



TRAINS, PLANES & AUTOMOBILES

“First Monday Toy Auction” Terms and Conditions for Auction Bidders

1. The First Monday Toy Auction is held on the first Monday of each month except January, unless otherwise advertised. Occasionally the auction may be moved to a different Monday if it conflicts with other commitments. The auction will be advertised at antiquetoys.com.au at least 5 days prior to the auction date.
2. The First Monday Toy Auction is a public auction conducted at our auction venue. Bidders may participate at the auction venue or on the internet through Invaluable or AuctionZip, or they may leave absentee bids prior to the auction.
3. A buyer's premium of 13.5% applies to all successful bids. An online bidding fee of 5% applies to successful bids placed online with Invaluable or AuctionZip (total fee for online bidders 18.5%). All fees include GST where applicable.
4. Bidding begins at each lot's advertised starting price and increases according to the following bidding increments:

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

Bidders are requested to abide by the advertised bidding increments. If bids are received that do not conform to the increments, they may be rounded up or down to the nearest increment.

5. Bids may be placed by:
 - (a) attending the auction and registering as a bidder;
 - (b) submitting an absentee bid by telephone, by email, through our website, or in person;
 - (c) registering as an internet bidder with Invaluable or AuctionZip; or
 - (d) telephone as a registered telephone bidder (by prior arrangement at the Auctioneer's discretion).
6. All bidders must be registered before their bids will be accepted. All bidders must supply their names and addresses. Proof of identity may be required.
7. 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.
8. When absentee bids are placed, it is the absentee 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 absentee bidder's responsibility to find out whether bids have been successful.
9. An absentee bid is the bidder's maximum bid, i.e. the highest amount that the bidder is prepared to pay. The winning bid on a lot may be less than the amount of the bid submitted, depending on the values of bids placed by other bidders.
10. At the "fall of the hammer", the highest bidder will be the buyer. If conflicting bids are received, they will be processed in the order in which they were placed, if this can be ascertained. If there is a dispute, the lot will be auctioned again or withdrawn at the Auctioneer's discretion. The Auctioneer's decision shall be final.
11. The starting price, which usually includes any reserve, will be shown in the catalogue. Items will normally sell for the starting price or above. If no bids are received at the starting price, the starting price may be lowered at the Auctioneer's discretion.
12. Lots may be viewed at our auction rooms prior to the auction during advertised viewing sessions and at other times by appointment. Lots may also be viewed at the auction venue on the day of the auction.
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 on the day following 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 the auction venue during the auction, or from our premises by arrangement, 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.