



TRAINS, PLANES & AUTOMOBILES

Silent Auction Terms and Conditions

1. The Silent Auction is a left-bid only auction conducted from time to time as advertised, and will usually run over a period of several weeks.
2. Bids may be placed by phone, by email, or in person. All bidders must supply their names and addresses.
3. A buyer's premium of 13.5% will apply to all successful bids.
4. Each lot has a starting price. Bids lower than the starting price will not be accepted. Bidding will begin at the starting price and bids will increase according to the following bidding increments:

\$0	-	\$10	.....	\$1
\$10	-	\$50	.....	\$5
\$50	-	\$500	.....	\$10
\$500	-	\$1000	.....	\$50
\$1000	+		.....	\$100

The winning bid on a lot may be less than the amount of the left bid, depending on the values of bids placed by other bidders. The winning bid will not be higher than the bid placed by the winning bidder.

5. By submitting a bid the bidder agrees to purchase the lot upon which the bid has been placed if the submitted bid is the winning bid.
6. The current high bid for each lot will be displayed on the antiquetoys.com.au website. This information will be updated daily.
7. All bids must be received by the Auctioneer by the advertised closing date and time. If bids are received within 5 minutes of the closing time, the closing time will be extended by 5 minutes. If bids continue to be received during the extended closing time, the closing time will be extended again by 5 minutes; this will continue for up to 30 minutes beyond the original closing time.
8. After bidding has closed, the received bids will be reviewed by the Auctioneer, and the highest bid received on each lot will win that lot, except where a reserve has not been met (see below). The winners will be notified within 48 hours of the close of the auction.
9. If identical bids are received on a lot, the first of those bids received by the Auctioneer will take precedence. If there is a dispute, the sale may be cancelled at the Auctioneer's discretion. The Auctioneer's decision will be final.
10. Some lots may have reserves that are higher than the starting prices. A lot will be passed in if it has a reserve and the reserve has not been met.
11. It is the bidder's responsibility to ensure that bids have been received and correctly recorded by the Auctioneer. If an email address has been supplied, a confirmation email of bids recorded will be sent to the bidder prior to the auction. After the auction, successful bidders will be notified, but we are not able to notify all unsuccessful bidders. It is the bidder's responsibility to find out whether bids have been successful.
12. Lots may be viewed at our auction rooms during advertised opening times and at other times by appointment.
13. A catalogue of lots with descriptions and pictures is available on our website antiquetoys.com.au. Printed catalogues are available on request for \$5.00 each.
14. Lots are sold with all faults if any. Unless otherwise specified, items are sold untested with no warranty given to their mechanical or electrical operation. Electrically operated units are sold as collectables and come with no guarantee of working condition or safety; if the purchaser intends to connect such a unit to an electrical supply, the unit must first be tested by qualified personnel to ensure its safety and performance.
15. No error in the description will void the sale or result in an adjustment of the price, unless theft or misadventure have occurred between viewing and sale.
16. The Auctioneer reserves the right to accept or refuse any bid.
17. Unsold lots may be available for sale after the auction, at the Auctioneer's discretion, and will incur a buyer's premium of 18.5%.
18. Invoices will be sent to successful bidders within 48 hours of the close of the auction. All lots must be paid for within 48 hours of the invoice date.
19. Payment may be made by cash, credit card (MasterCard or Visa), EFTPOS, or direct deposit. A 1.5% fee applies to credit card payments. Bank fees or limits may apply to credit card or EFTPOS payments.
20. All lots purchased must be paid for prior to delivery. Title to the goods will not pass to the purchaser until full payment for the goods has been received.
21. Goods may be picked up from our auction rooms during advertised opening times and at other times by appointment, or they can be packed and posted by arrangement (postage & handling charges will apply). Since this is an auction transaction, not a retail sale, we operate on behalf of our vendors and do not make sufficient profit to subsidise packaging and postage costs. We charge a minimal packaging fee which only partly covers the costs of materials and labour.
22. If a purchase remains unpaid for a period of 7 days after the winning bidder has been notified, the sale will be cancelled and the lot(s) will be re-auctioned; the defaulting purchaser will be barred from bidding in future auctions and our online auction houses will be notified of the default.
23. Uncollected goods may attract a storage fee.
24. If purchased goods have not been picked up by 12 months after the auction, the item(s) will be re-auctioned without reserve and the former buyer will not be entitled to any proceeds or profit. We will make all reasonable attempts to contact the purchaser prior to disposing of the goods.
25. In the event of non-compliance with any of the above terms and conditions, the sale will be cancelled and the items purchased will be re-auctioned without reserve and the former buyer will not be entitled to any proceeds or profit.
26. All costs and fees include 10% GST where applicable.
27. All prices displayed in the auction catalogue and quoted during the auction and all bids submitted are in Australian dollars (AUD).
28. In these conditions the word "Auctioneer" means Trains, Planes & Automobiles.