

Multi Vendor Liquidations And Bankrupt Estates Auction



AUCTION CATALOGUE

AUCTION SALE TO BE HELD ON THE SITE

141 TALINGA DRIVE, PARK RIDGE QLD 4125

AUCTION COMMENCES: FRIDAY, 24TH JANUARY 1:00PM AEST AUCTION CONCLUDES: FRIDAY, 31ST JANUARY 4:00PM AEST

UNDER INSTRUCTIONS FROM MULTIPLE VENDORS



IN THE MATTER OF:

THE BANKRUPT ESTATE OF FRANK JOHN WILBRINK
NOW AND FOREVER PHOTOGRAPHY PTY LTD (IN LIQUIDATION)
HOUSE RELOCATION SERVICES PTY LTD (IN LIQUIDATION)
SUPERIOR MARBLE AND GRANITE PTY LTD (IN LIQUIDATION)
CLAIRDERM MEDICAL AESTHETICS PTY LTD (IN LIQUIDATION)
J&J THACKERY TRANSPORT PTY LTD
SIMON FLEMING

ALUMINIUM BALUSTRADES NORTH COAST PTY LTD (IN LIQUIDATION)

INSPECTION: FRIDAY, 31ST JANUARY, 8:00AM-10:00AM AEST
ENQUIRIES: SCOTT WEBBER - 0452 151 442 / SWEBBER@HYMANS.COM.AU or KEVIN MCKEW - 0438 159 794
NOTES: A BUYERS PREMIUM OF 12% + GST WILL APPLY TO ALL LOTS SOLD
HAMMER PRICE IS GST EXCLUSIVE
SOME LOTS MAY BE SUBJECT TO REDEMPTION
\$100 CASH DEPOSIT REQUIRED ON REGISTRATION IF YOU DO NOT PRESENT A CREDIT CARD
ALL LOTS MUST BE REMOVED WITHIN 4 DAYS FROM THE CONCLUSION OF THE AUCTION

EVERYTHING MUST BE SOLD!

LOT	QTY	DESCRIPTION	RISK CODE
1	1	2012 Jeep Wrangler Unlimited Overland LWB Year: 11/2012 Make: Jeep Model: Wrangler Unlimited Overland Configuration: 5 Door SUV Wagon 4x4 LWB Engine: V6 Petrol Transmission: Automatic Odometer Indicated: 198,700 kms VIN: 1C4HJWLG0DL569950 Description: AC, UHF, Bullbar, Roof Rack, LED Lights, Tow Bar, Side Steps, Reverse Camera, Bluetooth, Leather Seats, Removable Roof	1, 2, 5, 7, 26, 27, 28, 31
2	1	2019 Mitsubishi Triton Dual Cab 4x4 Utility Year: 09/2019 Make: Mitsubishi Model: Triton Configuration: Dual Cab 4x4 Engine: 4cyl Turbo Diesel Transmission: Automatic Odometer Indicated: 306,855 kms VIN: MMAJLKL10LH008545 Description: AC, UHF, Rear Diff Lock, TJM Bullbar, Canopy (missing rear window), Rhino Roof Rack, LED Lights, Tow Bar, Side Steps, Dual Battery System, Winch, Signwritten	1, 2, 5, 7, 26, 27, 28, 31
3	1	1995 Kenworth K100G Prime Mover Year: 10/1995 Make: Kenworth Model: K100G High Roof Configuration: 6x4 Prime Mover Suspension: Airbag Engine: 6cyl CAT Turbo Diesel Transmission: 18 speed Eaton Fuller Manual Odometer Indicated: 887,436 kms VIN: 6F5000000SA415066 GVM: 26,000 KG GCM: 80,000 KG TARE: 9,380 KG Description: UHF, Bullbar, 10 Stud Alloys, Viesa Bunk Cooler, No Turntable, Signwritten	1, 2, 5, 7, 26, 27, 28, 31
4	1	2022 MacNeil Flat Top Trailer Year: 2022 Make: McNeill Trailers Model: 6 X 2.5 Flat Top TARE: 1,600 KG ATM: 3,500 KG VIN: 6K9BMCNTSNY088006 Description: Dual Axle, 50mm Coupling	7, 26, 27, 31

