

# Motor Vehicle Terms & Conditions

*Motor Dealer Licence Numbers: - **NSW** - Grays (NSW) Pty Ltd MD13910 / **VIC** - Grays (VIC) Pty Limited LMCT11156 / **SA** - Grays (NSW) Pty Ltd MVD277714 / **QLD** - CM Pty Ltd 1700072 / **WA** - Grays Eisdell Timms (WA) Pty Ltd MD25136*

## 1 General

- 1.1 These Terms and Conditions apply to a Motor Vehicle Auction in addition to either:
  - a. the User Agreement (if you are bidding online); or
  - b. the On The Floor Auction Terms and Conditions (if you are bidding at an On The Floor Auction).
- 1.2 To the extent of any inconsistency between these documents, the following order of precedence applies:
  - a. the User Agreement (if applicable);
  - b. the On The Floor Auction Terms and Conditions (if applicable);
  - c. these Terms and Conditions.
- 1.3 Our privacy policy on the Site applies.
- 1.4 Capitalised terms are defined in clause 11. We may amend these Terms and Conditions from time to time by posting an updated version of them on the Site. The updated version will become effective one month after being posted on the Site.
- 1.5 You must be 18 years or older to participate in a Motor Vehicle Auction.

## 2 Title

We guarantee that each Motor Vehicle will have clear title as soon as the relevant Motor Vehicle is sold at auction and monies for the Invoice Amount for that Motor Vehicle are cleared in our account. Bidders may find that when they perform a PPSR check (highly recommended), that in some cases the Motor Vehicle may have a security interest registered on the PPSR. This security interest will ordinarily be released from the PPSR as soon as the Motor Vehicle is sold at auction and monies for the Invoice Amount for that Motor Vehicle are cleared in our account.

## 3 Motor vehicle condition

- 3.1 Please refer to the individual lot description for a general description of the Motor Vehicle's condition. Lot descriptions ordinarily have images or photographs of the Motor Vehicle. Any descriptions, images or photographs we provide of the Motor Vehicle must be taken as a guide only. Please satisfy yourself as to the condition of the Motor Vehicle.
- 3.2 You acknowledge and agree that:
  - a. We do not test Motor Vehicles to check their condition. Any general description we provide of a Motor Vehicle's condition is based, at most, on an external walk-around of the Motor Vehicle, our visual inspection, and engine start up. We generally do not drive Motor Vehicles;
  - b. Motor Vehicles may have damage, mechanical issues and body blemishes which we have not sighted and which we have not listed in any lot description provided;

- c. We recommend that a potential bidder conduct (either themselves or through a third party) a full inspection of the Motor Vehicle before bidding;
- d. If a Motor Vehicle is described as 'Used', the Motor Vehicle may have experienced moderate to heavy usage by a previous user;
- e. We do not test Motor Vehicles to ensure that they function according to the manufacturer's specifications; and
- f. Motor Vehicle accessories may vary from those originally supplied by the manufacturer.

#### **4 Inspecting motor vehicles**

- a. You may inspect Motor Vehicles offered for sale in person, or on your behalf utilising a third-party service or nominee, or virtually at a time we prescribe. Ordinarily, inspection times and dates are listed on the Site.
- b. You must not drive a Motor Vehicle offered for sale during an inspection. You may start the Motor Vehicle.
- c. You must provide us with a valid driver's licence in order to obtain keys to the Motor Vehicle during the inspection. We provide these keys to you solely for the purpose of starting the Motor Vehicle.
- d. If you drive a Motor Vehicle during an inspection we may demand the return of the keys and ask you to leave the premises.
- e. You must not excessively rev a Motor Vehicle during an inspection.

#### **5 Collecting the motor vehicle**

5.1 It is your responsibility to collect any Motor Vehicle purchased.

5.2 You are not permitted to take possession of a Motor Vehicle until we receive full payment of the Invoice Amount in cleared funds.

