

Please read the conditions of sale – we have tried to separate into headings that may be easy to search for our requirements when purchasing with Donnelly’s Online. Any other information can be directed via phone or email to our office. Thank you, Donnelly Auctions Management.

DISCLAIMER and CONDITIONS OF SALE

Donnelly Auctions operating as Donnelly’s Online Auctions check each item carefully prior to acceptance and preparing for auction. Where possible we note any minor or typical age damage. It is the buyer’s responsibility to check every lot you intend to bid on, if unable to attend in person please request a condition report with additional images for your own satisfaction of each lot presented. No refunds are offered on any lot purchased.

The valuations that vendor’s supply to go with lots have not been endorsed by Donnelly Auctions, they are supporting documents having been provided from independent valuers, every valuer will offer a different opinion. The vendor is able to include these valuations/certificates to assist in authenticity of their item under the auction sales conditions.

Donnelly Auctions place reserve bids on items that have documentation to support the item and where accepted by Donnelly Auctions, all reserved items will now be the start bid price. Unsold items on the closing of the auction can be presented in writing and the highest offer will be presented to the vendor or auctioneer will use discretion if satisfied this price is acceptable and sell the item.

Subject to any reserve price, the highest bidder shall be the purchaser in the event of any dispute arising, the Lot in dispute may be put up again and the Auctioneer’s decision will be final.

The Auctioneer reserves the right to withdraw any lot or lots from the sale without notice.

All accounts are to be paid in full by Wednesday 4.00pm AWST or as outlined in the conditions of the auction if this differs from the above.

As the whole of the lots have been available for inspection and can have condition reports, images and further information sent to the buyer, no allowances or refunds will be made, nor will any Purchaser be permitted to reject or cancel a bid on the grounds of inaccurate description. The lots are to be taken with any faults (if any) and will be a the Purchaser’s risk on the final closing of the lot and thereafter the Vendor will be free of all responsibility for the safety of the goods and will not be liable for any loss or damage to the goods sold whether such loss or damage is caused or contributed to by any act, neglect or default of the Vendor.

Although information has been obtained from sources deemed to be reliable and every care has been taken in the completion of the catalogue and in advertising preparations, the Auctioneers and/or Vendors accept NO RESPONSIBILITY for any misdescription and make no warranty, guarantee or endorsement expressed or inferred as to the accuracy herein contained.

GST will apply to the Buyer’s Premium and on any ABN registered lot identified by the Auction House.

Members of the Public attend at their own risk – no responsibility is accepted for any accident.

ONLINE AUCTION DISCLAIMERS AND ACTIONS

BID EXTENSIONS/MAX BID USE

Donnelly Auctions as Donnelly’s Online Auctions have a Bid Extension allowance on every lot in the auction, the time extension is activated within one minute of a lot being sold in the online auction program.

The Auctioneer will set the time allocated for bid extension and this is usually of a 1-minute extension. The time extension can be used multiple times on the one lot and will continue until 1 bidder ceases activity or stops bidding. Then the lot will be sold to the highest bidder at the end of this final time extension. If multiple bidders continue then the bid time extension will continue to be in use until only 1 final bidder has held the bid and all other bidders have ceased then the counter will time down and finalize without offering any further warning that this lot will be closing. Donnelly Auctions have placed this bid extension to be fair to all parties bidding and to stop ‘sniper bids’ in the last moments of a lot being sold.

The Online Auction program will only send an email notification if you have placed a “MAX BID” and this bid has been outbid, in the event that you continue to place singular bids on an item a warning message shows if you have been outbid by a Max Bid, this warning message is displayed on the lot until another bid is placed. In the event that there is not a Max Bid in place, you will be shown on your screen if you have been outbid and it will offer you to bid again if you wish.

If you remain the highest bidder your screen will show you that you are still currently the highest bidder. Text will also display if you have placed a Max Bid and are still currently the highest bidder and show you the max bid amount you placed. Only in the event that you have been outbid by a Max Bid will you be notified in which case you can bid again if you wish.

Donnelly Auctions and Donnelly’s Online Auction can remove a bid placed in error only when you act immediately, notify the office or contact the support members directly and you are the highest bidder. Donnelly Auctions and Donnelly’s Online Auction will not remove a bid if you have simply changed your mind, all bids placed are placed carefully and with full knowledge that if you are the highest bidder at that bid you are liable for this lot.

