



GLADSTONE  
REGIONAL COUNCIL

## **AUCTION - ABANDONED VEHICLES**

Notice is given under Section 100(6) *Transport Operations (Road Use Management) Act 1995* an auction of abandoned vehicles will be held at 11am Tuesday 7 February 2023. Terms and Conditions of the auction will be stated on the auction catalogue. The catalogue is available from the Council website under public notices. Vehicle inspections from 10.30am on the day at Waste Transfer Station, Blain Drive, Gladstone. All vehicles for auction will have to be towed on the day. Safety aware site, no open shoes permitted, and potential bidders will be given site induction.



**GLADSTONE**  
REGIONAL COUNCIL

***AUCTION SALE***  
***CATALOGUE***  
***ABANDONED VEHICLES***

**DATE:** 11:00am Tuesday 07 February 2023

**LOCATION:** Gladstone Transfer Station – Joe Joseph Drive, Gladstone



**SPECIAL NOTE:**

**BY REGISTERING TO PARTICIPATE, BID OR PURCHASE IN THE GLADSTONE REGIONAL COUNCIL AUCTION OF ABANDONED VEHICLE, SALE VIA PUBLIC AUCTION, YOU EXPRESSLY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN FULL.**

INSPECTION: 10:30am – 11:00am 07 February 2023

**SECURITY: MEMBERS OF THE PUBLIC ARE RESTRICTED TO THE DESIGNATED AUCTION AREA AND IT IS MANDATORY THAT ENCLOSED FOOTWEAR BE WORN. THERE IS NO WHEELCHAIR ACCESS. THIS AUCTION IS TO BE CONDUCTED AT A DESIGNATED AREA AT THE BLAIN DRIVE WASTE STATION WITH NO SEATING OR TOILETS PROVIDED.**

**SAFETY: DUE TO THE LOCATION A SITE SAFETY INDUCTION WILL BE CONDUCTED PRIOR TO AUCTION. PLEASE BE AWARE IF ANY VEHICLES ARE COLLECTED AFTER AUCTION BY A THIRD PARTY, THE SAID PARTY WILL BE REQUIRED TO UNDERTAKE A SITE SAFETY INDUCTION PRIOR TO COLLECTION OF VEHICLE.**

**AUCTIONEER: MR WILLIAM MEADE  
33 RAFTING GROUND ROAD  
AGNES WATER QLD 4677  
PHONE: 0474 000 375**

## **CONDITIONS OF SALE**

1. All bidders must be registered. The Auctioneer may register a person as a Bidder only if the person has provided his/her name and address and satisfactory evidence of his/her identity.
2. Bids will only be accepted from registered bidders.
3. Bidders must use the numbered identifier provided by the Auctioneer to make a bid during the auction.
4. The highest approved bidder for each lot shall be the Purchaser subject to the approval of the Vendor and the reserve price if any.
5. If any dispute or difference shall arise as to the highest bidder the Auctioneer may re-open the bidding and re-submit the lot for sale commencing with the highest amount previously bid for the lot or the Auctioneer may decide on the highest bidder in such other manner as he in his absolute discretion shall deem fit. The decision of the Auctioneer shall be final and no bidder shall have any right of recourse against the Auctioneer or the Vendor.
6. Where any person is bidding on behalf of another person, the bidder must first provide the Auctioneer with a copy of his written authority to bid and enter into an Agreement for Sale and Purchase of the lot to the Auctioneer prior to the commencement of the Auction otherwise the bidder is deemed to be acting on his own behalf.
7. The Auctioneer may at his discretion refuse to accept any bid from any person and no bid if accepted shall be retracted without the consent of the Auctioneer. The Auctioneer may decline the offer for any lot or withdraw any lot or lots from sale prior to the fall of the hammer for the particular lot or lots.
8. Each Purchaser shall immediately after the fall of the hammer for a lot hand to the Council Administration Officer, his or her name and address in writing and shall if required immediately pay in cash or by certified bank cheque a deposit of not less than 10% of the purchase price.
9. The whole of the lots having been 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 in the catalogue. The said lots are to be taken with all faults and defects (if any) and will be at the risk of the Purchaser on the fall of the hammer and thereafter the Vendor will be free of all responsibility for safe guarding the lot and will not be liable for any loss of or damage to the lot sold whether such loss or damage is caused or contributed to by any act neglect or default of the Vendor its servant's employees or agents. The whole of the lots shall be sold "as is where is" and Purchasers should be aware that some plant and equipment will require repair and overhaul before use.
10. The balance of the purchase price must be paid by the Purchaser at the Weigh Bridge Station located at the entrance of the Gladstone Transfer Station, Gladstone not later than immediately following the sale of the last lot on the day (unless prior arrangement has been made by the purchaser with the Vendor).
11. Should any deficiency arise between the quantity of goods described at the time of sale and that available at the time for delivery the Purchaser

shall take and the Auctioneer shall be required to effect delivery of only the quantity actually so available. No compensation will be paid in respect of any such deficiency but the Purchaser may claim a pro-rata adjustment of purchase price. No adjustment will be made unless the Purchaser makes this claim at or before the time of delivery.

12. All lots that have been paid for in full must be removed by the Purchaser at the Purchaser's risk and expense by 4pm on the day of the sale (unless prior arrangements have been made by the Purchaser with the Vendor). Delivery is not to be taken without a representative of the Vendor being present at the time.
13. Upon any Purchaser failing to comply with any of the above conditions ("the defaulting Purchaser") all monies received in part payment of the purchase price shall be absolutely forfeited to the Vendor and all lots not removed as aforesaid may be re-sold by public auction or private contract and the deficiency in price (if any) on such resale together with all costs and charges incurred in attending thereto shall be paid forthwith by the defaulting Purchaser and if not paid the Vendor has the right to recover such amount from the defaulting Purchaser as a debt.
14. Time shall be of the essence of the sale of any lot.
15. The Auctioneer reserves the right to one bid.
16. Terms are strictly cash before delivery.
17. A right to bid by or on behalf of the Vendor is expressly reserved.
18. Purchasers will not be permitted to resell or subdivide lots on the sale area.
19. If practicable, and at the discretion of the Auctioneer, lots may be split into quantities to suit the requirements of individual buyers.

## **20. SPECIAL NOTICE TO BUYERS**

- The auction area is a security area. No admittance to general public outside of designated times without approval of the Local Laws Manager Marc Bailey (07 4976 6944) or the site Manager of the Waste Transfer Station.
- Upon entry to the Waste Transfer Station, please advise staff that you are attending the auction and you will be shown to an area to the auction site where you can park vehicles. Members of the public attend at their own risk.
- All vehicles are subject to a reserve price, if any.
- Items may be removed from the auction without notice.
- Photographs may not reflect current condition of vehicle.

## **21. PURCHASE PRICE – GST**

LOT No	Description	Colour
407	Skoda Octavia TSI Car	Sand
408	Honda 2 door Hatch	Red
409	2001 All roader Box trailer ATM 750	Silver
410	2008 B.M.W. Sedan	Grey
412	Honda Sedan	Dark Grey



















