

Nick Kirshner Property & Livestock Terms | Conditions | Instructions (clearance sale | livestock auctions | property & land auctions)

Clearance sale This information is given solely for the purpose of occupational health and safety legislation and regulation and is not available or to be construed as any promise warranty representation or statement about the condition operation or suitability for any purpose of anything sold at this sale. The Occupational Health & Safety Act 1985 and Regulations impose obligations in respect of safety for workers arising out of the design, manufacture and supply of plant for use in the workplace. The auctioneer warns buyers that no plant or equipment offered for sale at this auction is fit for use in the workplace and it is the responsibility of the buyer to ensure that it is brought to a standard necessary to comply with the Occupational Health & Safety Act 1985. Buyers are warned that breaches of the Act incur very large penalties. In the interest of the health and safety for workers, safety inspections of plant and equipment purchased at auction are recommended to be performed by authorized people or companies. The Buyer acknowledges and agrees:

1. All items offered for auction may not comply with occupational health and safety criteria.
2. The highest approved bidder shall be the purchaser, subject to the vendor's approval and the reserve price, if any.
3. The Auctioneer may at his discretion refuse to accept any bid from any person, and no bid, if accepted, shall be retracted without the consent of the Auctioneer. No Bidder shall advance a less sum or percentage at bidding than the Auctioneer is willing to accept.
4. A Bid shall be deemed to be accepted unless the Auctioneer forthwith after it has been made declares his non-acceptance or dissent.
5. If any dispute or difference shall arise as to the highest Bidder the Auctioneer may re-open the bidding and resubmit the item 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 discretion shall be final.
6. The Auctioneer reserves the right to bid for and on behalf of the Vendor.
7. Auction will be conducted on a GST exclusive basis, which means that GST will be added to the bid price, where GST is applicable.
8. Where any person is bidding on behalf of another person, the bidder must first provide the Auctioneer with a copy of his written authority to bid and enter into an agreement for Sale and Purchase of the lot to the Auctioneer prior to the commencement of the auction, otherwise the bidder is deemed to be acting on his own behalf.
9. Payment must be received on the day of the purchase prior to removal of goods.
10. The whole of the lots having been available for inspection prior to the auction no allowance or refunds will be made, nor will any Buyer be permitted to reject any lot on the grounds that it is not correctly described in the catalogue (if any). The said lots are to be taken with all faults and defects (if any) and will be at the risk of the buyer on the fall of the hammer and thereafter the Seller will be free of all responsibility for safeguarding the lot and will not be liable for any loss or damage to the lot sold whether such loss or damage is caused or contributed to by any act neglect or default of the Seller, its servants, employees or agents. It is the responsibility of buyers to inspect all items before bidding and satisfy themselves as to their condition.
11. All lots which have been paid for in full must be removed by the buyer at the buyer's expenses by 5.00pm on the day of the sale (unless prior arrangements have been made by the buyer with the seller or seller's agent).
12. PLEASE NOTE Insurance and removal are Buyers Responsibility, unless otherwise stated by the Auctioneer, at the time of Auction.
13. The Auctioneers make no Guarantees or Warranties, Expressed or Implied on any equipment sold.
14. You must register prior to bidding and you must retain this card as your identification when bidding and expose it to the auctioneer.
15. If you are the successful bidder for any of the items offered for auction, you hereby acknowledge that you will be bound to purchase the said items in accordance with the terms and conditions as displayed, handed out, read out at the beginning of the auction and or included in this document.
16. All items are the responsibility of the purchaser upon the fall of the hammer.
17. Payment terms: cash, approved cheque or alternative options as notified on the day of sale or as pre-arranged.
18. All electrical items purchased at auction must be checked by authorized personnel prior to use.
19. Any one attending the auction is advised by the seller and seller's representative that the sale may involve a risk of physical harm and or loss. Livestock, machinery, plant and equipment may be offered for sale and each item has its own inherent risk and anyone attending the auction must be aware of this. All persons attending the auction do so at their own risk and the seller and seller's representative do not take any responsibility. The seller's agent is instructed by the seller to conduct the sale in the manner directed by the seller, with items placed out and submitted for the sale as directed by the seller. The seller's agent has no control over any items offered for sale.

Land and livestock

1. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
2. A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
3. The highest bidder is the purchaser, subject to any reserve price.
4. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
5. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
6. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
7. A bid cannot be made or accepted after the fall of the hammer.
8. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
9. The purchaser of livestock must pay the stock and station agent who conducted the auction or the vendor the full amount of the purchase price:
 - (a) if that amount can reasonably be determined immediately after the fall of the hammer-before the close of the next business day following the auction or
 - (b) if that amount cannot reasonably be determined immediately after the fall of the hammer before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

Residential property or rural land

1. All bidders must be registered in the bidders record and display an identifying number when making bids.
2. Subject to 18 (2A) the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
3. Immediately before making the vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce vendor bid.

Sale by auction of co-owned residential property or rural land or the sale of such land by a seller as a executor or administrator

1. More than 1 vendor bid may be made to purchase the interest of a co-owner.
2. A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
3. Before commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
4. Before commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any other person registered to bid on behalf of any co-owner, executor or administrator.