

Numeric Number Plate Auction

Monday 2 May – Monday 9 May 2016

Special conditions of sale and information specific to the auction sale

Please Note - Bidders are referred to the respective Conditions of Sale at www.graysonline.com/ and the Department of Planning, Transport and Infrastructure (DPTI) Number Plate Agreement in this publication.

If any item of these Special Conditions is in conflict with the general Terms of Conditions of Sale of the terms below shall take precedence.

General

1. Bidders must be registered in order to place a bid. Bidders can register online at www.graysonline.com/
2. Buyers will be required to complete and submit a Number Plate Agreement form (available from Service SA) **before plates are manufactured**. Plates take approximately 10 working days **from receipt of the Number Plate Agreement form** to be made and delivered to the nominated centre for collection.
3. Plates are available in various sizes. Buyers must outline what size they prefer on the Number Plate Agreement form before plates can be manufactured. Available sizes are listed on the www.ezyplates.sa.gov.au and www.graysonline.com/ websites.
4. Buyers must submit the Number Plate Agreement form (in the same name as the vehicle) by Friday 17 June 2016. If paperwork is not completed by this date the agreement will be completed in the name of the bidder or as printed on the receipt. Any future transfers would incur a transfer fee.
5. Plates bought at auction, can only be collected from a Service SA centre once allocated to a registered vehicle.
6. Buyers must provide the following information to Service SA when collecting the number plates:
 - a) Licence number
 - b) Present plate number of vehicle that the plate will be allocated to
 - c) Vehicle make
 - d) Vehicle body type
 - e) Vin/engine number
 - f) Year of manufacture
 - g) Expiry date of registration
7. Buyers must provide the following information to Graysonline upon completion of the auction:
 - a) Name
 - b) Address
 - c) Drivers licence number
 - d) Date of birth
 - e) Phone number
8. Plates have a ten year warranty.
9. Numeric plates are metal embossed with white figures on a black background.

Payment

1. Payments must be made in full to Graysonline no later than Monday 16 May 2016. Once buyers have paid in full, Graysonline will issue a receipt.
2. Buyers will be contacted in writing by Service SA from Friday 27 May 2016. A copy of the Number Plate Agreement form will be included with this letter. Once this letter has been

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received the buyer can attend any Service SA centre to arrange ordering and issue of plates. Please note that contact may be delayed depending on unforeseen circumstances such as late payment.

3. A buyer's premium of 10%, payable by the purchaser, will be charged on each plate sold.
4. GST is not payable on Plates or Plate Agreements.

Auction conditions of sale

1. Bids will be received only from bidders who have fully and correctly completed the Bidders Registration form online with Graysonline. Bids accepted from bidders who have not properly completed the bidders registration form or have entered false or misleading information may have their offer for any lot rejected (including at any time after the sale) and the lot put up again or resold to others in accordance with the Terms and Conditions of Sale contained herein.
2. The submission of a bid by a bidder at a sale or online shall be deemed to be an acknowledgement by the bidder that they have read, understood, and fully accepted the Terms and Conditions of sale without reservation.
3. The highest bidder shall be the purchaser.
4. Bids will not be accepted by the Vendor, the Vendor's agent or the Auctioneer on any lot or lots offered.
5. The Auctioneer may without giving any reason therefore, refuse to accept the bid of any person or persons and may decline the offer for any lot or withdraw any lots from the sale.
6. Buyers must follow the payment terms and conditions outlined in this document. If you have any special payment requirements, these must be authorised with the Auctioneer prior to the auction. The Auctioneer reserves the right to ask for a deposit.
7. No allowances or refunds will be made, nor will any buyer be permitted to reject any lot on the grounds that it is not correctly described in the catalogue, the said lots are to be taken with all faults (if any) and will be at the buyers risk at the close of the auction.
8. No allowances or refunds will be made for change of mind or incorrect bids.
9. Bids will not be accepted at the conclusion of the auction.
10. Number plates will be issued to buyers only when payment has been made in full with Graysonline. Please note that terms and conditions apply to delivery of the plates, please see the DPTI Number Plate Agreement for details.
11. Upon any purchaser failing to comply with any of the above conditions, all monies received in part payment shall be absolutely forfeited to the vendor, and all lots un-cleared may be re-sold by Public Auction or Private Contract, and the deficiency (if any) on such re-sale, together with all costs and charges attending, shall be made good by the defaulter at the sale.

