

BRUNTON & MORE LIMITED

# TRADING AS HAYWARDS AUCTION HOUSE DUNEDIN

5 Carroll Street, Dunedin, New Zealand

PO Box 780, Dunedin 9054 Phone 034772559

Email [info@haywards.co.nz](mailto:info@haywards.co.nz) Website [www.haywards.co.nz](http://www.haywards.co.nz)

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## Buyers Terms & Conditions

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### About Hayward's

Hayward's Auction House Dunedin are members of the Auctioneers Association of New Zealand and Auctions are conducted under strict rules of law and ethics.

Buyers can rely on descriptions and a trust account has operated from the time the company was formed, ensuring complete security of vendor's funds.

### Prior to the auction

Hayward's have full discretion to refuse any bidding or to withdraw any lot or lots from the sale without in any case giving any reason.

### During the auction

No goods are to be removed from the rooms until the items are paid for and until payment is verified by Hayward's. Auctioneers have the right to refuse bidding of any person. Should any dispute arise as the bidding, the lot in dispute is to be immediately put up for sale again at the preceding bidding or the Auctioneers may declare the purchaser.

No person shall advance less at a bid than a sum to be nominated by the Auctioneer and no bid shall be retracted. All lots are sold subject to the right of the agent to bid on behalf of a vendor, provided it is clearly identified as a vendor bid, or else to impose a reserve.

### Absentee bids

Instructions to bid at sale are accepted by Hayward's and carried out free of charge. Lots will always be bought as favourably as allowed by other such bids, bidding in the sale room and any reserve.

### After the auction

All items must be paid for on the day of the auction. If payment is not made within 7 days after the date of the auction the lot/lots may be immediately put up again and resold.

### Buyer's premium

Buyers are charged a buyer's premium of 15% on the hammer price plus GST at the current rate of 15% on the premium only (all up being 17.25%).

### Payment methods

Buyers can pay by personal cheque if know to Hayward's or by cash, internet banking, bank deposit, bank cheque, EFT POS, Visa or MasterCard. An additional 3% will be charged if paying by credit card. Overseas cheques will not be accepted as means of payment.

The Auctioneers reserved the right to request identification in the case of any purchase not known to the Auctioneer who pays by cheque and can insist on cash, bank draft or bank cheque.

### Payment & collection terms

Goods are to be paid for in full and removed from Hayward's premises within seven days of the sale day.

If lots are not cleared or paid for, they may then be sold immediately either publicly or by private treaty, without any notice being given to the defaulter.

The buyer shall be responsible for any removal or storage charges on any lot not taken away within 7 days after the day of the auction.

### Delivery

Receipted invoices must be produced prior to delivery of any lot. The buyer makes all postage and packaging arrangements and meets those costs. Hayward's can arrange for packing and postage requirements after consultation with the buyer. Failure to comply On failure of the purchaser to comply with any of the above conditions, the money deposited in part payment shall be forfeited, and the defaulter shall make good any loss arising from the resale, together with the charges and expenses in respect of both sales.

### Faults/warranty

All lots sold as show and with all faults, imperfections, and errors of description. The Auctioneers act as agents; neither they nor the Vendor are responsible for errors of description or for genuineness or authenticity of any lot or for any fault or defect in it, and make no warranty whatsoever. On some items will offer a full refund if faults are reported within three days of the date of the auction.

### Loss/damage/theft

The lots are at the buyer's risk from the fall of the hammer and are to be taken away at the buyer's expense, in default of which the Auctioneers will not hold themselves responsible if the same are lost, stolen, damaged, or otherwise destroyed, but they will be left at sole risk of the purchaser.

### Electrical goods

All electrical goods are sold on the basis of their decorative value only and should be assumed not to be operative. It is essential that prior to any intended use, the electrical system is checked and approved by a qualified electrician.

### Firearms

Hayward's cannot be held responsible for any injury or damage to persons or property through attempts to fire firearms which are sold as collector's items only.