

**GENERAL – ALL BIDDERS:**

1. This traditional AUCTION is to be conducted from our 4 Market Drive, Bayswater Vic 3153 Auction Facility with a combination of:

ONLINE BIDDERS

FLOOR BIDDERS: BAYSWATER Only

PHONE BIDDERS

ABSENTEE BIDDER

With the auction commencing at 6.00pm (AEST) sharp.

**Wednesday 20<sup>th</sup> May 2026 Lot 88 to Lot 134 inclusively.**

All Lots marked VIC are located at our Auction premises at 4 Market Drive, Bayswater VIC 3153

All Lots marked N.S.W are located at our Auction premises at 1/26 Craftsman Close, Beresfield N.S.W 2322

ONLINE CATALOGUE IS NOW AVAILABLE WITH BIDDING OPEN at [www.burnsandcoauctions.com.au](http://www.burnsandcoauctions.com.au)

By entering the Auction premises, you acknowledge and accept that you may be subject to a variety of Burns & Co marketing / promotions / videos / photos that may involve social media, You Tube, website, press etc. We guarantee that no personal information will be shared or disclosed to any third party.

Please note there is no interval. Complimentary tea and coffee. Snacks available. Toilets onsite. Parking available on Market Drive, Bayswater.

**2. ALL BIDDERS MUST BE REGISTERED TO BID OR PURCHASE AT THIS AUCTION.**

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.

FLOOR BIDDERS / BIDDING is only available from our Bayswater, Melbourne facility and can occur any time prior or during the auction by simply attending the onsite office.

PHONE / ABSENTEE BIDDERS please register before 4.00pm day of sale by contacting our office on (03) 8657 4292.

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

**4.** The purchaser is simply the highest bidder at the fall of the hammer, subject to reaching any reserve price set by the vendor on the said lot. At the fall of the hammer, a contract for sale has been formed between the vendor and the purchaser.

**5. ALL AUCTION ITEMS: Are exempt from GST unless otherwise stated. The only GST payable is on the buyer's premium.**

**6.** Any dispute arising as to the highest bidder is to be determined by the Auctioneer, who may re-offer the lot for sale.

**7.** 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. The Auctioneer may also bid on behalf of the vendor up to any reserve price.

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

**9.** Whilst every care is taken, the Auctioneer / Agent does not accept responsibility for items misdescribed 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 commencing.

Furthermore, no compensation shall be paid in respect of any error or misdescription. Photos and videos form a major part of the description so please view all images, videos, and descriptions carefully. Further Video inspections, running commentary, more specific photos and third-party inspections can be arranged by contacting our office on (03) 8657 4292 prior to auction. Please also refer to special condition No 9.

**INSPECTION TIMES STRICTLY: Wednesday 13<sup>th</sup> May to Friday 15<sup>th</sup> May 9am-3pm, Sunday 17<sup>th</sup> May 9am-12pm, Monday 18<sup>th</sup> May from 1pm onwards, Tuesday 19<sup>th</sup> May from 1pm and Wednesday 20<sup>th</sup> May (day of Auction) from 1pm. Should you require an inspection outside of these times please call Chris Caporale 0499 178 746/[chris@burnsandco.com.au](mailto:chris@burnsandco.com.au) for lots marked VIC or Phil Shaw 0437 637 644/[phil@burnsandco.com.au](mailto:phil@burnsandco.com.au) for lots marked NSW.**

**PLEASE BE ADVISED NO CARS WILL BE STARTED AT OUR INSPECTION DAYS. SHOULD YOU REQUIRE A CAR TO BE STARTED YOU MUST MAKE AN APPOINTMENT. ALL CARS, WHERE POSSIBLE, HAVE VIDEO'S OF THE ENGINES RUNNING IN THE CATALOGUE. WE ARE ABLE TO PROVIDE FURTHER VIDEOS, PHOTOS ETC. ON ANY PARTICULAR LOT. CALL ANTON COOPER ON 0427 383 531 (VIC) OR PHIL SHAW 0437 637 644 (NSW).**

**10.** The Auctioneer will inspect lots on behalf of intending purchasers to ensure that the lots are as described in the catalogue. Contact Anton 0427 383 531/[anton@burnsandco.com.au](mailto:anton@burnsandco.com.au) for items marked VIC or Phil Shaw 0437 637 644/[phil@burnsandco.com.au](mailto:phil@burnsandco.com.au) for items marked NSW 48 hours prior to the commencement of the auction to take advantage of this.

**11.** Vehicles are sold as is - unregistered and without number plates. No warranty (express or implied) is provided about the condition of Vehicles, which are sold with all and/or any faults, and where applicable, sold with Australian Government Import Approval. The purchaser acknowledges that the consumer guarantees in the *Australian Consumer Law* do not apply to the sale of goods by auction.

**12.** To protect your investment, successful purchasers of vehicles should consider at a minimum replacement of fuel, oil, fluids, filters and thorough brake inspection as vehicles may have been stationary for some time and we do not advise driving cars or bikes out of the venue. We highly recommend a thorough mechanical inspection prior to driving or riding any of the vehicles.

**13.** Please note the order of sale and inspection arrangements carefully. Full details of both are on our website at [www.burnsandcoauctions.com.au](http://www.burnsandcoauctions.com.au).

**14.** 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.

**15.** None of the items are insured. Risk passes to the purchaser at the fall of the hammer and the item becomes the purchaser's responsibility; therefore, please take out immediate insurance cover on any item of value.

