



JOHN WILLIAMS

CONDITIONS • *of* • BUSINESS

1. In these conditions "Auctioneer" means Goodjon Pty Ltd trading as John Williams Auctions, their servants and agents, acting as agent for the Seller. "Seller" means a consignor of property. The Auctioneer is not however, responsible for any act or omission or defaults of the Seller or the Buyer.
2. The Seller authorises the Auctioneer to deduct commission and expenses from the hammer price and acknowledges the Auctioneer's right to retain any premium payable by the purchaser.
3. The Auctioneer shall have absolute discretion as to whether the lot is suitable for sale by the Auctioneer, and if so as to the place and date of the sale, the conditions of sale, the manner in which the sale is conducted and how the lot is described in the catalogue. The Auctioneer may divide any lot, combine any two or more lots, or withdraw any lot from sale.
4. Each lot shall at all times remain at the risk of the Seller who hereby undertakes to indemnify the Auctioneer against all claims made or proceedings brought against the Auctioneer in respect of loss or damage to the lot of whatever nature howsoever and wheresoever occurring and in any circumstances, even where negligence is alleged or proven.
5. The Seller warrants to the Auctioneer and to the Buyer that he is and will be able to transfer good and marketable title to the lot free from all third party rights or claims. The Seller shall indemnify the Auctioneer, its employees and agents and the Buyer against all claims made or proceedings brought by persons entitled or purporting to be entitled to the lot. The Seller shall reimburse the Auctioneer in full and on demand for all payments, costs, expenses or any other loss or damage whatsoever made, incurred or suffered as a result of any breach by the Seller of this condition of business.
6. The Seller warrants to the Auctioneer and to the Buyer that any electrical or mechanical appliances are in full working order and are safe if reasonably used for the purpose for which they were designed. The Seller shall indemnify the Auctioneer, its employees and agents and the Buyer against any loss or damage suffered by any of them in consequence of any breach of the above warranty and undertaking.
7. All lots shall be subject to a reserve as agreed in writing between the Auctioneer and the Seller and once a reserve has been agreed, it may be changed only with the consent of the Auctioneer.
8. If any lot fails to reach its reserve or otherwise unsold by auction, the Seller authorises the Auctioneer, as the Seller's exclusive agent for a period of two months following the auction to sell the lot privately for a price that will result in a payment to the Seller of not less than the net amount (after deduction of the Auctioneer's commission and expenses) to which the Seller would have been entitled had the lot been sold at a price equal to the agreed reserve (or such other price agreed with the Seller). In such event, the Seller's obligations to the Auctioneer and the Buyer with respect to such lot are the same as if it had been sold at auction.
9. Lots that have failed to reach their reserves or otherwise unsold must be collected at the Seller's expense, within the period of 28 days after receipt by the Seller of notice from the Auctioneer requiring him to collect. Upon the expiry of such period the Auctioneer shall have the right to sell such lots by public or private sale and on such terms as he thinks fit and to deduct from the proceeds of sale any sum owing to the Auctioneer or to any associated company of the Auctioneer including (without limitation) removal, storage and insurance expenses, other expenses and commission with regard to the prior auction, expenses and commission on the sale of the lots and all other reasonable expenses before remitting at the Seller's request shall be returned at the Seller's risk and expense.
10. Sales will be conducted on a GST-inclusive basis, i.e. the hammer price includes GST. The Seller will be responsible for the collection and remittance of any GST applicable to a lot. The Seller must notify the Auctioneer at the time of consignment if any lot is subject to GST and if so must supply details of the Seller's ABN. The Seller authorises the Auctioneer to inform potential buyers and the Buyer if a lot is subject to GST and to issue a tax invoice to the Buyer using the Auctioneer's ABN. GST is payable on the Auctioneer's commission and on any other related fees or expenses.