

## ABANDONED VEHICLE AUCTION

### CONDITIONS OF SALE

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1. The lots are sold by Cassowary Coast Regional Council in accordance with the provisions of Section 100 of the "Transport Operations Road Use Management Act" in respect to abandoned vehicles and the contents of those vehicles;
2. The vendor reserves the right to refuse entry or withdraw the right of entry, to its premises/compound, to any person who fails to comply with any lawful direction of an Authorised Officer or the Auctioneer;
3. Members of the public attend at their own risk and no responsibility is accepted, by the vendor, for any accident.
4. The vendor reserves the right to resell any lot in the event of default and to make good any loss including costs from the defaulter. Default includes the failure to collect any lot from Council's premises. Resale of such lots will take place at the next auction;
5. Lots are sold as uninsured, unregistered, un-roadworthy without statutory warranty and no cooling off period;
6. No bid shall be withdrawn;
7. No bid shall be retracted and the Auctioneer may refuse any bid;
8. The Auctioneer may without reason and at their discretion, refuse to accept a bid or withdraw any lot from sale;
9. The Auctioneer shall determine any dispute absolutely and his decision shall be final and binding;
10. The Auctioneer may resubmit any lot at his discretion to resolve any error, dispute or default;
11. No bidder shall advance less than the sum named by the Auctioneer;
12. The vendor reserves the right to bid in person or by his Auctioneer as often as he shall think fit and may withdraw the property at any time during the sale;
13. The Auctioneer is not responsible for the correct description, authenticity of, or any fault or defects in any lot and makes no warranty whatsoever;
14. The highest bidder for a passed in lot has the exclusive right to negotiate until the end of the auction or any other time specified by the Auctioneer;
15. Upon payment of the full amount the vendor will issue an official receipt for all goods purchased. This receipt will be proof of purchase. The receipt must be produced at the

#### CASSOWARY COAST REGIONAL COUNCIL

Address all correspondence to the Chief Executive Officer. PO Box 887, Innisfail Qld 4860

T: 1300 763 903 E: [enquiries@cassowarycoast.qld.gov.au](mailto:enquiries@cassowarycoast.qld.gov.au) W: [cassowarycoast.qld.gov.au](http://cassowarycoast.qld.gov.au)

OFFICE LOCATIONS: Innisfail 70 Rankin Street Tully 38-40 Bryant Street

compound, and shown to an Authorised Officer, to enable the bidder to collect the goods purchased;

16. EFTPOS available payable to the Cassowary Coast Regional Council, 70 Rankin Street, Innisfail or 34 Bryant Street, Tully or onsite prior to delivery NO CASH ACCEPTED.
- 17. Payment shall be made prior to 4.00pm on the day of the auction (ie 4.00pm FRIDAY, 31 October 2024);**
18. The Auctioneer may demand a percentage of the sale price as deposit and resubmit the lot if this deposit is not immediately paid;
19. Bidders are requested to position themselves in reasonable manner and to bid distinctly. The bidder may interrupt at any time with any reasonable question. Bidders are required to act in good faith;
20. The whole of lots having been made available for inspection prior to the auction, no allowance or refunds will be made nor will any purchaser be permitted to reject any lot on the ground that it is not correctly described. The said lots are to be taken with all faults and defects if any;
21. Once purchased all lots are at the risk of the bidder;
22. If GST is payable in respect to the supply of the goods or property, including vehicles, the following shall apply:
  - a) The vendor is registered for GST purposes
  - b) GST is payable on the supply of the property that is to be auctioned; and
  - c) The lots are sold inclusive of GST
23. All vehicles purchased at auction are to be collected from the vendors premises/compound prior to or by COB , **FRIDAY, 7 November 2025**. Bidders are requested to contact the designated vendors representative and make arrangements for the collection of their property;
24. Release of any lot cannot be made without presentation of a receipt issued by the vendor and presented to the vendor's representative;
25. The removal of any vehicle purchased at auction is by registered tow truck and registered car trailer. Unregistered vehicles will not be permitted on the vendor's property;
26. The vendor reserves the right to inspect all bags etc, prior to any person leaving the vendors premises or compound;
27. No waiver of these conditions will be valid unless it has been agreed to by the vendor and the auctioneer and is in writing signed by the Chief Executive Officer or his delegate.

**PLEASE NOTE:**

- That is unlawful to remove a vehicle from the compound or any parts of the vehicle in the compound prior to providing proof of purchase before receiving proof of purchase. You need a receipt/s from the vendor showing the full amount as being paid before you can

access the vehicle that you have purchased.

- The premises/compound is a work site, and appropriate Personal Protective Equipment must be worn by all visitors. You will not be allowed onto the premises/compound unless you wear the appropriate Personal Protective Equipment. The appropriate Personal Protective Equipment for this site are fully enclosed shoes/boots.

**ANDREW GRAFFEN**  
**CHIEF EXECUTIVE OFFICER**