

TERMS AND CONDITIONS

The website www.candlebarkhorses.com.au/auction is owned and operated by Julia Gibson of Candlebark Performance Horses.

Registration

1. To bid, you must register to become a Member. Only members may bid on this site
2. Registration is free and does not oblige you to purchase.
3. You must register in your own name and agree to be held personally liable in the event of any non-performance or breach of the terms and conditions of this Member Agreement.
4. Registration means you are agreeing to be bound by the terms and conditions contained in my Terms & Conditions.
5. If you do not accept the terms and conditions of this Member/Bidder agreement you must refrain from using this Site. Your use of the Site as a Member/Bidder is deemed to signify your acceptance of an agreement.
6. I reserve the right, acting in my sole discretion and without giving reason, to refuse, suspend or revoke any registration at any time.

Bidding

7. Bids cannot be withdrawn.
8. The minimum bid increment is \$50 .
9. The auction winner is the last bidder at time of closing if the bid is equal to or above the reserve price.
10. After the Close of the Auction, if you are the auction winner, I shall contact you to arrange payment and pick up.
11. All equines listed on this Site are sold in their present condition, subject to all faults, imperfections or other defects whether latent or otherwise. When placing a bid on any equine/s, you agree that you must rely solely on your own enquiries and investigations, have been given reasonable opportunity to inspect any equine/s listed prior to bidding.
12. I may refuse to accept any bid that, in my opinion, is not in my best interests. In the event of a disputed bid, then I shall be the sole arbitrator and my decision is final.
13. Reserve Price: if the highest bid does not meet the Reserve Price at the Close of Auction, the equine will be said to be passed in from Auction.
14. Subject to any Reserve Price set, at the Close of Auction, the equines will be deemed to be sold to the highest Bidder. At the Close of Auction the Purchaser will be deemed to have entered into an unconditional contract for sale of the Horse, will not have a cooling-off period and must pay the amount specified in the Auction listing immediately or according to the conditions specified in the agreement. In the event that there is any interference with the operation of any Auction, any decision we make as to the Auction Winner will be final and binding on all parties.

15. Any amounts payable under the Auction must be paid via direct bank transfer.
16. The sale of any equine to the Purchaser will not be finalized until the Purchase Price has been paid in full by the Purchaser to the Seller. The purchaser is required to pay 10 per cent of the purchase price within 24 hours as a non refundable deposit. The outstanding amount must be paid within 3 working days.
17. If the payment conditions are not met we may offer the equine to the next highest bidder or withdraw from sale.
18. Upon settlement, we shall provide a certificate of identity for the equine to the Purchaser.
19. From Close of Auction, sole risk and responsibility for the equine/s shall be borne by the Purchaser. It is the Purchaser's responsibility to purchase insurance to cover any equine/s for its full insurable value against all risks from the close of Auction.

Amendment

20. I reserve the right, acting in my sole discretion and without giving reason, to refuse sale, or withdraw stock from auction at any time.
21. Amendment - I reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on the Site. Your continued use of the Site following such notification will represent an agreement by you to be bound by the amended terms and conditions.