

Expressions of Interest for Public Sale



**On behalf of Brisbane City Council,
over 8,000 abandoned shopping trolleys**

Closing 5pm Friday 5 February 2010.

Viewing Times: 10:00am - 11.30am 29th January,

Items located at: Brisbane City Works Depot Jennings Street, Zillmere


Enquiries: Dan Foley 0417 539 911, email: daniel.foley@manheimfowles.com.au



MANHEIMFOWLES

TRUCK & MACHINERY AUCTIONEERS

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 Manheim The world's leading automotive remarketers

Expressions of Interest for Public Sale

Terms & Conditions of Sale

Request for Tender for abandoned shopping trolleys, #0916A

1. All tender responses must be in writing and display the correct tender number.
2. The Tender closes at 5.00pm (Eastern Australian Daylight Savings Time) on Friday 5th February, 2010. Tenders must be lodged at ManheimFowles through one of the following means:
 - (a) By Mail - please refer to point 4
 - (b) By Fax - 07 3868 9910
 - (c) By Email - daniel.foley@manhemfowles.com.au

Regardless of the form in which a tender is submitted the tender must contain all information as nominated on the tender form.

NB: Tenderers should note that neither the Seller nor Agent will take any responsibility for tenders which are lodged by mail, fax or email which are not received by the tender closing time for any reason including (but not limited to) industrial disputes, electronic or technical difficulties.

3. The successful tenderer, if any, will be notified by 2nd March 2010 by Mail.
4. Full payment must be received by the Agent in the form of CASH, BANK CHEQUE, DIRECT DEPOSIT or ELECTRONIC TRANSFER by 19th February 2010.

Bank cheques should be posted to:
Attention: Dan Foley
ManheimFowles,
PO Box 1453,
Eagle Farm BC, Qld, 4009.

All payments being made direct to the bank, whether Cash or EFT, must go to :

National Australia Bank, Brisbane Capital Office
Branch number ; 084 004
Fowles Auction Group Trust Account Pty Ltd
Account number: 478907592

5. Ownership of the Goods shall not pass to the buyer until the Agent has clear funds and title to the full payment made by the Purchaser.
6. All amounts expressed in any tender must be inclusive of GST and made in \$ A (Australian) and all payments (in whatever form) must be made in \$ A (Australian).
7. The Seller and Agent are not required to accept the highest or any tender and reserves the right to withdraw some or all of the Goods from sale and/or enter negotiation with any tenderer for the sale of some or all of the Goods.
8. Clear title to the ownership of the Goods is warranted by the Seller following full payment for the Goods by the Purchaser.
9. Whilst the Seller and the Agent have taken every reasonable precaution to ensure that the Goods are accurately described, condition remarks and opinions are provided for guidance only and on the strict understanding that:
 - (a) The Goods are all used and in varying condition and the serve as a guide only. Prospective buyers should satisfy themselves as to the accuracy of all information by their own inspection.

- (b) All Goods having been made available for inspection prior to auction, are offered for sale "as is where is" with all faults (if any). The Goods may be inspected at: Brisbane City works Depot Jennings Street Zillmere Inspection Friday 29th January 10am -11.30am or by appointment.
- (c) To the full extent permitted by law and notwithstanding the contents of or any description given in any catalogue, advertisement, or other material issued by the Agent in relation to the Goods, no express or implied condition, warranty or guarantee is made or given in relation to those Goods as to their condition, quality, fitness for purpose, merchantability or compliance with description.
- (d) To the full extent permitted by law, the Seller and the Agent will not be liable for any loss damage cost or expense suffered or incurred by a purchaser arising out of the sale and purchase of a lot.
- (e) Subject to all applicable laws, any liability of the Agent shall be limited to a refund or credit of the charge made for services (i.e. not the full price of the Goods) provided by the Auctioneers.

10. Any deficiency in the number of the Goods sold shall not vitiate the sale but shall be accounted for on a pro-rata basis and neither the Seller nor the Auctioneers shall be bound to deliver more Goods nor make any further adjustment or compensation to the Purchaser.
11. Any duties, taxes or delivery charges are to be paid by the purchaser where and when applicable.
12. Goods will be available for pick up by appointment only and following receipt of full payment at:

Location of pick up and access restrictions (e.g. vehicle size and between certain hours – eg. between 7.30 am and 4.00 pm) if any].

All goods must be cleared from the premises on the 25th February 2010.

The Purchaser must arrange for the pick up of the Goods using appropriate vehicles and equipment and having regard to all applicable laws including the Workplace Health and Safety Act and Transport Operations (Road Use Management) Act and related laws and codes.
14. All Lots shall be at the Purchaser's risk from the time they are notified that they have been successful in the sale. Neither the Seller nor the Agent shall be accountable for any deficiency, damage or loss which may arise thereafter.
15. Neither the Seller nor the Agent shall be responsible for any damage to property or injury to or death to persons incurred during the removal of Lots purchased.
16. Definitions:
"Agent" means ManheimFowles ABN, address etc
"Seller" means the person selling the Goods the subject of this request for tenders.
"Purchaser" means the person to whom the Seller has agreed to sell the Goods.



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Tender Response: Tender #0961A

I /We (full name of persons or company):

of: (full address)

Telephone:

Mobile:

Fax:

ABN:

Email:

Drivers Licence #:

Lot 1 - Shopping Trolleys,

Price: \$(Australian)

Price Per Unit:

Total Amount in Words:

I do hereby agree to the Terms & Conditions of Sale as listed above and offer the following amount as full payment for the goods.

Signature:

Title (if signing on behalf of a company):



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