

# ANDREW WILSON & CO

## TERMS & CONDITIONS

### Vendor – Sale of Horses

#### Commission & Exclusive Sale Period (After Sales Negotiation)

I understand that by choosing to sell my horse(s) with Andrew Wilson & Co I am consenting to a 15% plus gst commission fee for the sale of each horse which will be deducted from the proceeds of the sale(s).

I agree that by entering a horse into the next scheduled auction I give Andrew Wilson & Co exclusive rights to negotiate the sale from the date of registration submission until 10 days after the auction's advertised end date. I agree to pay the commission amount based on the reserve price, or the selling price if a reserve is not registered. This applies whether the horse is sold during this exclusive sale period by Andrew Wilson & Co or any other person outside the auction. Therefore, I agree not to sell my horse privately during this exclusive sale period.

I agree that should my horse for any reason be removed from sale during this exclusive sale period without a veterinary certificate that I shall give Andrew Wilson & Co details of the sale and will be billed and liable to pay any commission based on the reserve price listed for my horse.

#### Advertising

Further to above Exclusive Sale Period, I agree that by entering a horse into the next scheduled auction I give Andrew Wilson & Co exclusive rights to advertise the horse with the photos and information I have provided here. The horse will be advertised on the Andrew Wilson & Co HIBID platform and the Andrew Wilson & Co Facebook & Instagram pages. The horse is not to be advertised elsewhere including other Facebook pages without the consent of Andrew Wilson & Co.

#### Registrations

The information I provide on my horse seller registration form is to my knowledge true and correct. If I provide false or misleading information, I understand my horse may be withdrawn from auction and I may be suspended or banned from entering items in future auctions. As the vendor I am fully responsible for any description given on the horse, therefore I will take care to disclose all favourable and unfavourable aspects of my horse. This includes disclosure of a windsucking horse, wobbler, rearer, bolter, weaver, rig, condition and vices of the horse and any known injuries or scarring, handling or lack thereof. A full honest description detailing prior injuries, education and vices along with recent good quality photographs and videos can make all the difference to the final sale price.

As the vendor I state that I have the authority to sell the horse whether for myself or on behalf of multiple owners.

All registration forms must be submitted with the relevant photographs and video criteria **before 5pm the Wednesday prior to auction to confirm registration**. All **photo requirements must be met** to ensure a confirmed spot in the auction. Photo/video requirements are found within the registration form.

If I require changes to my registration including horse description or reserve price, I may request this with by contacting an Andrew Wilson & Co staff member.

#### **Andrew Wilson & Co as overseeing auctioneer**

In the event of any dispute or problem in relation to the sale of my horse, Andrew Wilson & Co as the auction convenor will settle the matter as they see fit. This may include offering the horse to another bidder or withdrawing the horse from sale. If a reserve is not given, the horse will be sold without a reserve.

If my horse does not meet reserve and is passed in it is automatically enrolled in the Andrew Wilson & Co After Sales Negotiation program (see above **Commission & Exclusive Sale Period**). Should an offer be presented I will be contacted by an Andrew Wilson & Co representative. Should a sale not be made during this time no commission is due and I may re-enter my horse from the next auction by contacting Andrew Wilson & Co.

#### **Release of Personal Details**

Once the sale of my horse is finalised, I authorise Andrew Wilson & Co to release my name and contact number to the new buyer to arrange transport.

#### **Release of Horse**

Once notified of sale confirmation from an Andrew Wilson & Co staff member I agree to release my horse and any applicable registration papers to the new buyer within the 5 days from the purchase or as agreed with the buyer.

#### **Release of Sale Amount**

The sale amount minus 15% plus gst commission will be made to me within 10 business days of the purchase date and once the horse has been collected by the buyer or transport company. When I notify an Andrew Wilson & Co staff member that the horse has left my care the funds will be allocated.

#### **Responsibility for Horse**

As the vendor I am responsible for the care of my horse until ownership transfers to new purchaser as confirmed to by Andrew Wilson & Co. Once purchase is confirmed the new owner then becomes responsible for any costs in relation to the care of the horse.

