MACHINES4U AUCTIONS

Auction Buyer Terms and Conditions

Last updated: October 2026 · go.machines4u.com.au/auction-terms-and-conditions

These Auction Terms and Conditions ("**Auction Terms**") apply to all users who bid on or buy an item through an online auction facilitated by the Machines4U platform (the "**Platform**") ("**Buyers**", "**you**", "**your**").

By placing a bid or buying an item, you agree to be bound by these Auction Terms, together with our **Website Terms of Use** (available at https://www.machines4u.com.au/lpm/terms-and-conditions/) which are incorporated into these Auction Terms by reference (together, the "**Terms**"). Please note the Website Terms of Use contain important provisions regarding warranties, liability and other obligations. These Auction Terms are in addition to, and do not replace, those provisions. If you do not agree to the Terms, you must not participate in any auction.

We may amend these Auction Terms at any time by posting the amended terms on our site.

1. Platform only

1.1 Machines4U provides the Platform as an online venue that enables Sellers to list items and Buyers to view listings and place bids.

1.2 All auctions and resulting sales are entered into directly between Buyers and Sellers. Machines4U is not a party to any contract of sale and has no responsibility for the performance of any Buyer or Seller obligations.

1.3 All goods are listed by third-party sellers ("**Sellers**"). Machines4U does not independently verify listing information and makes no representations or warranties as to its accuracy. You acknowledge that Machines4U is not responsible for the condition, quality, authenticity, or legality of any item listed by a Seller.

2. Eligibility

2.1 To bid in an auction, you must:

(a) register for and maintain an active account with Machines4U;

(b) provide accurate identification;

(c) be 18 years old or older; and

(d) be an Australian citizen, permanent resident or visa holder.

3. Verifying your identity document

3.1 **Identity verification:** You acknowledge and agree that we will carry out certain identity checks prior to you participating in any auction in order to confirm that you are an authentic bidder. You agree that we may verify your identity document(s) in accordance with this clause 3.

3.2 **Authorisation to conduct identity verification:** By participating in the identity document verification process via the Platform, you agree that we may submit identity verification requests (which includes the provision of your personal information) to:

(a) Commonwealth of Australia, acting and represented by the Department of Home Affairs, which operates the Document Verification Service.

(b) Related Bodies Corporate of the entity listed above, who will use your personal information to perform identity verification services and will otherwise handle your personal information in accordance with their own privacy policies.

3.3 **FrankieOne:** You acknowledge and agree that we may utilise our identity verification partner Frankie Financial Pty Ltd (ABN 61 623 506 892) (FrankieOne) to assist with the identity verification process, and that FrankieOne, and its Related Bodies Corporate, may directly liaise with the Commonwealth of Australia, acting and represented by the Department of Home Affairs, which operates the Document Verification Service to facilitate the identity verification process, including handling and distributing your personal information to these entities for this purpose.

3.4 **Identity document verification requirements:** Where you participate in the identity verification process, you represent and warrant that:

(a) you are submitting your own details;

(b) you are acting in your own capacity, and not on behalf of another person;

(c) you are authorised to provide your identification information to us;

(d) the information you provide is accurate, correct and up-to-date; and

(e) you have read and accept Annexure B – Identification information FAQ.

Further, you acknowledge and agree that in order to identify yourself, you will need to provide the type of identity documentation specified by us from time to time, such as an Australian passport or Australian driver's licence.

3.5 **Purpose for which the information is sought and used:** During the identity verification process, we will request personal information from you, including your name, residential address, date of birth and information about your identification documents. You acknowledge and agree that:

(a) the personal information you provide to us will be used by us for the purpose of seeking to verify your identity, which may include making an Information Match Request in relation to relevant Official Record Holder Information, and will be handled in accordance with our Privacy Policy;

(b) the Information Match Request, the Information Match Result and other Information Match Data, and our access to and use of the Document Verification Service, may involve use of third-party systems and services; and

(c) The name you supply may be provided to the counterparty to the auction.

Defined terms used in this clause that are not otherwise defined in this document have the meaning given to them in the Document Verification Service Business User Participation Agreement.

3.6 **Additional information:** We may request additional information or documentation from you that is reasonably needed to verify your identity document. Where you fail to provide such information or documentation in a timely manner, we may refuse to provide you with access to the Platform.

