

ABSENTEE BID FORM

To: Quaid Auctioneers
35 Lake Street
CAIRNS QLD 4870

Phone: 07 4051 3300
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E-mail: auctioneers@quaid.com.au



I/We hereby request Quaid Auctioneers to bid on my/our behalf for the undermentioned lots up to the prices stated. Lots will be bought as reasonable as is allowed by such other bids and reserves, if any, in accordance with the Terms and Conditions of Sale. Successful bids will not be acknowledged, please telephone after the sale. Payment to be made within 24 hours of sale.

PAYMENTS CAN BE MADE BY THE FOLLOWING METHODS

CREDITCARD:

(Visa & Mastercard only) 2% Surcharge Applies

 Visa Mastercard

Credit Card Number: _____ Expiry Date:/.....

Card Validation Code (Last 3 digits on back of card): _____

DIRECT DEBIT:

BANK: ANZ
BRANCH: Grafton Street, Cairns
ACCOUNT NAME: Quaid Real Estate Trust Account
BRANCH NO.: 014 734
ACCOUNT NO.: 3818 39175

LOT NO.	QTY	DESCRIPTION	AMOUNT (Max Bid) Per Each + Buyers Premium

Name: _____

Address: _____

Phone No.: _____

Signature: _____ Date: _____

Drivers Licence No.: _____

BIDDER NO.

Office Use Only

Please Note: Quaid Auctioneers offers this service as a convenience to its clients who are unable to attend the sale, and will not be held responsible for error or failure to execute bids.

TERMS AND CONDITIONS OF AUCTION SALE
Quaid Real Estate Pty Ltd T/As QUAID AUCTIONEERS (ACN: 010331423)
AS AGENT FOR THE SELLER (Hereinafter “the Company”)

1. The highest approved bidder for each lot shall be the Purchaser subject to the approval of the Vendor and the reserve price if any.
2. If any dispute or difference shall arise as to the highest bidder the Auctioneer may re-open the bidding and resubmit the lot for sale commencing with the highest amount previously bid for the lot or the Auctioneer may decide on the highest bidder in such other manner as he in his absolute discretion shall deem fit. The decision of the Auctioneer shall be final and no bidder shall have any right of recourse against the Auctioneer, the Company or the Vendor.
3. 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.
4. 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. The Auctioneer may decline the offer for any lot or withdraw any lot or lots from sale prior to the fall of the hammer for the particular lot or lots.
5. Each purchaser shall immediately after the fall of the hammer for a lot show to the Auctioneer their bidder registration number.
6. The whole of the lots having been available for inspection prior to the auction no allowance or refunds will be made nor will any Purchaser be permitted to reject any lot on the ground that it is not correctly described in the catalogue. **The said lots are to be taken with all faults and defects (if any) and will be at the risk of the Purchaser on the fall of the hammer and thereafter the Vendor will be free of all responsibility for safe guarding the lot and will not be liable for any loss of or damage to the lot 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.**
7. The purchaser accepts all risk and responsibility for losses, damages, personal injury and other consequences resulting directly or indirectly from the purchase of any lot and indemnifies the Company against all expenses, losses, damages and costs the Company may incur directly out of or in connection with: a) any personal injury caused to any person as a result of the use of the lot purchased from the Company; b) any damage caused as a result of the use of any lot purchased from the Company; and c) any negligence, breach of duty or breach of statute by the purchaser in connection with the use of the lot purchased from the Company. To the maximum extent permitted by law, the purchaser excludes all liability directly or indirectly from the purchase of the lot.
8. The balance of the purchase price shall be paid by the Purchaser in cash, cheque, telegraphic transfer, eftpos, credit card (visa or mastercard subject to a 2% Administration Fee), no later than 4.00pm on the day of the sale (unless prior arrangements have been made by the Purchaser with the Vendor). In the event of delivery being made or possession obtained by the purchaser prior to payment in full of the purchase price Title and property in the lot does not pass to the purchaser.
9. Should any deficiency arise between the quantity of goods described at the time of sale and that available at the time for delivery the Purchaser shall take and the Auctioneer shall be required to effect delivery of only the quantity actually so available. No compensation will be paid in respect of any such deficiency but the Purchaser may claim a pro-rata adjustment of purchase price. No adjustment will be made unless the Purchaser makes this claim at or before the time of delivery.
10. All lots which have been paid for in full must be removed by the Purchaser at the Purchaser's expense by 4.30pm on the day of the sale (unless prior arrangements have been made by the Purchaser with the Vendor) or as specified at the time of sale.
11. Upon any Purchaser failing to comply with any of the above conditions all monies received in part payment of the purchase price shall be absolutely forfeited to the Vendor and all lots not removed as aforesaid may be re-sold by public auction or private contract and the deficiency in price (if any) on such resale together with all costs and charges incurred in attending thereto shall be paid forthwith by the defaulting Purchaser and if not paid the Vendor has the right to recover such amount from the defaulting Purchaser as a debt.
12. Time shall be of the essence of the sale of any lot.
13. The Auctioneer reserves the right to one bid.
14. Terms are strictly cash before delivery.
15. Special Conditions Re: Electrical Appliances: These appliances are in a used condition and no warranty is given that their present condition complies with the safety requirements of the State Electricity Commission. It is pointed out that under the State Legislation the Purchase is required before re-sale or use to have the appliance examined and repaired by a registered electrical contractor.
16. The Purchaser acknowledges that all lots purchased are subject to a “Buyers Premium” at a rate as stated in the Company's advertisements and catalogues. The Buyers Premium will be payable at the same time as the purchase price and is payable to the Company in consideration for services and facilities provided to the Purchaser by the Company.
17. A right to bid by or on behalf of the Vendor is expressly reserved.
18. Unless otherwise stated, goods are sold on a GST inclusive basis.
19. The purchaser acknowledged that the Company is acting as authorised agent of the Vendor and any rights of action he may have in respect to the lots purchased by him lie against the Vendor and not the Company.
20. No servant or agent of the Company is authorised to waive, add to or vary these conditions without the written authority of the Managing Director.
21. * Denotes that the Company has a beneficial interest.

These conditions are to be read in conjunction with any special conditions outlined in the sales catalogue. Where there is inconsistency between the conditions herein and the Auction Catalogue, the Catalogue will take precedence.