bid on behalf of the Vendor is expressly reserved.

15. In these circumstances the word "Auctioneer" means "Brisbane Auction Galleries" except that where the context so permits it shall include the person conducting the auction.

SPECIAL NOTE TO PURCHASERS

1. Attention is drawn to Clause 8 and 8 of the Condition of Sale

2. All persons entering on to the sale site do so at their own risk. The Vendor and the Auctioneer accept no responsibility for any claim, demand, action or proceeding whatsoever and whether arising out of personal injury or property damage.

3. All lots are sold as described, with the best of intentions. Purchasers should satisfy themselves as to the authenticity of any item purchased and notify Brisbane Auction Galleries within ten (10) working days of the date of the sale should the authenticity of any lot be in doubt. No discussion or liability will be accepted after that time.