LOT	QTY	DESCRIPTION	RISK CODE
5	1	1997 Homemade Cage Trailer Year: 1997 Make: Homemade TARE: 800 KG ATM: 2,500 KG VIN: hard to decipher - reads ATABA000359QT2, potentially 6T9TABA0000359GT2 (this to be used as a guide only - buyer must seek acceptable VIN from local Trasnport and Main Roads Department) Description: Dual Axle, 50mm Coupling, damage to floor and guards, rust evident, damaged jockey wheel, brakes faulty	7, 26, 27, 31
6	1	Pallet of Screw Piles - Qty Approximately 25x	
7	1	Tautliner Truck Curtain Sides - Blue, Qty 2x	7
8	1	Heavy Duty Jack Stands - Qty 9x Stands, Missing some parts to stands	7
9	1	Assorted Tyres for Trucks and Machinery	7
10	1	2019 Homemade Tandem Dropside Trailer Year: 2019 Make: Homemade TARE: 540 KG ATM: NA VIN: 6T9T20AEKKAAAB123 Description: 50mm Coupling, Alluminium dropside single cab ute tray mounted to dual axle trailer, Toolbox	7, 26, 27, 31

LOT	QTY	DESCRIPTION	RISK CODE
11	1	1998 Honda CT200 Auto AG Motorbike Year: 1998 Make: Honda Model: CT200 Odometer: Indicated 2,284 kms VIN: JH2MD12U7WK105344 Description: Electric Start, Auto Clutch, Double Kick stand	1, 2, 5, 7, 26, 27, 28, 31
12	1	E-Z-GO Utility Crt Make: EZ-GO Model: Titan Odometer: Indicated 948 hrs SN: 2555700 Description: Convertible second row seating, recently replaced batteries, Tow Ball	1, 2, 5, 7, 26, 27, 28, 31
13	1	Enclosed Tandem Furniture/Toy Hauler Trailer ATM: 2,000 KG VIN: TR10071158 (Stamped into chassis - no full VIN or Identification plates located) Description: 50mm Coupling, Alluminium door, multiple tie down points	7, 26, 27, 31
14	1	Milwaukee Tools Brushless Drill with Hard case No Charger	1, 2, 3, 4, 5, 7, 9, 13, 14, 18, 20, 25, 27, 28, 29, 30
15	1	Milwaukee Tools Jigsaw, Multi Tool, Drill and Blower No Charger	1, 2, 3, 4, 5, 7, 9, 13, 14, 18, 20, 25, 27, 28, 29, 30
16	1	Electronic Price Platform Scale iPrecision Model: TCSC150 Maximum: 150Kg Minimum: 50g 240V Condition: Fair	2, 19, 14, 7