#### **Declaration**

I (The Vendor) have read, understood and agree to the terms and conditions of sale. I understand that by submitting my horse(s) for sale I am entering into a legally binding contract with Andrew Wilson & Co and should I default on these terms Andrew Wilson & Co have the right to refuse any future auction listings and recoup any commission owed.

## Vendor – Sale of Saddlery & Horse Gear

### Commission

I understand that by choosing to sell my saddlery or horse gear item(s) with Andrew Wilson & Co I am consenting to a 20% plus gst commission fee which is deducted from the sale of each item. By entering my item into the Andrew Wilson & Co auction I have agreed to an exclusive sale contract and therefore will not sell my item privately for the duration of the auction.

### Registrations

The information I provide on my registration form is to my knowledge true and correct. If I provide false or misleading information I understand my item may be withdrawn from auction and I may be suspended or banned from entering items in future auctions. As the vendor I am fully responsible for any description given, therefore I will take care to disclose all favourable and unfavourable aspects of the item. A full honest description can make all the difference to the final sale price.

My saddlery items can be new or used and will be in good condition free from dirt, grime or dust. Only small tack items are accepted for listing. Andrew Wilson & Co may reject any items that do not meet these terms.

As the vendor I state that I have the authority to sell the item whether for myself or on behalf of another owner.

All registration forms must be submitted with the relevant photographs and video criteria **before 5pm the Wednesday prior to auction to confirm registration**. All **photo requirements must be met** to ensure a confirmed spot in the auction. Photo/video requirements are found within the registration form.

If I require changes to my registration description or reserve price, I may request this with by contacting an Andrew Wilson & Co staff member.

### Andrew Wilson & Co as overseeing auctioneer

In the event of any dispute or problem in relation to the sale of my item, Andrew Wilson & Co as the auction convenor will settle the matter as they see fit. This may include offering the item to another bidder or withdrawing the item from sale. If a reserve is not given, the item will be sold without a reserve.

If my item does not meet reserve and an offer is presented after auction, an Andrew Wilson & Co representative will contact me. Should a sale not be made during this time no commission is due. I may re-enter my item from the next auction by contacting Andrew Wilson & Co.

### Release of Item

Once notified of sale confirmation from an Andrew Wilson & Co staff member I agree to release my item to the new buyer within 3 days of purchase. If by post, I will supply a tracking number to the buyer during this time. This may be by post at the buyer's expense or by pick up arrangement.

**Release of Sale Amount**

The sale amount minus 20% plus gst commission will be made to me within 10 business days of the purchase date and once the item has been posted or collected. When I notify an Andrew Wilson & Co staff member that the item has left my care the funds will be allocated.

**Responsibility for Items**

As the vendor I am responsible for the care of my item until ownership transfers to new purchaser as confirmed to by Andrew Wilson & Co. Once purchase confirmed the new owner then becomes responsible for any costs in relation to the item.

**Declaration**

I (The Vendor) have read, understood and agree to the terms and conditions of sale. I understand that by submitting my item(s) for sale I am entering into a legally binding contract with Andrew Wilson & Co and should I default on these terms Andrew Wilson & Co have the right to refuse any future auction listings and recoup any commission owed.

## Vendor – Sale of Vehicles & Horse Equipment

### Commission

I will contact Andrew Wilson & Co before listing my item to discuss and agree to a commission percentage of my item(s). The agreed commission fee is deducted from the sale of each item. If my item(s) is not sold there is no commission fee. By entering my item into the Andrew Wilson & Co auction I have agreed to an exclusive sale contract and therefore shall not to sell my item privately for the duration of the auction.

### Registrations

The information I provide on my registration form is to my knowledge true and correct. If I provide false or misleading information, I understand my item may be withdrawn from auction and I may be suspended or banned from entering items in future auctions. As the vendor I am fully responsible for any description given, therefore I will take care to disclose all favourable and unfavourable aspects of the item. A full honest description can make all the difference to the final sale price.