3.7 **Failure to verify before commencing use of the Platform:** You acknowledge and agree that you will be required to complete the identity document verification process before being able to participate in an auction.

4. Bidding

4.1 Auctions on the Platform are conducted as timed online auctions with a specified start date and end time.

4.2 Bids placed near the auction close may trigger an automatic extension of the auction end time. The duration of the applicable extension period will be displayed in the auction listing. The auction will only end once the final extension period expires without any new bids.

4.3 Each auction may be subject to a reserve price set by the Seller. Subject to any reserve price being met, the highest valid bid at the auction end time (including any automatic extensions) will be the winning bid.

4.4 All bids placed on the Platform are binding and cannot be withdrawn. By placing a bid, you are obligated to complete the transaction, including payment of the purchase price and any other charges, if you are the winning bidder.

4.5 When the auction closes and a winning bid has been determined, the Seller and the winning bidder enter into a binding contract of sale, and both parties are obligated to complete the transaction. Unless the winning bidder and Seller separately agree otherwise, the default terms of that contract are set out in Annexure A.

4.6 All items are sold 'as is, where is', subject to applicable laws. The Buyer accepts full responsibility for satisfying themselves of the suitability and quality of items before bidding. Buyers are encouraged to conduct their own inspections and due diligence before bidding. No returns or refunds will be accepted, subject to applicable laws.

4.7 The Platform may offer an automatic bidding functionality. If you set a maximum bid, the Platform will automatically place bids on your behalf in increments up to the maximum amount. If you are the highest bidder, you are obligated to complete the transaction.

4.8 You must not place bids for the purpose of artificially increasing or otherwise manipulating the bidding process or the bid price; or register, bid or purchase items under a false name.

5. Passed-in Lots

5.1 Where an auction closes without the reserve price being met or the item otherwise remains unsold, Machines4U may notify unsuccessful bidders and facilitate post-auction negotiations between one or more bidders and the Seller.

5.2 If the Seller and a bidder agree to proceed with a sale, that sale will be subject to these Auction Terms as though the bidder had submitted the winning bid at auction, including payment of any applicable Buyer's Premium and compliance with all payment, collection, and other obligations under these Auction Terms.

5.3 The payment arrangements in clause 7 apply to any sale under this clause 4, and Machines4U may retain any Seller Fee or amounts otherwise payable to Machines4U.

5.4 Machines4U is not a party to any resulting contract of sale between the Seller and Buyer.

6. Enquiries

6.1 Machines4U may assist Buyers by facilitating enquiries about items listed. Any information provided by Machines4U staff is based on information provided by the Seller and for general informational purposes and should not be relied on as advice. Buyers are responsible for conducting their own inspections and due diligence before bidding.

7. Payment

7.1 **Additional charges:** Machines4U may charge a buyer's premium, which is an additional fee payable to Machines4U by the winning bidder on top of the auction purchase price (**Buyer's Premium**). Unless otherwise stated, all prices are exclusive of GST, which will be added if payable. No shipping costs are included in the auction price, and the Buyer is responsible for arranging and paying for collection of the item.

7.2 Any delivery or shipping arrangements are agreed directly between the Buyer and the Seller, unless otherwise agreed with Machines4U. Machines4U may facilitate the payment of any delivery costs on behalf of the Buyer or Seller, but does not provide shipping services and has no responsibility or liability for delivery or transport.

7.3 If you are the winning bidder, an invoice will be issued to you by Machines4U on the Seller's behalf, and full payment of the purchase price, any applicable Buyer's Premium, any GST payable, and other additional charges must be made in accordance with that invoice within 48 hours of the auction close.

7.4 Except for the Buyer's Premium payable to Machines4U, the Buyer acknowledges that the purchase price is payable to the Seller on the Seller's instructions, and that Machines4U may issue invoices to the Buyer and collect payment on the Seller's behalf.

7.5 Machines4U may, at its discretion, agree to accept a partial deposit which must be paid within 48 hours of the auction close, with the balance payable by a later date specified by Machines4U. Any such agreement must be approved and confirmed in writing by Machines4U.

7.6 Failure to make payment within the required timeframe may result in cancellation of the sale, forfeiture of any deposit, suspension or termination of your account, and liability for any losses incurred by the Seller or Machines4U.

