

# Fowles Auction Group

Fowles Auction Group Pty Limited ACN 089 074 206

**Buyer Group**  Public  Dismantler/Panel Beater  Franchise  Non Franchise  Business Use

1. This form must be completed in order for you to obtain a bidder's card.
2. The bidder's card is necessary in order for you to buy a vehicle at any Fowles auction.

**Bidder Details** Please fill in the details of the person bidding for the vehicle, as per details on the photographic identification.

First Name	
Surname	
Street	
Suburb	
State	Postcode
Telephone	
Fax	
Mobile	
Email	
Date of Birth	
LMCT No	
ACN No	
ABN No	
Drivers Licence No	
State	Expiry
Passport No	
Country	Expiry

**Invoice Details** This section is for details of the person or company to whom the item is to be invoiced, and the name the vehicle is to be registered in by the local Road Traffic Authority.

Company Name or	
First Name	
Surname	
Street	
Suburb	
State	Postcode
Telephone	
Fax	
Mobile	
Email	
Date of Birth	
LMCT No	
ACN No	
ABN No	
Drivers Licence No	
State	Expiry
Passport No	
Country	Expiry

## Important read before signing

When you sign this you are making representations to Fowles and also agreeing to the Important Conditions in the next column. You should ensure you have read those conditions prior to signing, and ensure you read the contract Terms and Conditions on the back of this page prior to making any bid at any Fowles Auction Group auction. If you bid at any Fowles Auction Group auction you will be subject to those Terms and Conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## buyer registration card

Registration No

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### Important Conditions You must read this

I, the named bidder, on my own behalf, and where I am acting on behalf of a Buyer, on the Buyer's behalf, in consideration of being permitted to bid at this auction sale agree and acknowledge, as follows:

1. I declare that the information provided by me in this Buyer Registration is correct;
2. I declare that I am authorised to act on behalf of any Buyer nominated on this form in relation to any items for which I may bid, or subsequently buy;
3. I have read the Terms and Conditions of the auction sale as set out on the back of this Buyer Registration and understand that if I bid at auction it is subject to these Terms and Conditions and any special conditions which may be announced prior to the auction by the auctioneer. If I am the successful bidder I acknowledge that I will be bound to purchase the goods for which I have successfully bid in accordance with those Terms and Conditions and any special conditions announced prior to the auction.
4. That Fowles is an auctioneer and is acting as agent for the Vendor and that if any dispute arises (whether before or after Fowles has paid the Vendor the proceeds of any sale) then that dispute will be between the Buyer and the Vendor and I acknowledge and agree that Fowles will be excluded from any subsequent action or court proceedings. If Fowles is subsequently included in any such action or proceedings I agree to indemnify Fowles for any liability or costs incurred by it in relation to such action or proceedings.
5. Notwithstanding clause 4, if any dispute arises with the Vendor I agree to allow Fowles to attempt to mediate and resolve the matter with the Vendor, and
  - (a) If Fowles determines that the most appropriate resolution of the matter is the cancellation of the sale and refund of purchase monies paid I will have no further claim or recourse against Fowles or the Vendor upon refund of the purchase monies;
  - (b) I will not institute other action or proceedings unless Fowles has advised that it is unable to assist further in the resolution of the matter, or has failed to resolve the matter within a reasonable period of time having regard to all relevant circumstances.
6. Any changes to the information supplied will only be changed on Auction day and will incur a fee.

