

SPECIAL CONDITIONS
Auction
Contents of Markdale, Binda NSW
Sunday, 14 May 2017

These special conditions alter Shapiro's Conditions of Business or standard terms and conditions including any information relating to absentee or phone bidding, and including any information available on their website www.shapiro.com.au

The following special conditions apply to any item purchased by a buyer from the Auction to be held in respect of the contents of Markdale, Binda NSW on 14 May 2017 at Crookwell and any private sale concluded immediately thereafter.

To the extent of any inconsistencies between these special conditions and Shapiro's standard terms and conditions, these special conditions prevail.

Where an item is packed, shipped or stored on behalf of the buyer by the seller or its agents, while all reasonable care will be taken, the seller accepts no liability and cannot be held accountable in any way for any breakages or other damage caused to items purchased by buyers.

The buyer will need to make special collection arrangements with the seller where the buyer has elected not to use the seller's *Recommended Removalist and any item purchased requires more than two people to move it (eg a piano or chandelier).

The seller's **Recommended Removalist** is Southern Removals, ph 02 4868 1799 email lachlan@southernremovals.com.au website www.southernremovals.com.au

1. **SUCCESSFUL BIDS:** Successful absentee bidders must arrange for the payment and shipment of their goods by 5pm Tuesday 16 May 2017. If they do not, their bid may, at the seller's option, be considered nul and void and the lot treated as "unsold." If the seller exercises this option, no buyers commission is be payable by the absentee bidder.
2. **METHODS OF PAYMENT:** The seller will not accept payment by cheque.
3. **PACKING OF PURCHASES:** At the option of the seller (and at the seller's cost), small items (eg China, Glass and Silver) will be packed on the buyer's behalf but at the buyers' risk. Larger items (eg furniture, mirrors and paintings) are available for collection but will not be packed in any way. Buyers must bring their own packing materials with them.
4. **REMOVAL FROM MARKDALE HOMESTEAD and STONE COTTAGES:** Buyers will not be permitted to extract items from Markdale Homestead or the Stone Cottages. Buyers must use the services (provided free of charge) of the seller's *Recommended Removalist to have the item moved to the collection point (car park or stables). While all care and attention will be taken in moving the item to the collection point, this is all at the buyer's risk.
5. **COLLECTION OF PURCHASES:** On payment of purchases, buyers must advise Shapiro how they propose collecting their purchases and buyers must advise Shapiro by Monday 15 May 5pm how they intend to remove their items from Markdale. If a buyer cannot arrange for the shipment and/or does not remove their purchases before 5pm Tuesday 16 May (Collection Deadline) they will be deemed to have instructed the seller to deal with their item in accordance with option (c) below and all costs in connection with that election will be borne by the buyer.

Buyers have the following options in relation to the collection of their purchased goods:

a. Self-Collection before 5pm Tuesday 16 May 2017:

- Only items paid for in cleared funds (eg cash or credit card (no cheques)) will be available for collection at Markdale.
- Buyers must present a Shapiro's receipt showing all amounts in respect of the lot are fully paid before collection will be authorised.

b. Collection using seller's Recommended Removalist:

- Buyers may be directed to contact the seller's *Recommended Removalist.
- Any agreement reached between the buyer and the *Recommended Removalist will be a direct agreement between those parties and the seller makes no representation or warranty as to the suitability, skills or performance of the *Recommended Removalist.
- The seller is in no way responsible for the payment of the shipping contract

c. Seller arranges for goods to be shipped to central collection point:

- If by the Collection Deadline buyers have not removed their purchased goods from Markdale they will be deemed to have authorised the seller, on the buyer's behalf, to move their purchased goods to a storage facility chosen by the seller.
- The buyer will be liable for all removal and storage costs associated with this (**removal costs**).
- The buyer grants to the seller a lien over their purchased goods and if the removal costs remain unpaid for a period of 14 days from the seller's demand, the buyer authorises the seller to sell their purchased goods to recover the removal costs and any costs associated with enforcing the lien.
- The buyer agrees to indemnify the seller for any removal costs or any enforcement costs as described in this clause.
- The buyer will be advised of the location of their goods and must arrange for their shipment at their own cost as soon as possible.
- The seller may charge an administrative and storage fee.
- While all care and attention will be taken in moving the buyer's purchased good, the purchased goods remain the buyer's risk and the Seller accepts no responsibility for the packaging, removal and storage of their purchased goods.