TERMS AND CONDITIONS OF SALE

- The purchaser acknowledges that all sales conducted by the auctioneer are on the basis of being "GST" exclusive, and as such a GST amount of 10% (or whatever prescribed amount is in force by legislation) will be added to the bid price. Further, the purchaser acknowledges and agrees that in the absence of advice to the contrary, that all bids by the purchaser will be deemed to be exclusive of GST and that GST will be added to the bid price of all lots.
- The purchaser acknowledges that at all sales conducted by the auctioneer, a buyer's premium will be charged on the bid price.
- As soon as practicable after the fall of the hammer the Purchaser shall sign the agreement (if any) for sale.
- 4 The Purchaser shall be deemed to purchase as principal unless prior to the sale
 - a) The purchaser shall have disclosed to the Auctioneer that he will be bidding on behalf of a principal and shall supply the full name and address of his principal; and
 - b) The purchaser has given to the auctioneer a copy of a written authority to bid for, or on behalf of, another person.
- 5 The Auctioneer and Vendor reserve the following rights which may be exercised by the Auctioneer without giving any reason therefore
 - a) to withdraw any lots from the sale;
 - b) not to offer for sale part only of any lot described in the catalogue;
 - c) to offer two (2) or more of the lots described in the catalogue as separate lots for sale together, as one (1) lot;
 - d) should such lots referred to in c) of these Terms and Conditions not be knocked down at the online auction to a successful bidder, to offer such lots as separate lots;
 - e) to refuse to accept a bid or bids from any person or persons which in the opinion of the Auctioneer is not in the best interest of the Vendor;
 - f) to refuse admission to/or eject from the selling place any person or persons;
 - g) to refuse to accept any bid for a lot being less than a sum nominated from time to time by the Auctioneer;
 - h) to keep secret the existence and amount of the reserve price (if any) of a lot prior to the close of bidding or withdrawal from sale of the lot;
 - i) if the Purchaser shall successfully bid for more than one lot at the auction;
 - j) to appropriate any moneys received from that Purchaser in satisfaction or partial satisfaction of the purchase price (and any taxes, if applicable) due in respect of any one or more of such lots to the total or partial exclusion of amounts due in respect of any other such lot, or lots, as the Auctioneer shall see fit;
 - k) to elect at any time to treat each contract for the sale of each such lot as interdependent with each other such contract or contracts and default under any such contract shall be treated as default under all such contracts:
 - I) to bid on behalf of any vendor, prospective Purchaser or Purchaser's with or without disclosure; and
 - m) if any lot is not sold at the auction to offer to sell same thereafter by private treaty but otherwise subject to these conditions.
- The Vendor or any person on his behalf reserves the right to bid at the auction in respect to any lot. The Vendor acknowledges that for any successful bids he/she shall still be liable for the payment of any relevant commissions.



- Any bidder shall give his full name and residential address at the time of registering to bid and when called upon to do so by the Auctioneer and
 - a) Prior to the end of the auction or at any time thereafter specified by the Auctioneer the Purchaser shall pay to the Auctioneer the full price for the lot, plus any GST, license fee or any other government charge applicable to the goods.
 - b) The Auctioneer at his discretion may require immediate payment or part payment for a lot.
 - c) The purchase price and, where applicable, any part payment thereof, and GST shall be paid in either cash, bank cheque, credit card or bank transfer
 - d) Any balance of the purchase price for a lot shall be paid to the Auctioneer no later than the expiration of the period during which the Purchaser is required by the conditions to take delivery of the lot and he shall not be entitled to require delivery until the purchase price and, where applicable, GST, license fee or government charge shall have been paid in full; and
 - e) Time shall be of the essence in relation to the interpretation and observance of these conditions.
- On the fall of the hammer, the Auctioneer may require, and the Purchaser shall pay a deposit in cash of twenty five percent (25%) in part payment of the purchase price for the lots purchased by the Purchaser. In default, the lot or lots so purchased may at the absolute discretion of the Auctioneer be immediately re-offered for sale and re-sold.
- No error in description or deficiency in quantity shall void the sale and the Purchaser shall be bound to take the delivery of the lot without any allowance or abatement in price. Any warranties which might otherwise be implied by the Sale of Goods Act, 1923, are hereby excluded and shall not apply. The Auctioneer and the Vendor make no warranties other than those implied by Common Law or by statute, the exclusion of which warranty would render this condition void or voidable, or which would constitute an offence by the auctioneer or the Vendor. Intending bidders must satisfy themselves by inspection or otherwise as to the nature of the lot or lots offered for sale and must accept same with all faults, patent or latent (if any). Furthermore, no warranty shall be implied from any affirmation made at the auction or otherwise but in all cases where an express warranty is intended, the same shall only be enforceable of reduced to writing and signed by the Vendor or by the Auctioneer as agent for the Vendor.
- Each lot shall lie at the purchaser's risk from the fall of the hammer and neither the auctioneer nor the Vendor shall be accountable for any deficiency, damage or loss which may arise thereafter. The property in such lot shall not pass until payment in the approved manner as advertised at the auction in full of the purchase price and, where applicable, GST, buyers' premium, license fee or government charges.



