

UNRESERVED PLANT & MACHINERY AUCTION - TO FINALISE A DECEASED ESTATE - UNDER INSTRUCTIONS FROM THE EXECUTORS OF THE ESTATE OF THE LATE JEFFREY CLISSOLD
Tuesday 3rd March 2026 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 AND PHONE BIDS WILL BE ACCEPTED until 4.00pm AEDT Tuesday 3rd March 2026 on the prescribed forms only available on our website. All successful absentee/phone bidders will be notified by email.

2. ONLINE BIDDERS can register at 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.**

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 measurements are in millimetres (width x height)
18. A/F = All faults
19. None of the items are available for sale prior to the auction.
20. **ALL AUCTION ITEMS: Are exempt from GST unless otherwise stated. The only GST payable is on the buyer's premium.**
21. **PLEASE NOTE VEHICLE, MACHNERY AND CARAVAN ARE BEING SOLD UNREGISTERED AND WITHOUT ANY ROADWORTHY CERTIFICATE**
22. **ALL SUCCESSFUL PURCHASERS ARE RESPONSIBLE FOR THE LOADING AND SECURING OF EACH LOT AT THEIR PERIL AND WITH THEIR OWN RESOURCES INCLUDING, BUT NOT LIMITED TO MANPOWER. GIVEN OH & S RISKS AND RESPONSIBILITIES, BURNS & CO WILL NOT PROVIDE ANY ASSISTANCE IN THE LOADING OR DELIVERY PROCESS. ALL SUCCESSFUL PURCHASERS MUST BE IN A POSITION TO TAKE DELIVERY OF THEIR SAID LOTS WITHOUT ANY ASSISTANCE FROM BURNS & CO, THIS IS WITHOUT EXCEPTION.**

LOT LOCATION:

All lots are located 4 Market Drive Bayswater, Vic 3153.

INSPECTIONS PRIOR

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

Please contact Jason Todd on 0400 321 919 or Chris Caporale on 0499 178 746.

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.

PAYMENTS FOR ALL PURCHASES

1. The Burns & Co invoice is final with no disputes being entered into.
2. If you are a successful bidder / purchaser and you haven't received an invoice from our office within 24 hours of the completion for the sale PLEASE CHECK YOUR JUNK EMAIL FILE.
3. Invoices forwarded to successful online / absentee / phone or floor bidders MUST BE SETTLED WITHIN 48 HOURS of the invoice being sent unless by prior arrangement.
4. All payments are in Australian Dollars. We will only accept Cash or EFT for all items. We DO NOT ACCEPT Cheques, EFTPOS or CREDIT CARD.
5. Banking Details:
 - Bank: NAB
 - Name: Burns & Co Auctions Consignment Trust Account
 - BSB: 083-764
 - Acct No: 92 735 1842
 - Narration: Invoice Number
6. Any payment issues, invoicing issues please call Michelle on (03) 8657 4292 or email michelle@burnsandco.com.au

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 is strictly Wednesday 4th to Friday 6th March between 8:00am – 4:00pm unless other arrangements are agreed to prior to auction.

Please call Chris Caporale 0499 178 746 to arrange collection.