DPTI Number Plate Agreement

THIS AGREEMENT is made between the Registrar of Motor Vehicles whose office is situated at 77 Grenfell Street, Adelaide in the State of South Australia ("the Registrar") and the person named in Item 2 of the attached Schedule ("the Purchaser" together with his or her heirs, executors and assigns).

WHEREBY IT IS AGREED AS FOLLOWS -

1. In this Agreement unless the context otherwise requires - "Class Specific" means relating to a single class of Number Plate and as specified in Item 3 of the Schedule.

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“Number” means the number specified in Item 1 of the Schedule and as defined under section 5 of the *Motor Vehicles Act 1959*;

“Number Plate” means a plate conforming to the specification and design prescribed for number plates of a class established under section 47a of the Act and specified in Item 3 of the Schedule and bearing the Number;

“Purchase Price” means the sum specified in Item 4 of the Schedule;

“the Act” means the *Motor Vehicles Act 1959* and the Regulations thereunder, both as amended from time to time, and includes any statutory modification or re enactment thereof;

“the Schedule” means the Schedule to this Agreement;

“Transfer Fee” means the sum specified in Item 5 of the Schedule and as may be adjusted in accordance with the Consumer Price Index over time.

Words importing the singular include the plural and vice versa.

2. The Registrar shall grant to the Purchaser an exclusive right to display and use of the Number attached to the Class Specific Number Plate, subject to the provisions of the Act and this Agreement.
 - 2.1 No property in the right specified under this Agreement shall pass to the Purchaser until:
 - 2.1.1 The full Purchase Price has been received by the Registrar.
 - 2.1.2 The full Purchase Price is received within 14 days of the date of this Agreement.
 - 2.2 In the event that Clause 2.1 is not complied with, this Agreement shall terminate and any right of the Purchaser then subsisting shall be extinguished.
3. The Registrar shall -
 - 3.1 Subject to receipt of the Purchase Price in full, neither allot nor assign the Number attached to the Class Specific Number Plate, to any vehicle other than upon and in accordance with an application of the Purchaser made in accordance with Clause 3.2.
 - 3.2 Upon receipt from the Purchaser of an application for allotment of the Number attached to the Class Specific Number Plate to a vehicle registered or to be registered under the Act in the name of the Purchaser, in the form prescribed by the Registrar, together with such fees the Registrar may from time to time prescribe, allot the Number attached to the Class Specific Number Plate to a motor vehicle, motorcycle, caravan or trailer in lieu of any number allotted to that vehicle pursuant to Section 46 (1) of the Act.
 - 3.3 Permit the purchaser to attach Number Plates to that vehicle in accordance with the Act.
 - 3.4 Apply the Purchase Price received in payment of any stamp duty payable on this Agreement.
 - 3.5 Upon receipt of an application form, as prescribed from time to time by the Registrar, whereby the Purchaser declares that a Number Plate has been lost or destroyed or upon surrender by the Purchaser of a damaged or dilapidated Number Plate, replace such Number Plate.
 - 3.6 Such replacement of a Number Plate will be with a Number Plate of similar construction to the extent which is reasonably practicable.

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- 3.7 All costs incurred by the Registrar in connection with the replacement of any Number Plate shall be borne by the Purchaser and become immediately due and payable upon demand of the Registrar.
4. If a vehicle to which the Number attached to the Class Specific Number Plate has been allotted ceases to be registered in the name of the Purchaser, the Purchaser shall remove the Number Plates from that vehicle pending further application in accordance with Clause 3.2.
 - 4.1 In the event of non-compliance with Clause 4, the Registrar may terminate this Agreement and the rights granted to the Purchaser.
5. Following the initial purchase of the right to display from the Registrar, in accordance with clause 2, the purchaser acknowledges that further sale of the right to display the number plate does not imply that the Registrar undergo or acts as agent in such a sale or that the purchaser has the right to display the number plate on any vehicle upon sale.
6. The rights of the Purchaser may be assigned only upon:
 - 6.1 Payment to the Registrar of the Transfer Fee specified in Item 5 of the Schedule as may be adjusted in accordance with the Consumer Price Index over time; and
 - 6.2 Execution by the Purchaser and the assignee of the Purchaser of such instrument as the Registrar shall from time to time prescribe.