

**MAJOR UNRESERVED AUCTION – TO FINALISE A DECEASED ESTATE – UNDER INSTRUCTIONS FROM THE EXECUTORS OF THE ESTATE OF THE LATE JEFFREY CLISSOLD**  
**Monday 1<sup>st</sup> December 2025 from 6.00pm AEDT**

**GENERAL CONDITIONS - APPLIES TO ALL BIDDERS**

1. This auction will be conducted by way of LIVESTREAM (LIVE) AUCTION from 6.00pm AEDT with the Auction to be held at the Burns & Co Auction facility, 4 Market Drive, Bayswater, Vic 3153.

**Bidding options include FLOOR BIDDING, ONLINE BIDDING, PHONE BIDDING and ABSENTEE BIDDING.**

ABSENTEE BIDS WILL BE ACCEPTED until 4.00pm AEDT Monday 1<sup>st</sup> December 2025 on the prescribed Absentee Bidding forms only.

2. ONLINE BIDDERS can register at [www.burnsandcoauctions.com.au](http://www.burnsandcoauctions.com.au) and click on the relevant auction to register. Please ensure all your personal information is submitted correctly including name, address, email and phone numbers.

For any assistance with the bidding process please call our office on (03) 8657 4292.

**3. The purchaser is simply the highest bidder on each lot. This is a 100% unreserved auction.**

4. Any dispute arising as to who is the highest bidder is to be determined by the Auctioneer who may re-offer the lot for sale. The auctioneer's decision is final.

5. The Auctioneer reserves the right to refuse any bid. Furthermore, the Auctioneer reserves the right to bid on behalf of clients, namely absentee and phone bidders.

6. All items remain the property of the vendor until payment has been received in full and to the satisfaction of Burns & Co Auctions.

7. Whilst every care is taken, the Auctioneer / Agent does not accept responsibility for items described incorrectly either in the catalogue or at the auction. Intending purchasers are encouraged to take advantage of the time given to view the catalogue prior to the auction concluding.

Furthermore, no compensation shall be paid in respect of any error or mis-description. Photos and / or videos form a major part of the description so please view all photos, videos and descriptions carefully.

8. The Auctioneer will inspect lots on behalf of bidders who wish to bid at this auction to ensure items are as described in the catalogue. Ashley Burns on 0408 618 294.

9. The Catalogue may change without notice and at the discretion of the agent / vendor. This includes the withdrawal of any lots at the agent's / vendor's discretion.

10. None of the items are insured. At the fall of the hammer the item becomes the responsibility of the purchaser, therefore please take out immediate insurance cover on any item of value.

11. The auctioneer is merely the agent of the vendor in the respect of the sale of the goods. The auctioneer shall not be liable for any default of the purchaser or vendor.

12. CAVEAT EMPTOR (buyer beware) applies to each lot in this Auction.

13. Should two absentee or online bidders be locked on the same bid the lot will go to the absentee or online bidder who registered first with the Auctioneer. Should an online bidder and a floor bidder be locked at the same bid the bid will go to the floor bidder, which includes by definition phone bidders. Any dispute arising will be resolved at the discretion of the auctioneer, furthermore the auctioneer's decision will be final.

14. All invoices are to be settled within 48 hours of the Auctions completion. All bidders will have their final invoices emailed immediately after the completion of the sale. PLEASE CHECK YOUR JUNK EMAILS. **Invoices must be settled by way of EFT. Collection can only occur when you have**

**received your PAID IN FULL invoice and there are no payment options available at locations 1 and 2.**

**15. ALL BIDDERS must accept FULL RESPONSIBILITY FOR THEIR ACTIONS.** No discussions will be entered into in regards to accidentally pressing the bid button or bidding on the wrong lot. This is without exception. **IF UNSURE DO NOT BID. YOUR ACTIONS ARE FINAL.**

16. In the event that online bidders leave a computer, smartphone or tablet logged in to the online bidding platform; Burns and Co accept no responsibility for any bids placed, or in the event your computer is hacked by unauthorised personnel.

17. All successful absentee bidders will be notified by email.

18. All measurements are in millimetres (width x height)

19. A/F = All faults

20. None of the items are available for sale prior to the auction.

21. GST – Some items, namely 225, 226, 227, 233, 244, 248, 249, 251, 267, 270 & 271 are SUBJECT TO G.S.T. The hammer price on these said lots will include G.S.T and the G.S.T component will be shown as a separate entry on the invoice. ALL OTHER ITEMS ARE G.S.T EXEMPT.

Buyers Premium is applicable to all Lots and will include GST.

**22. PLEASE NOTE ALL VEHICLES, TRAILERS, BOATS, BIKES ARE BEING SOLD UNREGISTERED AND WITHOUT ANY ROADWORTHY CERTIFICATE**

#### **LOT LOCATION:**

Please note carefully, the lots in this auction are over three (3) locations being:

- 1. 2 Pavitt Lane, Kilsyth, Vic**  
Lots 162 – 247 inclusive
- 2. 3/19 Burgess Road, Bayswater, Vic**  
Lots 248 – 268 inclusive
- 3. 4 Market Drive, Bayswater, Vic**  
Lots 269 -272 inclusive

\*Lot 272 is an outside entry

**N.B ALL INSPECTIONS AND COLLECTIONS FROM THE ABOVE ADDRESSES**

#### **BUYERS PREMIUM**

As is the practice in all states of Australia, a buyer's premium for all bidders of 11.5% for all items will apply. This means for each \$100 an additional \$11.50 will be incurred for all lots purchased. This premium includes GST.

#### **INSPECTIONS PRIOR**

All items are available for inspection prior to auction by appointment.

**Each location will be open for inspection FRIDAY 28<sup>th</sup> NOVEMBER between 12.00noon and 3.00pm or any other time by appointment. Contact Riley Burns on 0477 890 897 or Ashley Burns on 0408 618 294**

#### **PAYMENTS FOR ALL PURCHASES**

1. The Burns & Co invoice is final with no disputes being entered into.
2. All invoices must be settled within 48 hours. Invoices can be obtained from our 4 Market Drive, Bayswater office for floor bidders and invoices will be forwarded to successful online / absentee / phone bidders by way of email. ALL INVOICES MUST BE SETTLED WITHIN 48 HOURS of the invoice being sent unless by prior arrangement and will be emailed to successful bidders immediately after the

sales is completed. ALL INVOICES MUST BE PAID BEFORE COLLECTION BY WAY OF EFT AS NO PAYMENT FACILITIES AVAILABLE AT LOCATIONS 1 and 2. SUCCESSFUL PURCHASERS MUST HAVE THEIR PAID INVOICE ON HAND AT THE TIME OF COLLECTION. IF USING A THIRD PARTY FOR COLLECTION PLEASE ENSURE THEY HAVE A PAID INVOICE.

**3.** All Payments are in Australian Dollars

**4.** Banking Details:

Bank: NAB

Name: Burns & Co Auctions Consignment Trust Account BSB: 083-764

Acct No: 92 735 1842. Narration: Invoice Number

#### **COLLECTIONS and PICKUPS**

**1. *Delivery/Collection can only occur when you have received your PAID IN FULL invoice.***

2. Paid invoices MUST be signed off for items to be released and a copy of the paid invoice must be presented by the person/s collecting the items including, transport operators, couriers or any third party.

3. Collection for all items over the three (3) locations is STRICTLY Thursday and Friday 4<sup>th</sup> and 5<sup>th</sup> December 2025 btw 8.00am and 4.00pm unless other arrangements are agreed to prior to auction.