- No lot shall be removed during the sale without the consent of the auctioneer, but subject to condition 10 hereof, delivery is to be taken and the lot removed by the Purchaser with two (2) full working days of the day of the auction or such other period of time as may be specified by the Auctioneer at the time of sale and, in this respect, time is of the essence. Any removal shall be at the expense and risk of the Purchaser but, in such removal, the Purchaser shall do no damage, or shall forthwith make good any damage, which may be occasioned. Any lot or part thereof which the Purchaser does not remove may thereafter be removed by the Auctioneer or by some person, firm or company engaged by the Auctioneer or the Vendor and/or stored at the place at which the auction took place or elsewhere by the Auctioneer or by some other person, firm or company engaged by the Auctioneer. Such removal and/or storage shall be deemed to have been made by the Auctioneer at the request of the Purchaser and all costs incurred by the Auctioneer or the Vendor in relation thereto together with an amount of \$10.00 plus GST per lot per day (inc. weekends) penalty shall be immediately payable by the Purchaser to the Auctioneer and the Auctioneer may sue for and recover the same as liquidated damages.
- In addition to the purchase price, the Purchaser shall pay to the Auctioneer a fee calculated at the rate of up to thirteen and a half per cent (13.5%) of the full purchase price excluding GST State or Federal taxes that may be applicable.
- If the Purchaser shall default in the observance or performance of his obligation under these conditions or any one or more of the then any moneys which the Purchaser shall have paid to the Auctioneer shall be absolutely forfeited and, without notice to the Purchaser, such lot or lots may be re-sold either by public auction or private contract and upon such terms and conditions as either the Auctioneer or the Vendor shall deem fit at the risk and expense of the Purchaser who shall be liable for any deficiency together with all expenses of removal, commission, warehousing and other charges arising out of such default and the Auctioneer or the Vendor shall be entitled to recover same as and for liquidated damages. Without limiting the generality of the foregoing, the Auctioneer shall be entitled to recover from the purchaser
 - a) the amount of any commission upon the purchase which the Purchaser did not complete, the commission being determined by the agreement between the parties;
 - b) such sum for expenses and charges incurred by the Auctioneer in connection with or incidental to the auction and in respect of any such re-sale; and
 - c) where applicable, any GST, value added tax or any other tax relating to or arising from the sale of the property or any part thereof of the Vendor.
- Furthermore, the purchaser shall take or cause to be taken all reasonable and proper steps as far as is reasonably practicable to ensure that, the lot or lots purchased shall be safe and without risks to health when properly used.
- In these Conditions the word "Auctioneer" means Hymans Asset Management Pty Limited or any member of the Hymans Group (as determined by the originating office) except that where the context so permits it shall include the persons conducting the auction on behalf of Hymans Asset Management Pty Limited.
- In these Terms and Conditions, the word "Purchaser" refers to the registered bidder.



NOTES FOR REGISTERED BIDDERS

The following notes for registered bidders are supplementary to the above noted Terms and Conditions of Sale and are only intended to assist bidders in properly and conveniently affecting their purchases.

Special Notes:

A buyer's premium of 12.0 % + GST will apply on all lots sold.

The hammer price of all lots is GST exclusive and as such, GST of 10% will be added to the bid price and buyer's premium.

Example:

Bid Price:	\$100.00
Plus, Buyer's Premium:	\$ 12.00
Sub-total:	\$112.00
Plus GST:	\$11.20
Invoice Total:	123.20

Site Management:

The Site Managers and contact details for this auction are:

Scott Webber 0452 151 442

swebber@hymans.com.au

Registration:

Buyers must register prior to bidding and obtain a bidder number which will be issued by the website prior to bidding. The registration application will be approved by Hymans staff and a notification will be forwarded to the registrant via email.

Deposits:

- A deposit of \$100.00 is required at registration. The deposit will be immediately refunded in full if no lots are purchased by the buyer.
- If a buyer makes substantial purchases (to be determined by the auctioneer) a deposit of between 10% and 25% may be required prior to the conclusion of the auction.

Payment Options:

Payment must be made within 48 hours of receiving an invoice.