A Max Bid acts like an absentee bid in a traditional auction, you remain the highest bidder until a bid is placed over your Max Bid, you will receive an email notification in this event to give you the opportunity to bid again. If you place a Max Bid as an example of \$500 and bidders continue to bid by placing either singular bids or they can leave a lower Max Bid. All bids are accepted but a warning notice shows you that you have been outbid by a Max Bid on your screen. The original bidder remains the highest bidder at the highest bid price, example all bidding finishes and the auction closes the lot shows highest price \$325. The Max Bidder with \$500 will win the bid and pay \$325 plus Buyer’s

Premium. No other bidder will see a person's Max Bid amount – only the bidder placing this will be shown in text on that lot they are currently highest bidder at \$500.00.

STARTING BID AND UNSOLD LOTS OFFERS

The Auctioneer has pre-selected the lowest price the lot will be started at for the Online Auction, the item may have a price guide that shows significantly higher than the start bid but this indicates the lowest price this item will be sold/started at. If this item fails to sell then offers can be placed in writing and the highest of these offers will be presented to the Vendor or in the event the Auctioneer may use discretion to sell the item if satisfied with the offer. We have now updated the system so that any reserved item will be the starting bid price, therefore 1 bid and you will be the highest bidder until outbid.

JEWELLERY VALUATIONS DISCLAIMER

Please note all valuations are vendor supplied – Donnelly Auctions guarantees the product description however valuers differ Australia/world wide and we do not guarantee valuation prices documented this is at bidder's discretion and other valuations may vary.

AUCTIONEERS DISCRETION

Until all lots have been finalized in 1 auction, your screen will say you are either the winner of the lot or have been unsuccessful in that lot.

All items are sold "as found, where found"

All items at Donnelly Auctions are sold on an "As found, where found" basis – it will be sold in its current condition regardless of any faults or damage we do try to point out any noticeable damage but will not offer refunds or returns on any items. Please inspect in person prior to bidding, if you cannot attend ask for a condition report if unsure. If in doubt please do not bid. Any paperwork or certificates is noted and additional information is not available after purchase.

After all lots have been through the online auction process only at this point will the auctioneer finalize and conclude the auction.

INVOICE

An invoice will be generated once all items in the auction have closed, within 1 hour of this you can login into your online account and in the heading tabs will be INVOICE this can be opened, printed, viewed and all items purchased displayed on separate lines with price at close of auction.

All invoices are plus 16.5% buyer's premium including GST (may be individually stated as different in catalogue/online if vehicles) and other charges shown relating to payment via credit card. **Invoices MUST be paid in full by Wednesday (unless onsite) following the auction date**, as we settle our auctions very quickly, we must have payment to finalize a vendor's account.

Failure to notify Donnelly Auctions if you are away or cannot transfer funds by this time can result in an automatic cancellation of your online account. Email is the best way to communicate as our phone lines are often very busy following an auction.

If you can settle your account paying direct transfer to our bank account as shown on your invoice then please share or send a copy of this transaction via email or bring a copy for our office file when collecting your items.

The only additional charges apply to credit card payments and these are also clearly stated on the base of your invoice. Please contact us if you are having trouble opening or viewing your invoice.

Other payments accepted in the office eftpos, debit card, cash, credit cards *fees apply

*fees to credit cards apply refer to individual auction

TRANSPORT OR CARRIERS

Please notify Donnelly Auctions if you are going to need to organize carriers or transport for items purchased at auction. Local deliveries are able to deliver within the week of the auction. Speak to the office, phone or email us so we can prepare for you. All accounts must be paid prior to delivery leaving Donnelly Auctions premises.

Outside deliveries or postage can also be organized if you are looking at slightly larger items, we can prepare a quote prior to the auction, this way you will know an approximate budget for that lot. Fees associated with postage are the buyer's responsibility and accounts must be paid in full, then charges will be sent for reimbursement.

PAID AND COLLECTED

Once we have processed the online program with payments received your online account will then be updated showing an invoice as paid and collected. If within 1 week this has not occurred you are welcome to phone our office to ensure this is accurate on your account.

CHANGING YOUR DETAILS

In your online auction account, you have an option to edit or update information for your own details, MY ACCOUNT will allow you to edit addresses, add other contact numbers etc. Please keep this account up to date as we may need to contact you via phone or email in the future.

CARRIERS/POSTAGE

Our own carriers can be organized please notify staff at time of collection for other items, via our office phone or email Nancy.

Postage of items is at buyer's expense and risk, all care is taken to pack and prepare your items but no responsibility is taken by Donnelly Auctions. Once invoices are paid items will be sent and reimbursement then requested, tracking is added to all Australia Post items. Pack and Send can offer quotes on larger items or more delicate pieces.