I will enter clean, well-conditioned vehicles and equipment only - anything dusty, dirty or significantly damaged will not be listed for sale.

As the vendor I state that I have the authority to sell the item whether for myself or on behalf of another owner.

All registration forms must be submitted with the relevant photographs and video criteria **before 5pm the Wednesday prior to auction to confirm registration**. All **photo requirements must be met** to ensure a confirmed spot in the auction. Photo/video requirements are found within the registration form.

If I require changes to my registration description or reserve price, I may request this with by contacting an Andrew Wilson & Co staff member.

### Andrew Wilson & Co as overseeing auctioneer

In the event of any dispute or problem in relation to the sale of my item, Andrew Wilson & Co as the auction convenor will settle the matter as they see fit. This may include offering the item to another bidder or withdrawing the item from sale. If a reserve is not given, the item will be sold without a reserve.

If my item does not meet reserve and an offer is presented after auction, an Andrew Wilson & Co representative will contact me. Should a sale not be made during this time no commission is due. I may re-enter my item in the next auction by contacting Andrew Wilson & Co.

### Release of Item

Once notified of sale confirmation from an Andrew Wilson & Co staff member I agree to release my item to the new buyer within 3 days of purchase.

**Release of Sale Amount**

The sale amount minus the agreed commission percentage will be made to me within 10 business days of the purchase date and once the item has been posted or collected. When I notify an Andrew Wilson & Co staff member that the item has left my care the funds will be allocated.

**Responsibility for Items**

As the vendor I am responsible for the care of my item until ownership transfers to new purchaser as confirmed to by Andrew Wilson & Co. Once purchase confirmed the new owner then becomes responsible for any costs in relation to the item.

**Declaration**

I (The Vendor) have read, understood and agree to the terms and conditions of sale. I understand that by submitting my item(s) for sale I am entering into a legally binding contract with Andrew Wilson & Co and should I default on these terms Andrew Wilson & Co have the right to refuse any future auction listings and recoup any commission owed.

## **Buyers – All Items**

### **Considerations before bidding**

All items are sold “as is, where is” with all faults. All descriptions are believed accurate but cannot be guaranteed.

Locations of the items are displayed within each lot listing. I will take this and relevant transport costs into consideration before committing to bid.

### **Bidding**

When registering to bid I will be asked to confirm my identity by providing Andrew Wilson & Co with a valid credit card or photograph of my driver’s licence. This satisfies Andrew Wilson & Co that I am a genuine buyer. If I do not own a credit card a valid form of photo ID is acceptable.

Confirmation of bidding registration is complete when I confirm my bidding account within the HiBid auction portal.

Bidding registration is accepted up until the close of the fortnightly auctions at 4pm Friday.

By placing a bid, I acknowledge I have accepted the information on the lot I am bidding on and have deemed it to be to my satisfaction.

Andrew Wilson & Co have the right to reject bids at their discretion including suspended or banned bidders.

I understand that defaulting on a winning bid will result in a ban from placing further bids at future Andrew Wilson & Co Auctions.

### **Winning the bid**

All final bid prices include gst and a 1% cc fee applies to each sale.

Payments must be made on the day of purchase without exception.

As a winning bidder I will be contacted by sms by an Andrew Wilson & Co staff member after the sale to confirm my successful credit card payment. I will then be provided with vendor details for the collection or postage of my purchased item.

### **Making an offer after auction**

Reserves will be published on the Andrew Wilson & Co Facebook page following the conclusion of the auction. If I wish to make an offer on any item, I may contact the relevant Andrew Wilson & Co contact number listed within the post.

**Collection of horses**

As the purchaser I will be responsible for cost of horse transport and will arrange for collection in consultation with the vendor within 5 days of the auction's conclusion. If my purchased horse remains with the vendor after 5 days, I acknowledge I may be charged agistment by the vendor until the collection date.

**Responsibility for Lot Items**

I understand that the vendor is responsible for the care of an item until ownership transfers to the new purchaser as confirmed to by Andrew Wilson & Co. Once a purchase is confirmed the new owner then becomes responsible for any costs in relation to the item.

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