• Direct deposit to the auctioneer's trust account is available. Account details are as follows:

Bank:	NAB
Account Name:	Hymans Asset Management – Trust Account
BSB:	084-435
Account Number:	44-596-8524

 Payment of invoices can also be made via Visa Card, MasterCard, American Express, or EFTPOS only. Please note that a surcharge of 2% for Visa and MasterCard and 3% for American Express will be applied to all credit and debit card payments.



Insurance:

The bidder is at risk on the fall of the hammer on each lot and is therefore strongly advised to effect insurance immediately. Neither the auctioneer nor the vendor will be held responsible for any loss or damage to any lot after the fall of the hammer and buyers should be aware of the other terms affecting the sale that may preclude them from taking delivery of their lots immediately upon the fall of the hammer.

Transfer of Title:

Title shall only pass at such time that accounts are fully paid.

Collection of Lots:

Full payment must be made before any goods will be released.

All items must be removed 14 days from the issue date of the invoice to the successful bidders.

All lots must be paid for and removed by 4:00PM AEST Tuesday 4th February 2025 from all locations.

Equipment that requires disconnection from water, electricity, gas, or other such services is at the expense of the purchaser and disconnection work must be carried out by a GOLD LICENCE trade person. The licence must be presented prior to the commencement of works. Disconnection must be completed carefully and left in a safe and neat manner.

Hymans recommends that any purchasers interested in the larger tanks make enquiries as to movement of these tanks from their respective sites as special permissions may be required.

All removal work will be inspected to ensure it complies with the above. If we are not satisfied with the removal work, we reserve the right to request further work be carried out or undertake rectification work ourselves which will be charged to the Purchaser.

Special Note: Two forklifts and an Elevating Work Platform located at the site may be utilised by appropriately licenced operators during the removal process. You, or your staff, must always carry a forklift licence. Any damage to the forklifts or the Elevating Work Platform incurred during operation will be repaired and charged to the person operating it at the time.

The forklifts each have a capacity of 1.8 tonnes and 2.23 tonnes and will only be available for collection on Tuesday 6th August from 3pm until the site is closed at 5.00pm. If any of your purchases exceed 1.8 tonnes or 2.23 tonnes you will need to arrange your own lifting equipment.

Special Note: All vehicles will be sold WITHOUT registration. Plates will be REMOVED prior to collection.

Payment will only be accepted from, and delivery given to the Purchaser, of the lots at the auction sale. Any transfer of lots between buyers can only occur after the lots have been removed from the site by the Purchaser at the auction sale.



First Right of Refusal

During the sale, we may offer the highest bidder the "first right of refusal" over similar lots. For example, if there are ten identical units, the highest bidder on the first unit may choose to take one or all ten at the initial hammer price. Live simulcast bidders – watch the chat box to find out more. If the highest bidder chooses to take multiple lots, they will be sold to the highest bidder and will not be offered individually.

Mixed Lots:

Any buyer who purchases a mixed lot, a scrap lot, an "allowance for items," or "contents," is responsible for the removal of all items within the scope of that lot. Any remaining items left onsite will be disposed of at the expense of the buyer.

RISK KEY CODE

Purchasers are required to carefully assess all risks associated with the operation of the asset in line with but not limited to, the following schedule of identifiable hazards:

but not	illilited to, the following schedule of identifiable flazards.
Risk	
Codo	Hazard Advice / Action Required

0 No Apparent Hazards

Should only be used as per manufacturers specifications

1 Manuals & Service History

• There are no manuals or instructions available

There is no service history or maintenance records

2 Electrical Items

- Requires testing prior to use
- All leads and adaptors should be tested by an accredited tester or electrician for faults and tagged in accordance with AS/NZS 3760 and AS/NZS 3000
- Power must be isolated during cleaning or servicing

Must only be used with an earth leakage circuit breaker

3 Safety Apparel

- Ear protection must be worn during operation; and/or
- Face protection must be worn during operation; and/or
- Eye protection must be worn during operation; and/or
- Hand protection must be worn during operation; and/or

