

## **VARIETY VINTAGE AUCTION TERMS AND CONDITIONS**

THE FOLLOWING RULES AND PROCEDURES GOVERN THIS AUCTION.

PLEASE READ THEM CAREFULLY.

### **MAIN AUCTION**

#### **FORMAT & REGISTRATIONS**

All potential buyers are required to register on the day. The auction will take place at approximately 2pm, Friday 26<sup>th</sup> September 2025

#### **STRAIGHT LOT INFORMATION**

Each lot is offered as 15 cases of 1 dozen bottles of wine. The wine will be sold in lots of 15, 12, 9, 6 or 3 cases. The first successful bidder on each lot can choose to either take the full 15 cases or part thereof in three case lots. If less than 15 cases are bought by the first buyer the balance of wine will then be offered for sale either as a whole or in 3 case lots.

All lots sold in this sale are GST input taxed.

#### **MIXED LOT INFORMATION**

Each lot is offered as 3 cases. Each case contains one bottle of each of the twelve selected wines. All lots sold in this sale are GST input taxed.

#### **BIDDING**

All Bidding is on a PER BOTTLE basis.

The auctioneer will be in charge of the bidding and any disputes will be decided at his discretion.

All items are at the risk and expense of the purchaser at the fall of the hammer. All sales are final and there will be no exchange or refund on items.

#### **DELIVERY (MAIN AUCTION ITEMS ONLY)**

The wine will be delivered within four weeks of purchase. The purchase price includes the delivery of each 'lot' to one address within Australia only. Please note Variety - the Children's Charity shall not be liable for any neglect, default or damage in relation to the freighting and/or transportation of these wines. Purchasers are encouraged to take out adequate insurance to cover transportation of their wines. If the purchaser would prefer to have the wine delivered prior to the four weeks, it will be the purchaser's responsibility and at their expense.

#### **AUCTION CHARGES**

All lots are sold in Australian dollars. There are no other charges.

### **SILENT AUCTION**

#### **HOW TO REGISTER:**

##### **Register via Browser**

Go to <https://app.galabid.com/varietyvintage>

Click on the 'Register' button

Verify link via mobile SMS, enter the verification code or simply click the link for you to complete

registration details.

You are now ready to bid.

### **Register via SMS**

SMS: variety vintage and your full name to 0458 678 678 Example: variety vintage John Smith

Click the registration link via return SMS and complete the required fields.

### **HOW TO BID:**

1. Once the Silent Auction closes, no further bids will be accepted. Winning bidders will be advised shortly after the close of the Silent Auction via SMS with a link. Just click the link to pay securely.
2. All sales are final and there will be no exchange or refund on items and no discussion entered into.
3. All auction items at this event are GST input taxed.
4. Where feasible, goods must be collected on the day unless other arrangements have been made with the coordinators to collect from the Variety SA Office

### **PAYMENT**

Payments for Main and Silent Auction items must be paid on the day either on your mobile phone, with cash, cheque or credit card (EFTPOS, Visa, Mastercard or Amex). Credit card facilities will be available on the day of the auction. After payment is made the successful buyer will be emailed a receipt detailing lots purchased in the auction.

\*Purchasers should be aware that auction items are not tax deductible donations. Variety SA is not a tax consultant and therefore assumes no liability for action taken as a result of these guidelines. In any instance where a purchaser is uncertain of the tax implications they should consult their own accountant or tax adviser.

### **TERMS AND CONDITIONS**

**BUYERS AND SELLERS ARE REQUESTED TO READ CAREFULLY THE EXPLANATION OF CATALOGUING PRACTICE AND THE CONDITIONS SET OUT BELOW BY VARIETY - THE CHILDREN'S CHARITY.**

#### **1. AN AUCTION**

An auction is the process of selling "lots under the hammer" in a live auction room.

#### **2. THE VENDOR**

Variety - the Children's Charity ABN 79 071 397 629

The vendor, at the auctioneer's absolute discretion, shall be entitled to place a reserve on any lot and the auctioneer shall have a right to bid on behalf of the vendor for any lot offered.

#### **3. THE BUYER**

- a. The highest bidder acceptable to the auctioneer shall be the buyer. If any dispute arises as to the last or best bidder, and the auctioneer cannot decide who was the successful bid, the lot in dispute shall be resold.
- b. The auctioneer has the right at their absolute discretion to refuse any bid and to advance as they may decide.
- c. The buyer must pay the full purchase price on the day of the auction unless otherwise negotiated with Variety - the Children's Charity.

#### **4. CATALOGUE DESCRIPTIONS**

All statements in the catalogue are statements of opinion. Each lot is sold by the vendor thereof with all faults and defects (if any) and with all errors of description and shall be at the buyer's risk on the fall of the hammer and neither the auctioneer nor the vendor shall be accountable for any deficiency, damage or loss which may arise thereafter.

**5. RESPONSIBILITY FOR PURCHASED LOTS**

The decision by the auctioneer will be final and binding on the buyer and the vendor in all matters and no action shall be brought in connection with any claim.

**6. PENALTIES FOR NON PAYMENT**

If a buyer fails to pay, Variety - the Children's Charity shall, without further notice to the buyer and in its absolute discretion and without prejudice to any other rights or remedies it may have, be entitled to exercise one or more of the following;

- a. To issue proceedings against the buyer for damages for breach of contract.
- b. To charge interest on the purchase price at the rate of 15% per annum to the extent that it remains unpaid for more than thirty days after receipt of invoice.

**7. GUARANTEE**

- a. Subject to obligation accepted by Variety - the Children's Charity under this condition, none of the vendor Variety - the Children's Charity, its employees or agents is responsible for the correctness of any statement as to authorship, origin, date, age, attribution or provenance of any lot, for any other errors of description or for any faults or defects in any lot and no warranty whatsoever is given by the vendor, Variety - the Children's Charity, its employees or agents in respect of any lot and any express or implied conditions or warranties are hereby excluded.
- b. The benefit of this guarantee shall not be assignable and shall rest solely and exclusively in the buyer who shall be the person to whom the original invoice or receipt was made out by Variety - the Children's Charity, in respect of the lot when sold and who has since the sale retained uninterrupted, unencumbered ownership thereof.

**8. GENERAL CONDITIONS**

- a. Variety - the Children's Charity shall have the right at its absolute discretion to refuse attendance at its auctions by any person.
- b. Variety - the Children's Charity has the right at its absolute discretion to refuse any bid, to advance the bidding as it may decide, to withdraw any lot or combine any two or more lots.
- c. The following words and expressions shall have the following meaning;  
**Lot** - Any item deposited with Variety - the Children's Charity, with a view to its sale at auction, in particular, the item or items described against any lot number in any catalogue.  
**Bought in** - Those lots which fail to reach their reserves.  
**Purchase Price** - The hammer price.