



## **1. DEFINITIONS**

In these terms of business: Automobilia Auctions is referred to as 'AA'.

The AA representative conducting the auction is referred to as the 'Auctioneer'.

## **2. CONDITION DESCRIPTIONS**

We make every effort to ensure the accuracy of any statement as to authorship, attribution, origin, date, age, provenance and condition of any lot, whether or not such a statement forms part of the description of any such lot.

Any statement made orally or in the catalogue is an opinion given after careful consideration and research. By bidding, you acknowledge that you are fully satisfied as to the attribution and condition of the lot.

## **3. THIRD PARTY LIABILITY**

Every person on AA premises before, during or after a sale shall be deemed to be there at their own risk and shall have no claim against AA in respect of any injury they may sustain or any accident which may occur.

## **4. DISPUTES**

Any dispute not covered in these terms of business will be settled at the sole discretion of AA.

## **5. THE SELLER**

5.1 AA sell as agents for the seller (Vendor).

5.2 AA reserve the right to fix a reserve price for any lot.

## **6. THE BUYER**

The highest bidder acknowledged as such by the Auctioneer will be the buyer. If any dispute arises, the Auctioneer has absolute discretion to settle the matter. The Auctioneer rules the bidding and bids cannot be retracted. The Auctioneer reserves the right to refuse any bid. The successful bidder, whether bidding for himself or for a third party, is entirely responsible for paying for the lots they have bought in accordance with AA terms of business. The Auctioneer reserves the right to bid on behalf of the vendors for any lot and to withdraw, consolidate or divide any lot or lots.

**Online Bidders – Please note that AA accept no responsibility for your actions in bidding, pressing an incorrect button, bidding the wrong amount or on an incorrect item or computer hacking. Your actions are FINAL and will be pursued.**

## **7. PAYMENT AND COLLECTION OF ITEMS**

7.1 You can pay for and collect your items on the day of the auction but not until the auction has ended. Other pick-up arrangements must be made with AA before bidding

7.2 All successful absentee bidders will be contacted in the 3 days following the auction. Bidders can contact the auction house on the day of the auction to see if their bids have been successful. Unsuccessful bidders are not contacted. Successful bidders are required to arrange payment and pick up of the items within 48 hours of the auction unless other arrangements have been agreed with AA prior to bidding. AA will be able to arrange shipping of smaller items for you at your cost. Goods will be sent on confirmation of payment. Shipping of larger items will need to be arranged by the successful bidder and we suggest you contact Conroys or Pack and Send in Napier to arrange world-wide shipping of larger items.

7.3 Goods can be picked up from the auction venue on Saturday 15th February or Sunday 16th February or Monday 17th February from 1pm - 5:00pm. Unless other delivery arrangements have been agreed with AA, goods that are not picked up by the end of this period may incur a storage fee.

## **8. PAYMENT**

Buyers must pay in full before their purchases can be released to them.

We accept cash, debit card, credit card and Paypal. There is a 2.7% surcharge on New Zealand cards and 3.7% for overseas cards by credit card. Paypal payments must be made by Family and Friends. Poli is available for all NZ bank to NZ bank payments with a 1% surcharge.

An invoice will be emailed for **all** purchases with a link to pay.

Payment within New Zealand can be made via internet banking, debit card, credit card and Paypal.

Payment for out-of-town bidders or overseas bidders can be made via credit card and Paypal.

Bank transfer to Automobilia Auctions, Account no. – 06-0701-0350409-00, Account name- Automobilia Auctions Limited

## **9. REGISTRATION**

Prospective buyers (floor bidders or internet bidders) need to register with us, giving their full name, address, contact telephone number(s) and email address. Customers using the online bidding platform will be required to provide a valid debit or credit card. Upon receipt of the above a buyer number will be issued, which is only valid for the current sale. This BUYER NUMBER CARD may be used to indicate your bids to the Auctioneer during the sale. If successful, the bidder must ensure that their number can be seen by the Auctioneer and that it is their number that is called out. Should there be any doubts as to price or buyer, please draw the Auctioneer's attention to it immediately.

## **10. BUYERS PREMIUM**

You will pay a premium of 10% on the hammer price of your purchase on each lot. GST is not payable as this is a private sale.

## **11. INTERNET ONLINE BIDDING**

To access online bidding, you will be emailed a link to register through Auction Mobility. You will receive this link once you have completed AA registration form.

## **12. OWNERSHIP OF LOTS**

Ownership of lot(s) purchased will not pass to the buyer until they have paid AA in full and AA has applied the payment to the lot.

## **13. TRANSFER OF RISK**

Each lot is the buyer's sole responsibility from the fall of the hammer and is sold with all faults and imperfections. AA is not responsible for the correct description, genuineness or authenticity of any lot and makes no warranty whatsoever. By bidding, the buyer is deemed to have inspected each lot and satisfied himself as to its condition.

## **14. ABSENTEE BIDS**

If instructed, AA will execute absentee bids and advise prospective buyers.

Buyers who cannot come to a sale or are unable to bid online may leave their bid with our staff after viewing or make their bid in advance by email. ([vintageautomobiliaauction2025@gmail.com](mailto:vintageautomobiliaauction2025@gmail.com))

Absentee bids must be made at least one hour before the overall auction sale commences.

Whilst every effort is made to execute absentee bidding, AA cannot be held responsible for any default or neglect in connection with this service. All such arrangements and bids are made entirely at the prospective buyer's risk.

### **When making absentee bids, buyers must provide:**

- – Their full name
- – Address
- – Email address
- – Contact telephone numbers
- – The number of the lot they wish to buy
- – Their maximum bid amount – excluding buyer's premium and shipping costs which will be added to the invoice afterwards.

We will ensure that lots are bought as cheaply as possible depending on the bids made and other reserves. If identical bids are placed, the person who bid first will take precedence.

## **15. TELEPHONE BIDS**

As a last resort, a limited number of telephone bids may be available on lots likely to sell for more than \$NZ5000. Please phone AA (+64 0210649236) to discuss. Pre-bidding online, online live bidding and absentee bidding should be used wherever possible. The same emailed information as for absentee bids will be required by close of business on the day prior to the auction.