Foot protection must be worn during operation; and/or

4 Clothing

Appropriate clothing must be worn by the operator

Loose fitting clothing must not be worn



Risk Code Hazard Advice / Action Required

5 Safety Guards

Safety guards are fitted which must not be removed as detailed in AS 4024

6 Safety Guards

Safety guards are missing

Should not be operated until safety guards which meet with the manufacturers' standards are fitted

7 Manual Handling

- Care must be taken when lifting heavy items
- Item containing glass or other fragile components must be carefully transported
- Be careful when removing items attached to walls in case they fall

Secure all moving and removable parts prior to transporting items

8 Damaged Items

Item is damaged as will be offered for sale as scrap only

9 Noise

Must have the sound pressure level tested prior to commissioning and if over 85db(A) or if the impact noise is greater than 140db(A), then signage warning the users to wear hearing protection must be attached

10 Fire Fighting Equipment

- An accredited contractor must inspect and allocate a date tag in accordance with AS 1851-2005 Sect. 15 & 16 (6 monthly) and assess to AS 4655 (annually)
- Fire extinguishers Clearly visible signs of both the fire extinguisher icon and fire extinguisher type must be installed above the fire extinguisher in accordance with AS 2444
- All fire extinguishers must be mounted not less than 100mm from the ground and not higher than 1200mm for the floor as detailed in AS 2444
- Once installed, all fire extinguishers should made easily accessible and cleared of any obstacles

Staff must be trained to use fire protection equipment in accordance with AS3745 and OH & S Chapter 4

11 Paper Shredders

The operator must not place hands close to shredding blades



Risk Code Hazard Advice / Action Required

12 First Aid and Safety Equipment

- All contents to first aid kits / boxes / cabinets must be carefully checked and any expired stock must be disposed
- Once installed, a clearly visible sign of the first aid icon (green cross) must be installed above the first aid station

All safety apparatus should be tested for relevant compliance prior to use or installation.

13 Decommission & Removal

Requires a licensed tradesman or technician for decommissioning and re-installation

14 Calibrated Equipment

Must be re-calibrated by a certified contractor prior to use

15 Contaminates

Must be carefully checked and cleaned of contaminates from prior use

16 Equipment Under Pressure

Must be certified by an accredited contractor in accordance with AS/NZS 3788 (biannually) and once relocated and installed, a certificate of currency must be displayed nearby

17 Forklifts & Attachments

- Where applicable, the operator must have a certificate of competency as per WorkCover regulations
- If ride-on, must be fitted with roll over protection
- If to be used on roads or public traffic areas, must be registered (NSW Conditional)
- Only attachments designed to be used with this model of forklift should be used

The advised safe working load of all lifting attachments must not be exceeded

18 Pneumatic Tools

Must be carefully inspected prior to deployment

19 Lifting Equipment

Must be used only in line with manufacturers specifications

The advised safe working loads must not be exceeded

20 Hydraulic Tools

Must be carefully inspected prior to deployment



Risk Code Hazard Advice / Action Required

21 Gas Cylinders

- Must be adequately secured by chain and/or with warning signage
- Must have a valid date stamp

Must not be transported in an enclosed vehicle

22 Explosives

Fastening charges must only be used as detailed in the Dangerous Goods Act 1975

23 Equipment Used at Heights

Must be only be used in accordance with the manufacturers' specifications

24 Dangerous Goods

If classified as such under the NSW Dangerous Goods Act, Australian Dangerous Goods Code must be stored in accordance with that Act and Code

25 Ventilation & Extraction

Adequate equipment must be used with this item

This item must only be used in an area with adequate ventilation

26 Registration

 All mobile plant if to be used on roads or public traffic areas, must be appropriately registered

All mobile plant must be roadworthy in addition to the above i.e. all warning lights and signals must be working

27 Professional Competency

Must only be utilized by a skilled operator

28 Machinery Space

Plant must have adequate workspace surrounding it when commissioned to allow for loading and unloading of work pieces and materials and the safe working space for operators

29 Conveyors

Must comply with AS 1755 regarding design, construction, installation, and operations

30 Pipelines & Ducts

Signs indicating the contents of pipelines must be installed in accordance with AS 1345

31 Licensing

Only appropriately licensed personnel must operate