

# Buyer Registration Card



## Section A: Bidder Details

Mr / Ms First Name:	Last Name:	Email:	
Address:			
Suburb:		Postcode:	
Phone:	Mobile:	Fax:	
Driver Licence No.:	State:	Expiry:	Date of Birth:
<input type="checkbox"/> OR <input type="checkbox"/>	Country:	Expiry:	Date of Birth:

### Buying For:

Please select one of the following options and follow the instructions related to that field.

**Yourself**



*Proceed to Cashiers*  
*Only section A required*

**A Business**



*Section C*

**Someone Else**



*Section A & B*

**Licenced Dealer**



*Section D*

## Section B: Buyer Details *(The name item/s will be registered against)*

Mr / Ms First Name:	Last Name:	Email:	
Address:			
Suburb:		Postcode:	
Phone:	Mobile:	Fax:	
Driver Licence No.:	State:	Expiry:	Date of Birth:
<input type="checkbox"/> OR <input type="checkbox"/>	Country:	Expiry:	Date of Birth:

## Section C: Business Details *(Invoices for any purchases will be made out to this business)*

Business Name:		Email:	
Address:			
Suburb:		Postcode:	
Postal Address:			
Suburb:		Postcode:	
Contact Name:		Phone:	
Mobile:	Fax:	ABN:	or ACN:

## Section D: Dealership Details *(Invoices for any purchases will be made out to this Dealership)*

Dealer Name:	Dealer Licence No.:	<input type="checkbox"/> Franchised	
Address:		Suburb:	
Postcode:	Email:		
Postal Address:			
Suburb:		Postcode:	
Contact Name:		Phone:	
Mobile:	Fax:	ABN:	or ACN:

☐ Email me about upcoming auctions & other offers.

☐ I have read, understood and agree to Manheim Terms and Conditions (see reverse) and confirm the information given on this form is true and correct.

Signature:

Date:

**Privacy Act** – We are committed to providing our customers with a high level of privacy in relation to the personal information collected whilst dealing with Manheim. Please view the Privacy Policy at [manheim.com.au](http://manheim.com.au) by clicking on the Privacy Statement link at the bottom of the home page.

## Please Read...

- This form **must be** completed in order for you to obtain a Buyer Number Card.
- The Buyer Number Card is necessary for you to buy a vehicle at any Manheim auction.
- When you sign this you are making representations to Manheim and also agreeing to the following important conditions.
- You should ensure you have read the Important Conditions and Terms & Conditions, prior to signing and making any bid at Manheim auctions.
- If you bid at any Manheim auction you will be subject to these terms and conditions.

## Terms and Conditions of Bidding and Buying at Auction

- I, the named bidder, on my own behalf and where I am acting on behalf of a Buyer, on the Buyer's behalf, in consideration of being permitted to bid at this auction, agree and acknowledge, as follows:
  - I declare the information provided by me in this Buyer Registration is correct.
  - I declare I am authorised to act on behalf of any buyer nominated on this form in relation to any items for which I may bid, or subsequently buy.
  - I have read the Terms and Conditions of the auction sale as set out on this Buyer Registration Card and understand if I bid at auction it is subject to these Terms and Conditions and any special conditions which may be announced prior to the auction by the Auctioneer. If I am the successful bidder I acknowledge I will be bound to purchase the goods for which I have successfully bid in accordance with those Terms and Conditions and any special conditions announced prior to the auction.
  - That Manheim is an auctioneer and is acting as agent for the Seller and if any dispute arises (whether before or after Manheim has paid the Seller the proceeds of any sale) then that dispute will be between the Buyer and the Seller and I acknowledge and agree Manheim will be excluded from any subsequent action or court proceedings. If Manheim is subsequently included in any such action or proceedings I agree to indemnify Manheim for any liability or costs incurred by it in relation to such action or proceedings.
  - Notwithstanding clause 1.4, if any dispute arises with the Seller I agree to allow Manheim to attempt to mediate and resolve the matter with the Seller, and
    - If Manheim determines the most appropriate resolution of the matter is the cancellation of the sale and refund of purchase monies paid I will have no further claim or recourse against Manheim or the Seller upon refund of the purchase monies;
    - I will not institute other action or proceedings unless Manheim has advised it is unable to assist further in the resolution of the matter, or has failed to resolve the matter within a reasonable period of time having regard to all relevant circumstances.
  - The highest bidder will be the Buyer, subject to Seller acceptance but if any dispute arises as to the last or highest bidder, at the discretion of the Auctioneer, the lot in dispute may be put up again and resold.
  - All auction bid prices are GST inclusive unless the owner of the goods is not registered for GST (in which case no GST is payable on the lot bid for). Lots to be sold on behalf of owners not registered for GST will be separately identified in the catalogue.
  - The Auctioneer may refuse to accept any bid or withdraw any lot from the sale.
  - The Auctioneer may hold a bid and refer such a bid to the Seller before acceptance. In some circumstances further negotiations may only be held with the highest bidder.
  - The Seller reserves the right to bid either by the Auctioneer or the Seller's agent for any lot offered. The Auctioneer has been nominated for this duty. No person will be allowed to retract his or her bid after being taken.
  - All Buyers shall, on the fall of the hammer, if required to do so, pay a deposit of 10% or \$500

whichever the greater, of the purchase price in cash, bank cheque, EFTPOS or credit card (processing fee applies) and pay the balance in cash, bank cheque, BPay, EFT, EFTPOS or credit card (processing fee applies) by 4:00pm the working day after the sale.