7.7 **GST and tax invoices:** For GST purposes only, where the Seller is registered for GST and the supply of the item is a taxable supply, Machines4U is treated as making the supply of the item to the Buyer under Subdivision 153-B of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (the **GST Act**), and will issue to the Buyer in its own name, but as intermediary for the Seller, a tax invoice and any adjustment note for the purchase price of the item. This applies for GST purposes only. At all times, Machines4U is not a party to the contract of sale between the Seller and the Buyer and the provision of a Tax Invoice does not affect ownership of the item, or legal and beneficial title to the item which passes directly from the Seller to the Buyer.

8. Collection, risk and title

8.1 Upon the auction closing, the item is at the Buyer's risk. Machines4U and the Seller are not responsible for any loss, damage or delay once the auction has ended, and it is recommended you arrange insurance when the auction closes.

8.2 The Buyer will not be entitled to collect the item until all fees have been paid.

8.3 The Buyer is responsible for arranging and paying for collection of the item.

8.4 Some items listed for sale may be subject to a financial interest, charge, or other encumbrance (including but not limited to money owing under a finance, lease, or hire purchase agreement). The removal of an encumbrance may take up to 10 business days to be processed and recorded by the relevant financier or third party.

9. Suspension

9.1 Machines4U may suspend or terminate your account or your ability to participate in auctions if you breach these Terms or the Website Terms of Use. Suspension or restriction of your account does not affect any obligations you have as a winning bidder.

9.2 Machines4U may take reasonable steps to protect the integrity of the Platform, including cancelling bids or auctions where misconduct or system error is suspected.

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ANNEXURE A

Default Terms of Sale

These default terms are provided as a general guide only, not legal advice. Machines4U is not a party to the transaction and is not responsible for the accuracy, suitability, or completeness of these terms. Buyers and Sellers should obtain independent legal advice if required.

Default Terms of Sale

1. The Seller warrants that it has the right to sell the item, and it will be transferred to the Buyer free from any encumbrance or charge.
2. The Seller agrees to sell, and the Buyer agrees to buy, the item at the winning auction price and on the terms set out in the listing.
3. The Seller must provide the item in substantially the same condition as described in the listing and as at the time the auction closed.
4. Risk of loss or damage passes to the Buyer upon auction close. The Buyer must pay the purchase price in full before collecting the item. The Buyer is responsible for arranging and paying for collection of the item.
5. Any additional or revised terms separately agreed between the Buyer and Seller prevail over these default terms.

ANNEXURE B

Identification information FAQ

QUESTION	ANSWER
How does Machines4u use the Document Verification Service?	The Document Verification Service ("DVS") is operated by the Australian Government. Machines4u uses the DVS to check whether the biographic information on your identity document (Australian Passport or Australian Driver's Licence) matches the original record.
What legal obligations does Machines4u have in relation to the collection of my identity document information?	Machines4u will use your identity document information (e.g. Australian passport or driver's licence) to verify that you have supplied a valid identity document. Machines4u will handle your personal information in accordance with our Privacy Policy, and the *Privacy Act 1988* (Cth).
What rights do I have in relation to the collection of the identification information?	You have the right to access or correct personal information that Machines4u holds about you. For more information, please refer to the Office of the Australian Information Commissioner website: https://www.oaic.gov.au/privacy/your-privacy-rights/your-personal-information You also have the right not to provide identity document information to Machines4u (see below).
What happens if I do not consent to providing my identification information to Machines4u?	You do not have to provide identification information to Machines4u. However, you will not be able to use the Platform. You will still be able to use other products and services offered by Machines4u (subject to the terms and conditions of the relevant product or service).
Where can I get information about making a complaint in relation to the collection, use and disclosure of my identification information?	If you require further information, or wish to lodge a complaint in relation to the collection or handling of your identification information, please contact us. You may also lodge a complaint with the Office of the Australian Information Commissioner (OAIC) about how we have handled your personal information. Please refer to https://www.oaic.gov.au/ for more information.
Where can I get information about the operation and management of the DVS Hub by the Framework Administrator?	The Document Verification Service (DVS) is managed by the Attorney-General's Department, on behalf of the Commonwealth of Australia. For more information, please refer to: https://www.idmatch.gov.au/.