5.3 We may not release the purchased Motor Vehicle unless the person collecting the Motor Vehicle provides us with:

- a. a copy of any email from us which states the winning bidder at an online auction for a Motor Vehicle, an invoice from us for the Motor Vehicle, and/or the sale and lot numbers e.g. 0002-3410000 for the Motor Vehicle;
- b. the name and/or email address of the purchaser;
- c. a photocopy of the driver's licence or other photo identification of the person collecting the Motor Vehicle;
- d. in circumstances where the person collecting the Motor Vehicle is not the purchaser of the Motor Vehicle, a signed note of authority from the purchaser; and
- e. in circumstances where a transport company is collecting the Motor Vehicle, the transport company's name, contact person and job number.

5.4 Vehicles may be collected from Monday to Friday, 8.30am to 4.00pm. Please attend the collection address we specify during this time and bring the documents and/or information listed at clause 5.3, above.

5.5 Subject to clause 5.6, Motor Vehicles must be collected within 7 business days of the date of purchase.

5.6 The time period prescribed by clause 5.5 for collecting a Motor Vehicle is extended:

- a. if you make alternative arrangements with us (to do this, please contact the Grays auto team at the site where your Motor Vehicle is);
- b. if you reside in a different state to the state where the Motor Vehicle is, in which case the time period is extended by 7 business days; or
- c. if you arrange for a third party to collect the Motor Vehicle, in which case the time period is extended by 7 business days.

## **6 Storage fees for failing to collect the motor vehicle**

6.1 If the Motor Vehicle is not collected within the time period prescribed in clause 5.5 or, where applicable, clause 5.6, you must pay us storage fees.

6.2 Storage fees for Motor Vehicles are \$50 per day or \$250 per week.

6.3 Any storage fees due must be paid in full to us before the Motor Vehicle is released for collection.

6.4 Unless prior arrangements have been made with us, and subject to state legislation governing uncollected goods and motor vehicles, any Motor Vehicle not collected after a reasonable period may, after notice to you, be deemed abandoned and:

- a. sold on terms we consider reasonable, in which case we will refund the proceeds of sale to you less any Buyer's Premium or Flat Rate Per Unit, storage charges and reasonable administrative fees; or
- b. disposed of.

## **7 Warranty, cooling-off and registration**

7.1 You acknowledge that when you purchase a Motor Vehicle by auction there is no cooling-off period.

7.2 You acknowledge that any inspection report (including pink slip, blue slip, NRMA, RACV, RACQ report or similar) offered with any Motor Vehicle sold at auction has been supplied by the Vendor and not us and we cannot and do not warrant or guarantee the correctness or accuracy of anything contained in or implied by any such report.

7.3 A manufacturer's warranty may apply to some Motor Vehicles. We cannot be and are not responsible for the content of any manufacturer's warranty. Please contact the relevant manufacturer in relation to any warranty provided.

## **8 Registration**

8.1 As registration and ownership requirements vary from state to state, you should familiarise yourself with the registration requirements of the state in which the Motor Vehicle will be registered.

8.2 You are responsible for any state or territory fees which are payable to effect the transfer of ownership of the Motor Vehicle to you (or your nominee), including any transfer fees, registration charges, stamp duty, number plate fees, and any late transfer surcharge or other duties.

8.3 You are responsible for arranging for the Motor Vehicle purchased to be registered in your name, or your nominee's name.

8.4 Subject always to clause 8.3, we provide the following information to purchasers, without representing that it is accurate or complete:

- a. Motor Vehicles sold with registration can generally only be transferred to a person who holds a licence issued in the same state as the vehicle registration. The number plates will be removed if the Motor Vehicle is unregistered or has interstate plates. You may be able to acquire an unregistered vehicle permit from your local state roads authority for pick up.
- b. To register a Motor Vehicle in your name, you are ordinarily required to attend a state road authority, pay the applicable fees, and provide the authority with:
  - i. a valid certificate of roadworthiness;
  - ii. a paid Grays invoice (you will ordinarily not need the old registration paperwork, and we will not provide this with the Motor Vehicle); and
  - iii. proof of identity or, if you're registering the Motor Vehicle in the name of a company or organisation, that it is a legal entity.
- c. Further information regarding registration requirements may be available on the following websites:
  - i. VIC: <https://www.vicroads.vic.gov.au/registration>
  - ii. NSW: <http://www.rms.nsw.gov.au/roads/registration>
  - iii. QLD: <https://www.qld.gov.au/transport/registration>
  - iv. SA: <http://www.sa.gov.au/topics/driving-and-transport/vehicles-and-registration/vehicle-registration>
  - v. WA: <http://www.transport.wa.gov.au/licensing/license-my-vehicle-registration.asp>
  - vi. NT: <https://nt.gov.au/driving/registration/renew-your-vehicle-registration>

