

COUNTRY AUCTIONS

ABN 81 129 084 591

DL: MD20821

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Vendor Agreement

Trading Name.....VENDOR CODE.....
Contact name:.....SALE DATE.....
Address:.....**BANK DETAILS:**
Town:.....State..... Postcode**NAME:**.....
Phone:..... Mobile:**BSB:**.....
Are you registered for GST purposes YES/NO...ABN:**A/C:**.....

Id Number	Description	Condition and Comments	Reserve
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Ithe owner of the above items to be auctioned have read and agree to the terms and conditions of sale.

Signed..... Date...../...../..... Agents Signature.....

TERMS AND CONDITIONS OF ACCEPTANCE

Country Auctions accepts and holds goods ("the goods" detailed in the schedule) for submission to sale at auction, or thereafter by private treaty, in each case as vendor's agent and on and subject to, the terms and conditions hereunder.

1. That the vendor by delivering or causing delivery of the goods to Country Auctions:
 - a) Represents and warrants same to be his/her unencumbered property.
 - b) Instructs Country Auctions as agent, to sell on and subject to, its usual terms & conditions of sale.
 - c) Authorises Country Auctions to receive the purchase money.
 - d) Authorises Country Auctions to sign on its behalf a sale note or like document.
 - e) Agrees to be bound by these conditions of acceptance.
2.
 - a) Country Auctions shall have the right to sell the goods without reserve, unless instructed on the reverse of this form at least 24 hours before the commencement of the sale. Minimum reserve of \$50.00 per lot.
 - b) Country Auctions shall be entitled to sell the goods to the highest bidder whether at or after the auction, prior to receipt of any notification by the vendor of withdrawal of the goods from sale.
 - c) Country Auctions agrees to abide by any notified reserve price for one auction only. If the reserve price is not reached Country Auctions shall have the right to offer and sell the goods, without reserve, at the next Country Auction sale.
3. This agreement is to continue until:
 - a) The goods are sold by Country Auctions.
 - b) The goods are collected by the vendor, prior to a sale being effected.
 - c) The goods have been disposed of by Country Auctions.
4.
 - a) Country Auctions shall be entitled to commission, at the rate specified in the schedule, whether being sold by auction or private treaty.
 - b) Country Auctions shall be entitled to deduct the commission, lot fees, any costs, charges or taxes incurred in relation to the sale, from the gross proceeds of the sale.
5. That it is agreed that prospective purchasers of the goods listed in the schedule shall be entitled to inspect the goods prior to the sale at Country Auctions premises.
6. Any description by Country Auctions of the goods, whether in any catalogue, advertisement or statement, (whether written or verbal) as to authenticity, quantity, quality, age, history or type or as to any fault or defect in the goods, will be true and accurate to the best of the knowledge, information and belief of Country Auctions at the time of making, thereof and subject thereto Country Auctions accepts no responsibility to the vendor or purchaser, as a consequence of any mis-statement or mis-direction.
7. The vendor shall hold Country Auctions harmless and indemnify Country Auctions against any claim by any purchaser of goods, as a consequence of any mis-representation as to the goods made by Country Auctions on the basis of information supplied by the vendor.
8. That within 14 days of the sale, but subject to clearance of cheques accepted from the purchaser, Country Auctions will account to the vendor for proceeds of sale, less all agreed charges for cartage, storage, commission and all other out-of-pocket expenses, incurred by Country Auctions in relation to the sale of goods.
9. Country Auctions shall be entitled to cancel any cheque drawn in favour of the vendor or as directed by the vendor if such cheque has not been presented for payment within 90 days of drawing, the vendor will be liable to pay ment of a fee to have the cheque re-issued.
10. That Country Auctions accepts no liability for loss or damage to goods whether due to its negligence (including that of its servants, agents or invitees) atmospheric changes, fire, burglary or other causes whatsoever.
11. That Country Auctions is not answerable for any deficiency on the re-sale of uncleared goods.
12. Country Auctions will offer the goods for sale at not less than one regular auction conducted by Country Auctions. In the event that the goods are not sold at auction, or by private treaty and are not collected by the vendor within seven working days, of the auction at which the goods were first offered, Country Auctions shall have the right to dispose of the goods in whatever way thought fit and the vendor shall be liable to Country Auctions for any costs of disposal of the goods. The onus is on the vendor, to make enquiries as to whether a sale has been effected.
13. The vendor acknowledges the responsibility of Country Auctions to remit GST in relation to the sale and to deduct any such liability from the gross proceeds of any sale.

SCHEDULE OF FEE'S (All fees are GST exclusive-GST is to be added)

<u>Lot Fee:</u> items under \$10,000.00 \$2.25	<u>Commission:</u> items under \$10,000 15%
Items \$10,000.00 & over \$8.00	items \$10,000 & over 11%
<u>Advertising/Internet Fee:</u> Nil	<u>Insurance:</u> Vendors are responsible for insuring all items