Drivers Licence Sighted: ☐

Bidders Number (Office Use Only)

Bidders Registration Form

- This form must be completed and returned to the office in order for you to receive a bidders number.
- Please familiarise yourself with the auction terms & conditions available on the back of this form.
- If you've previously filled out this form please go to the registration office and produce your drivers license to receive a bidders number.

Buyer Information

Drivers Licence: _____ **Date of Birth:** / /

First Name: _____

Surname: _____

Company: _____ **ABN:** _____

Address: _____

Suburb: _____ **State:** _____ **Post Code:** _____

Phone: _____ **Mobile:** _____

Email: _____

Conditions of Sale

The buyer agrees to the conditions of sale as displayed on the back on this registration form and in the auction catalogue

Signature: _____ **Date:** / /

Please return this completed form to the office to receive your bidders number

Privacy Policy – MGS are committed to providing our customers with a high level of privacy in relation to any information collected. You can view our Privacy Policy via www.mgs.net.au or at our office.

Terms and Conditions

1. Bidder to Register - Prior to Auction, each bidder shall complete all details on a Bidders Register form to be obtained from the Auctioneer

2. Highest Bidder to be the Buyer - The highest bidder for each lot shall be the buyer except where there is a reserve price and if any dispute arises as to any bidding, the lot in dispute, shall be immediately put up for sale again at the last undisputed bidding or the dispute may be determined by the Auctioneer

3. Auctioneer may refuse bid - The Auctioneer may, without giving any reason, refuse to accept the bidding of any person/s

4. Vendors May Withdraw - Any item from sale

5. Deposit - On the fall of the hammer, the buyer of each lot, shall, if requested, pay to the Auctioneer a deposit determined by the Auctioneer in cash, or by bank cheque. If a buyer has not registered prior to the Auction they shall give in writing their name & address (if required), to the Auctioneer or their clerk. If any buyer fails to comply with any of these terms, the lot of lots, in respect of which such failure is made, may, if the auctioneer thinks fit, be put up again and resold, and the defaulters bid shall not be taken again during the sale. If upon resale a lower price is obtained for any such lots than was obtained on the first sale, the difference in price shall be debt from the buyer in default upon the first sale.

6. Faults or Misdescription - All lots are sold as they are, and the sale shall not be invalidated by reason of any defect or faults in any of the lots by reason of, any of the lots being incorrectly described in the catalogue or elsewhere, or missing parts or quantities, and neither the sellers nor the Auctioneer shall pay compensation in respect of any faults or errors of description, parts or quantities.

7. Lots at Buyers Risk - Each lot shall be at the buyers risk from the fall of the hammer and the buyer shall pay, by bank cheque or cash (unless prior arrangements have been made with the Auctioneer), for the lot in full before delivery and the buyer shall remove the lot at his own expense within 24 hours of the time of sale. Not with standing that the lots are the buyers risk from the fall of the hammer, or time of the sale, the sellers and Auctioneers reserve the right to restrict access to the lot prior to payment in full for the lot. Title to the goods shall not pass to the buyer until all payments are cleared by the Auctioneer's bank.

8. GST - Where applicable, the buyer shall pay GST on any lot indicated.

9. Responsibility for Removal - The buyer is wholly responsible for any damage to property or injury to persons incurred during the removal of a lot or lots purchased, including damage or injury caused by their agents or employees.

10. Conditions of Entry - All buyers or members of the public enter the Auction Rooms or Vendors premises entirely at their own risk. Buyers and members of the public are warned of the possibility of dangerous machinery, chemicals etc. being present in the Auction Rooms or Vendors premises. People may not be familiar with the surroundings - please be careful

11. Failure to comply with Terms - Upon failure to comply with the above terms, the money deposited in part payment, shall be forfeited to the owner of the lot, therefore paying all expenses and the lot shall be resold by the public or private sale and the deficiency (if any), arising upon the resale together with the expenses, shall be made good by the defaulter at this sale

12. Buyers Premium - A Buyers Premium applies to each item sold (unless otherwise noted)

13. Time to be the essence - Time shall be the essence of the sale of any lot.

14. Collection of Goods Limited During the Auction

15. Payment - Eftpos, Bank Cheque, Cash, Internet Banking, Credit Card

16. It is the Buyers Responsibility to comply with the Occupational Health & Safety and Welfare Act 1986, and Welfare Regulations 1995. The auctioneer and vendor warn purchasers that no lot offered shall be deemed to be fit for use. It is the purchasers responsibility to ensure that all lots purchased are tested and or comply with OHSW Act of 1995.

17. No Warranties or Representations

(a) No warranty is given or representation made as to the state, condition, quality, fitness for purpose, merchantable quality or compliance with legal or regulatory requirements in respect of any items comprising the lot by the owner, the external administrators of the owner or the Auctioneer (or their respective employees or agents) and/or to the extent that these may be deemed to be given or made then the buyers expressly acknowledge that these are not relied upon in their evaluation of the items.

(b) To the maximum extent permitted by law, all conditions, representations and warranties implied or imposed by law are expressly excluded.

(c) Buyers must make their own independent enquiries and obtain their own advice in respect of all matters pertaining to the items and hereby release and indemnify (and agree to keep indemnified) the owner, the external administrators of the owner and the Auctioneer from all claims of any type arising out of or in relation to the items purchased by the buyer and/or their subsequent use or re-sale (as applicable)."