## 9 Written off vehicles

9.1 We may describe a Motor Vehicle as being listed on the Written Off Vehicle Register (WOVR). You may be able to obtain further details of a Motor Vehicle's status by purchasing a PPSR report or other car history report.

9.2 You are responsible for determining whether a Motor Vehicle can be registered based on its WOVR status. You may be able to obtain information from your local state road authority in relation to this.

## 10 Site access rules

10.1 In addition to the terms of the User Agreement and the On The Floor Terms (as applicable), any person inspecting a Motor Vehicle must comply with the following rules:

- a. any entry conditions listed at the site must be complied with;
- b. any inspection conditions listed at the site must be complied with;
- c. all persons entering the site must comply with any directions given by our staff, our representatives or the site controller;

- d. all persons entering the site must conduct themselves in a manner which does not endanger the health and safety of other persons on the site and which does not create a risk to health and safety to any other persons on the site;
  - e. all persons entering the site must walk in designated walkways until the car park where general car park rules apply;
  - f. no open toe shoes at the site;
  - g. no animals allowed at the site;
  - h. all children under the age of 15 must be accompanied by an adult and supervised at all times;
  - i. no alcohol at the site;
  - j. smoking in designated areas only at the site.
- 10.2 If you are inspecting a Motor Vehicle, we may require you to wear personal protective equipment (PPE), in our discretion, having regard to the hazards and risks assessed as present on the site. You are required to wear any PPE we specify. PPE may include safety footwear, safety eyewear, hearing protection, and head Protection.

## 11 Definitions and interpretation

11.1 In this document, unless the context otherwise requires:

**Buyer's Premium** means a premium, being a percentage of the gross sale price of a Motor Vehicle, charged by us to the purchaser in accordance with the User Agreement or On The Floor Auction Terms;

**Flat Rate Per Unit** means a fixed fee, being a flat rate per unit, charged by us to the purchaser in accordance with the User Agreement or On The Floor Auction Terms;

**Invoice Amount** means the amount on the invoice we issue to you for the purchase of the Motor Vehicle which will include the purchase price and any other applicable fees and charges;

**Motor Vehicle** means a motor vehicle including, a car, motorbike, truck, trailer, van, ute, boat, caravan or motorhome;

**Motor Vehicle Auction** means an auction we hold (whether online and/or at physical premises) where a Motor Vehicle is offered for sale;

**On The Floor Auction** means a physical auction we hold before an audience of bidders at a physical premises; **On The Floor Auction Terms and Conditions** means the terms and conditions that apply to an On The Floor Auction and are available from us upon request;

**PPSR** means the Personal Property Securities Register;

**Site** means the Grays website including grays.com;

**Terms and Conditions** means these Motor Vehicle Auction Terms and Conditions;

**User Agreement** means the Grays User Agreement available on the Site;

**Us/we/our** means Grays (NSW) Pty Limited ABN 35 003 688 284 and our related entities;

**Vendor** means the owner of a Motor Vehicle being sold at auction.

11.2 In interpreting this document, unless the context otherwise requires:

- a. the singular includes its plural and vice versa;
- b. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- c. a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- d. a reference to a party to this agreement includes its successors and permitted assigns;
- e. a reference to any agreement (including this agreement) or document is to the agreement or document as amended, supplemented, novated or replaced from time to time;
- f. words such as including or for example do not limit the meaning of the words preceding them.