**16.** 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. If any dispute arises in relation to the goods, the dispute is between the purchaser and the vendor. The purchaser releases Burns & Co Auctions from all claims in relation to the auction or sale and agrees to indemnify them against all liability, including all costs incurred in relation to any such claim.

**17.** CAVEAT EMPTOR (buyer beware) applies to each lot in this Auction. Lots are sold 'as is', in the condition they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to condition by Burns & Co Auctions or by the vendor. The purchaser acknowledges that the consumer guarantees in the *Australian Consumer Law* do not apply to the sale of goods by auction.

**18.** No Pets or Alcohol are allowed on the property. Offenders will be asked to leave.

**19.** All measurements quoted on selected memorabilia lots are in millimetres, width x height unless otherwise stated.

**20.** Should an absentee, phone, online bidder, and floor bidder be locked on the same bid, the lot will go to the floor bidder. 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.

**21.** Burns & Co Auctions are acting under LMCT 11428 in VIC and MD060442 in NSW.

**22.** All invoices are to be settled within 48 hours of the Auction's completion

**23.** All vehicles, where possible, have been checked on the PPSR register, and a certificate is available on request. The vendor gives a warranty that the vendor owns the vehicle and has the right to transfer ownership of the vehicle to the purchaser without encumbrances. The vendor acknowledges and agrees that the Auctioneer relies on that warranty in auctioning the lot on behalf of the vendor, and releases the Auctioneer from any liability in connection with a breach of that warranty.

**24.** Online Bidders must accept FULL RESPONSIBILITY FOR THEIR ACTIONS. No discussions will be entered into in regard to accidentally pressing the bid button or bidding on the wrong lot. This is without exception. Bids will NOT be retracted. IF UNSURE DO NOT BID. YOUR ACTIONS ARE FINAL.

**25.** 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.

**26.** Absentee bids will only be accepted on the prescribed form as attached and will be accepted by the auctioneers up until 4pm day of Auction. All successful absentee bidders will be notified by email.

#### **BUYERS PREMIUM:**

As is the practice in all states of Australia, a buyer's premium for all bidders of 9.9% for Vehicles, 12.5% for Motorcycles and 12.5% for Caravans will apply. A Buyer's Premium of 16.5% for all other items will apply (incl. Lots 88, 89, 90, 91, 92, 93, 94, 95, 96, 97 and 98 inclusively). This means for each \$100 an additional \$9.90, \$12.50 or \$16.50 will be incurred for all lots purchased. This premium includes GST.

#### **PAYMENTS FOR ALL PURCHASES / INVOICES:**

**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. If a purchaser fails to pay an invoice:

- a. interest will accrue on the amount outstanding at a rate of 19.00% per annum calculated daily from the date payment is due until payment is made in full;
- b. the purchaser will be liable for costs incurred by Burns & Co Auctions to enforce and recover payment, including legal costs;
- c. Burns & Co Auctions may, in its sole discretion, resell the lot (at auction or by private sale) and the net proceeds of that sale (after deducting commission and any costs incurred for the sale and resale) shall be credited to the Vendor, in which case the purchaser will remain liable to the vendor for any shortfall between the purchase price and the net proceeds.

**4.** All payments are in Australian Dollars. We will only accept Cash or EFT for all vehicles. We DO NOT ACCEPT Cheques, EFTPOS or CREDIT CARD for vehicles. NO CHEQUES WILL BE ACCEPTED. Payment for

Memorabilia Items are to be made by CASH, EFTPOS, (MasterCard or VISA) or EFT. Up to 2.2% surcharge on all credit card transactions.

5. The swift code is NATAAU3303M, for any overseas payments please note Burns & Co will not be responsible for any fees incurred.

6. Banking Details: Bank: NAB

Name: Burns & Co Auctions Consignment Trust Account

BSB: 083-764

Acct No: 92 735 1842

Narration: Invoice Number

7. Any payment issues, invoicing issues please call Michelle on (03) 8657 4292 or email [michelle@burnsandco.com.au](mailto:michelle@burnsandco.com.au)

#### **COLLECTION AND PICKUP:**

1. Title to a lot will not pass to the purchaser and delivery of the vehicle will not occur until payment has been received in full.

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

**3. LOTS MARKED VIC ARE LOCATED AT OUR AUCTION PREMISES AT 4 MARKET DRIVE, BAYSWATER VIC 3153**

**LOTS MARKED N.S.W ARE LOCATED AT OUR AUCTION PREMISES AT 1/26 CRAFTSMAN CLOSE, BERESFIELD N.S.W 2322**

**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.**

Collection / pickup strictly from Thursday 21<sup>st</sup> May 8:00am – 4:00pm weekdays. All items are to be collected by 4.00pm Tuesday 26<sup>th</sup> May 2026 unless otherwise agreed. Should storage for any period of time be required, please contact the auctioneers. Fees may be applicable.

#### **4. Delivery options (vehicles):**

Please contact Chris Caporale 0499 178 746 (VIC) or Phil Shaw 0437 637 644 (NSW) who will organise the most appropriate, cost-effective solution for you or coordinate your own collection. Please make an appointment for your car collection with 24 hours' notice required. Please make sure you've read and understood General Condition No 11 and 12.

#### **5. Delivery options (Memorabilia)**

Your nominated courier or yourself (paid invoice required)

Pack & Send Cheltenham – Nitin 0481 864 846

**PLEASE CALL CHRIS CAPORALE 0499 178 746 (VIC) or PHIL SHAW 0437 637 644 (NSW) TO ARRANGE COLLECTION.**