

Auction/Tender Sale Terms and Conditions – Wagga Wagga Family Store

1. These are the terms and conditions for the tender sale at Wagga Wagga Family Store of The Salvation Army (NSW) Property Trust (**Family Store**). By placing a bid on an item in accordance with instructions from Family Store, bidders agree to be bound by these auction terms and conditions (**Terms**).

No Refunds

2. All sales are final. There will be no exchanges or refunds.

No Warranties

3. All items are sold "as is". Family Store has attempted to describe the items correctly, but neither warrants nor represents, and in no event shall be responsible for, the correctness of descriptions, estimate values, genuineness and/or condition of the items. Family Store makes no warranty that the goods are of acceptable quality, free from defects, match any description given, match any sample or demonstration model, are fit for any purpose, or any warranty/guarantee that there is facility for repairs or spare parts. All statutory warranties pertaining to the items auctioned are hereby negated to the extent permitted by the relevant legislation.
4. If items have a value recorded against them in a catalogue or elsewhere within the Family Store venue, the values are estimates only, and bidders should rely on their own inspection and enquiries as to the value and/or condition of an item.

Property and Risk

5. Property and risk in the items purchased will pass to the successful bidder after the bidder has paid for them in full. The successful bidder will be solely responsible for their item after payment.

Legal Status of Bids

6. Each placement of a bid will constitute a legal offer which, on acceptance by Family Store, will form an agreement for purchaser of that item which will be binding on the bidder.
7. For the avoidance of doubt, all bids will remain valid until payment for the item or items being offered for auction has been received, unless Family Store otherwise agrees in writing.

Bidding Process

8. The auction will run from the times and dates (and will close on the time and date) as advertised. Family Store reserves the right to vary the date of the auction and/or the commencement or closure time at its discretion.
9. Family Store will provide instructions on how to place a bid which will require bidders to complete a form with their name, telephone number, the item(s) they are bidding for and their bid amount.
10. Usually, bidders can place multiple bids for multiple items.
11. The decision as to the successful bidder in relation to each item is that of Family Store and its team and will be final. A sale is binding when Family Store accepts a bid and advises the bidder accordingly. Family Store reserves the right to institute alternate methods for announcing the completion of a sale/the end of the auction for a particular item.
12. All successful bidders will be advised by Family Store, and informed as to how to make payment, and when and where they can collect the items. To confirm if they were successful, bidders should telephone on the next day Family Store is open for business after the close of the auction. Family Store may elect to notify successful bidders in such other manner as it deems fit.

Reservations by Family Store

13. Family Store reserves the right to bid at the auction, unless otherwise advised.

14. Family Store has total discretion as to setting reserve prices. Where Family Store does set a reserve price for an item, then that item will be sold only above the reserve price unless otherwise determined by Family Store.

15. Family Store may set a minimum incremental increase amount for bids.

Withdrawal of Bid

16. Where a bidder makes a bid in error, that bidder should contact Family Store as soon as possible for the retraction of their bid. If this occurs, Family Store reserves the right to offer the item to the second highest bidder. If the bid is not retracted before the close of bidding, the bidder will be bound to purchase the item.

17. Bidders may withdraw their bid by reasonable written notice to Family Store, such notice to be received before the close of bidding.

Payment and Collection

18. Method of payment and collection is to be arranged with Family Store.

19. Restrictions may apply to payment by use of gift certificates.

20. All unclaimed items will be held for a period of seven (7) days from the close of bidding, subject to any change determined at Family Store's sole discretion. After this time, items will be deemed abandoned and title will remain with, or revert to, Family Store. No bidders shall be entitled to a refund. Family Store reserves the right to offer an unclaimed item to the next highest bidder.

21. Family Store will provide a receipt for all payments received in full.

22. The amount bidders pay may be tax deductible as a charitable contribution, however, bidders should consult their tax adviser for advice.

Availability

23. Family Store reserves the right to add or withdraw items, without notice, to or from the auction. All items on display are subject to availability.

24. Family Store may substitute items of a similar description and standard, if for any reason the relevant items are not available or for any other reason.

Disputes

25. Family Store may, at its sole discretion, make reasonable endeavours to resolve a dispute between bidders, or a dispute between it and a bidder, but it is not obliged to do so nor will it or any of its officials, members, sponsors, and/or volunteers connected with the auction be held responsible and/or liable for any claim arising from, out of, or in connection, with any such dispute.

Privacy

26. Any information Family Store collects will be handled with appropriate care and in accordance with Family Store's privacy policy, which is available at www.salvos.org.au/privacy.

Severability

27. If any of these Terms are prohibited or judged to be unlawful, void or unenforceable by a competent Court, such term will, to the extent required, be severed from the Terms of the auction and rendered ineffective as far as possible without modifying the remaining Terms, and will not in any way affect any other circumstances or the validity or enforcement of the remaining Terms.