## TERMS AND CONDITIONS OF SALE

1. The highest bidder will be the purchaser, subject to Vendor acceptance, but if any dispute arises as to the last or highest bidder, at the discretion of the Auctioneer, the lot in dispute may be put up again and resold.
2. All auction bid prices are GST inclusive unless the owner of the goods is not registered for GST (in which case no GST is payable on the lot bid for). Lots to be sold on behalf of owners not registered for GST will be separately identified in the catalogue.
3. The Auctioneer may refuse to accept any bid or withdraw any lot from the sale.
4. The Auctioneer may hold a bid and refer such a bid to the Vendor before acceptance. In some circumstances further negotiations may only be held with the highest bidder.
5. The Vendor reserves the right to bid either by the Auctioneer or the Vendors agent for any lot offered. The auctioneer has been nominated for this duty. No person will be allowed to retract his or her bid after being taken.
6. All purchasers shall, on the fall of the hammer, if required to do so, pay to the Auctioneers a deposit of approximately 10% of the purchase price in cash or bank cheque and pay the balance in cash or bank cheque by 4.00pm the working day after the sale.
7. In case of non-payment of such deposit, the lot or lots may at the option of the Auctioneer be put up again and resold and the defaulter's bid at the option of the Auctioneers shall not be taken again during the sale.
8. A Road Test Report (where provided and excluding Truck & Machinery Auctions and Damaged Vehicle Auctions), are prepared as a result of a brief road test undertaken prior to auction, and are intended as a guide only. No detailed inspection has been undertaken, and so absolutely no warranty or guarantee concerning known or unknown faults is given or implied. The report covers no items capable of visual inspection. Vehicles sold with a Road Test Report are still sold subject to Clause 15 of the Standard Terms and Conditions of Sale, which refers to vehicles being sold with all faults (if any).
9. All lots shall be at the buyer's risk on the fall of the hammer and neither the Vendors nor the Auctioneers shall be accountable for any deficiency, damage or loss, which may arise thereafter.
10. Stamp duty and delivery charges to be paid by the purchasers where and when applicable.
11. Ownership of a lot shall not pass to the buyer until the Auctioneer has clear title to the payment from the buyer.
12. All goods must be taken away by the purchaser no later than 4.00pm on the working day after the sale. Storage charges may apply on lots which have been paid for and which remain uncollected by the working day after the sale. No parties will be allowed to remove their lots or any portion thereof, until the purchase shall have been completed and the full purchase price paid to the Vendors or Auctioneers.
13. The Auctioneer shall not be responsible for any damage to property or injury to persons incurred during the removal of lots purchased.
14. Upon any purchaser failing to comply with any of the above conditions any money deposited in part payment shall be absolutely forfeited and all lots uncleared may be resold and the deficiency (if any) on such resale, together with all cost and charges consequent upon such resale, shall be made good by the defaulter at this sale
15. All lots, having been made available for inspection prior to auction, are offered for sale "as is, where is" with all faults (if any). To the full extent permitted by law and notwithstanding the contents of or any description given in any catalogue, advertisement, road test report, engineers' report or other materials issued by the Auctioneer in relation to a lot, no express or implied condition, warranty or guarantee is made or given in relation to that lot as to its condition, quality, fitness for purpose, merchantability or compliance with description. Without in any way limiting the foregoing, any description of a lot described as including air bags or anti-lock braking system (ABS) does not indicate any warranty or reassurance that such air bags or ABS are fitted, complete, functioning or fit for the purpose for which they were designed.
16. To the full extent permitted by law, the Vendor and the Auctioneer will not be liable for any loss damage cost or expense suffered or incurred by a purchaser arising out of the sale and purchase of a lot. Subject to all applicable laws, any liability of the Auctioneers shall be limited to a refund or credit of the charge made for services provided by the Auctioneers.
17. All vehicles are sold as unregistered unless otherwise stated by the Auctioneer.
18. Any deficiency in the goods sold shall not vitiate the sale, but neither the Vendors nor the Auctioneers shall be bound to deliver more than is in their possession.
19. Terms are strictly Cash, Bank Cheque, Bpay (overnight transaction), Credit Card (processing fee applicable), Direct Deposit (possible overnight transaction), before delivery.
20. A Buyers Administration Fee may be payable by the buyer on many lots sold at Fowles Auction Group auctions. The fee applicable to a lot is noted in the catalogue. Where a fixed dollar amount is noted, the Buyer Administration Fee is inclusive of GST. Where a percentage is noted, the Buyers Administration Fee is inclusive of GST and will be calculated on the bid price of the lot.
21. **Additional Term & Condition for Truck and Machinery Auctions:**  
In addition to the provision of Clause 15 of these conditions, the Auctioneer does not warrant that any electrical or mechanical appliance, plant and/or equipment complies with the requirements of any Federal or State Workplace Health and Safety Acts and Regulations. Where practical to do so and where the appliance, plant or equipment may be used in a workplace as defined under any Workplace Health and Safety Act, the Auctioneer has requested the Vendor to display a statement with the various appliances, plant and equipment to indicate their present condition. The Vendor has also been requested to supply certificates, operation manual, etc. which may exist for the particular appliance, plant or piece of equipment. The purchasers shall be responsible to ensure that the appliance plant or equipment complies with the requirements of Workplace Health and Safety Acts before it is used in the workplace or for domestic use.
22. **Additional Term & Condition for Damaged Vehicle Auction or non-mobile vehicles:**  
In addition to the provisions of Clause 15 Fowles Auction Group cannot accept any responsibility for damage sustained to auction vehicles or equipment through the normal use of forklifts to load, unload and shift damaged and non-mobile vehicles.

## Privacy Act

This information is being collected for the primary purpose of registering you as a customer of Fowles Auction Group, to enable you to purchase at our auctions. Because Fowles acts as an agent on behalf of the owner of the goods, if you purchase an item, your information may be forwarded to the current owner of those goods.

This information may also be used or disclosed to third parties for secondary purpose/s associated with the completion of the transaction such as delivery or pick-up of goods which you have requested.

We will not disclose your personal information to any organisation, other than the seller of your consigned goods unless we have your consent or it is required by law.

As Fowles Auction Group deals with motor vehicles, it is required under various legislation to accurately identify who is selling and purchasing vehicles through auction. For this reason we require and may verify information that identifies you when you intend to buy or sell through auction. If you do not provide the requested information to Fowles Auction Group, we may not be able to register you as a potential purchaser at our auction.

You may view our privacy policy document at our office or via the internet at [www.fowles.com.au](http://www.fowles.com.au) by clicking on the Privacy Site. This document sets out our policies on the management of your personal information.