- In case of non-payment of such deposit, the lot or lots may, at the option of the Auctioneer, be put up again and resold and the defaulter's bid, at the option of the Auctioneers, shall not be taken again during the sale.
- A Road Test Report (where provided and excluding Truck & Machinery Auctions and Salvage Vehicle Auctions), is prepared as a result of a brief road test undertaken prior to auction and is intended as a guide only. No detailed inspection has been undertaken and absolutely no warranty or guarantee concerning known or unknown faults is given or implied. The report covers no items capable of visual inspection. Vehicles sold with a Road Test Report are still sold subject to Clause 15 of the Standard Terms and Conditions of Sale, which refers to vehicles being sold with all faults (if any).
- All lots shall be at the Buyer's risk on the fall of the hammer and neither the Sellers nor the Auctioneers shall be accountable for any deficiency, damage or loss, which may arise thereafter. The Buyer shall independently verify any information relevant to any lot which is important to the Buyer's decision to bid on the lot.
- Stamp duty and delivery charges to be paid by the Buyers where and when applicable.
- Ownership of a lot shall not pass to the Buyer until the Auctioneer has clear title to the payment from the Buyer.
- All goods must be taken away by the Buyer no later than 4:00pm on the working day after the sale. Storage charges may apply on lots which have been paid for and which remain uncollected by the working day after the sale. No parties will be allowed to remove their lots or any portion thereof, until the purchase is completed and the full purchase price paid to the Sellers or Auctioneers.
- The Auctioneer shall not be responsible for any damage to property or injury to persons incurred during the removal of lots purchased.
- Upon any Buyer failing to comply with any of the above conditions any money deposited in part payment shall be absolutely forfeited and all lots unclaimed may be resold and the deficiency (if any) on such resale, together with all costs and charges consequent upon such resale, shall be made good by the defaulter at this sale.
- All lots, having been made available for inspection prior to auction, are offered for sale "as is, where is" with all faults (if any). To the full extent permitted by law and notwithstanding the contents of or any description given in any catalogue, advertisement, road test report, engineers' report or other materials issued by the Auctioneer in relation to a lot, no express or implied condition, warranty or guarantee is made or given in relation to that lot as to its condition, quality, fitness for purpose, merchantability or compliance with description. Without in any way limiting the foregoing, any description of a lot described as including air bags or anti-lock braking system (ABS) does not indicate any warranty or reassurance that such air bags or ABS are fitted, complete, functioning or fit for the purpose for which they were designed. You should independently verify any information which is important to your purchasing decision.
- To the full extent permitted by law, the Seller and the Auctioneer will not be liable for any loss,

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Call us on:  
**1800 001 278**  
Monday to Friday  
8am to 5pm



Go to:  
**manheim.com.au**

damage, cost or expense suffered or incurred by a Buyer arising out of the sale and purchase of a lot. Subject to all applicable laws, any liability of the Auctioneers shall be limited to a refund or credit of the charge made for services provided by the Auctioneers.

- All vehicles are sold as unregistered unless otherwise stated by the Auctioneer.
- Any deficiency in the goods sold shall not vitiate the sale but neither the Sellers nor the Auctioneers shall be bound to deliver more than is in their possession.
- Terms are strictly cash, bank cheque, BPay (overnight transaction), credit card (processing fee applies), EFT (possible overnight transaction), or EFTPOS before delivery.
- A Buyer's Administration Fee and a Buyer Handling Fee may be payable by the Buyer on any lots sold at Manheim auctions. The fee applicable to a lot is noted in the catalogue. Where a fixed dollar amount is noted, the Buyer's Administration Fee is inclusive of GST. Where a percentage is noted, the Buyer's Administration Fee is inclusive of GST and will be calculated on the sale price of the lot.

## Additional Terms & Conditions for Truck and Machinery Auctions:

- The Auctioneer does not warrant any electrical or mechanical appliance, plant and/or equipment (collectively 'the plant') complies with the requirements of any Federal, State or Territory Occupational Health and Safety laws (the OH&S laws). Where reasonably practicable to do so and where the plant may be used in a workplace, the Auctioneer has requested the Seller display a statement on the plant to indicate the safety condition of the plant and to supply certificates, operation manuals, etc. which may exist for the particular plant. By law, a Buyer of any plant for use in a workplace must ensure the plant complies with the OH&S laws before it is used. Heavy penalties apply for noncompliance. A summary of the Occupational Health and Safety requirements in your State or Territory is available from the Auction Coordinator. Further information regarding Occupational Health and Safety in the workplace is available from your State or Territory Work Cover authority.

## Additional Terms & Conditions for Salvage Vehicle Auction or non-mobile vehicles:

- In addition to the provisions of Clause 16 Manheim cannot accept any responsibility for damage sustained to auction vehicles or equipment through the normal use of forklifts to load, unload and shift damaged and non-mobile vehicles.

## Office Use Only

Buyer Number	<input type="text"/>
CRN (A)	<input type="text"/>
CRN (C/D/E)	<input type="text"/>
Auction	<input type="checkbox"/> CAR <input type="checkbox"/> PRE <input type="checkbox"/> SAL <input type="checkbox"/> TMA <input type="checkbox"/> MOT
How did you hear about Manheim?	
<input type="checkbox"/> Friend	<input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine
<input type="checkbox"/> Radio	<input type="checkbox"/> Online <input type="checkbox"/> Other
Please state source: .....	