



# O'MARAS



VALUERS & AUCTIONEERS

## AUCTION CATALOGUE

Wednesday 5th August 2009

**Café & Cake Shop  
Closing Down Auction  
12:00 NOON**

66 Princes Highway, Dapto NSW

**Inspection:** Morning of Sale from 8am – 12 noon

**Terms of Sale:** A Buyers Premium of **15%** will be added to all lots sold. **25%** cash deposit required on the fall of the hammer unless prior arrangements are made with the auctioneer.  
This sale is GST inclusive.

**ALL GOODS MUST BE PAID FOR IN FULL & REMOVED BY 12 NOON Thursday 6th August**



**www.omaras.com.au**  
**02 9555 7000**



**TERMS AND CONDITIONS OF SALE**

1. The Vendor has the right to bid.
  - 1.1. Subject to the above, the highest bidder at an Auction is the Purchaser, and in the event of any dispute arising the lot will be put up again and the Auctioneer's decision will be final.
  - 1.2. Terms are strictly cash or bank cheque before delivery.
  - 1.3. Where applicable, the Purchaser must pay GST. The Auctioneer will announce whether the sale/or particular lots are sold GST inclusive, GST exclusive or GST free.
  - 1.4. The Purchaser agrees to pay any buyers premium or processing charge which may be applicable.
2. Unless the Auctioneer specifically states otherwise:
  - 2.1. Each bid must be at least twenty five percent in advance of the previous one; and
  - 2.2. No party is allowed to retract his or her bid after making it.
3. The Auctioneer may accept or refuse any bid or bids without having to state his/her reasons.
4. Prior to bidding the Purchaser must complete a Bidder's Registration form and provide:
  - 4.1. his or her name and place of abode;
  - 4.2. if the Auctioneer requires, must immediately pay down twenty-five cents in the dollar in part payment purchase money; If the Purchaser fails to do the above the Auctioneer may in his/her absolute discretion immediately put the lot or lots purchased up again for re-auction.
5. The Auctioneer assumes that the Purchaser is the Principal.
6. The Purchaser and the Vendor authorise the Auctioneer and/or the Auctioneer's clerk to sign the Sale Book on their behalf. The Sale Book and these conditions, except as otherwise provided by State or Federal law, constitute the whole contract between the Vendor and the Purchaser.
7. On the fall of the hammer:
  - 7.1. each lot shall be at the Purchaser's risk and expense; and
  - 7.2. except as detailed elsewhere in the contract, each lot must be paid for by cash or bank cheque immediately on completion of the sale, and prior to delivery. If delivery is made or possession is obtained by the Purchaser or his/her representative prior to the payment of the purchase money, then the property of the lot does not pass to the Purchaser until payment in full of the purchase money or the clearing of any cheque given on account of same.
  - 7.3. All security is at the purchasers volition
  - 7.4. The Purchaser is required to effect all/any insurances at his/her expense
8. Except as otherwise provided by state or federal law, no condition or warranty is given or implied by the Auctioneer with any lot offered. As all lots have been available for inspection prior to commencement of sale, the Auctioneer assumes the Purchaser has inspected the goods and all goods sold with any faults. Except as otherwise provided by state or federal law, the Auctioneer will make no compensation in respect of fault or error of description of any lot sold.
9. Any statement as to the quantity is approximate only and is as represented to the Auctioneer. The Auctioneer gives no warranty that the quantities as stated are correct. In addition to any other rights the Purchaser may have compensation for shortages in quantity shall be given if demanded in writing before delivery of the goods. If any dispute as to compensation arises, the dispute shall be settled by an arbitrator who shall be somebody mutually agreed upon by both parties.
10. To prevent inaccuracy in delivery and inconvenience in the settlement of purchases, the Purchaser may not remove any lot during the sale. However the Purchaser must remove all lots purchased within one (1) day of the completion of the sale or as specified at the time of sale.
11. If any Purchaser fails to comply with any of these conditions or if any cheque given on account of his/her purchase is dishonoured, any moneys which the Purchaser has paid to the Auctioneer on account of his/her purchase or purchases is absolutely forfeited to the Vendor. In this event, the Vendor and/or the Auctioneer is at liberty to sue the Purchaser for damages, or at their option to resell the lot in any manner and upon such terms and conditions as they think proper.
12. All losses and expenses incurred by the Vendor and/or the Auctioneer resulting from any resale pursuant to clause 11 and all damages which the Vendor and/or the Auctioneer may sustain are recoverable from the Purchaser as liquidated damages. The Vendor and/or the Auctioneer is not obliged to give any notice of a resale. Without limiting the generality of the foregoing, the Auctioneer is entitled in the event of a resale to:
  - 12.1. The amount of any commission and buyer's premium lost on a purchase as a result of the purchaser not proceeding with the purchase
  - 12.2. The cost of advertising in respect of any such purchase
  - 12.3. Any other costs incurred in such resale.
13. The Purchaser is deemed to have waived or abandoned any claim under these conditions unless the claim is made at or before the time the goods leave the premises.
14. No servant or agent of the Auctioneer is authorised to waive, add to or vary these terms and conditions without written authority of the Company Secretary or The Managing Director.
15. All members of the public, including Purchasers, enter these premises entirely at their own risk. Purchasers and members of the public are warned that dangerous machinery, chemicals or other dangerous items and features may be on these premises. Everyone entering these premises should be careful.
16. Purchasers of any lot indemnify the Auctioneer, the Vendor and the Owner of the premises against any damage whatsoever caused by the purchaser or his/her servants during removal of goods.
17. Items may be withdrawn from Auction without any prior notice and the Auctioneer is not liable for any loss or compensation whether consequential or otherwise.
18. The purchaser recognises that there may be software installed on computer equipment and that use of such software, without license may infringe the rights of the software owner. Prospective purchasers should consider terms & conditions contained in licensing agreements before purchase. The purchaser expressly undertakes to be bound by the terms & conditions of the license for any software which may be installed on computer equipment purchased at auction. Purchasers indemnify the vendor and the Auctioneer against any legal action or claim by the software owner.

# Information for Buyers

## Buyer's Premium

A Buyer's Premium of 15% will be added to the price of each lot sold.  
E.g. bid \$100.00, invoice will be \$115.00 inclusive of GST.

## Payment

Full Payment is due the day of the auction.

Payment is by Cash, Bank cheque, EFTPOS or Credit card (Visa, MasterCard). The following charges apply - EFTPOS \$5.00 per transaction; Credit Cards \$15.00 per \$1,000.00 or **part thereof**

*Please Note: Personal or Company Cheques will not be accepted*

## BANK DETAILS FOR DIRECT DEPOSITS

Bank: Westpac; Account Name: O'Mara's; BSB: 032102; Account No.: 470 798

## Collection

**All goods must be paid for in full by the THURSDAY following the auction**

Goods cannot be collected until paid for in full. Goods may NOT be collected until after the auction is completed. Collection is available until 4pm the Wednesday following the auction (No Exceptions)

**DEADLINE FOR PICK UP IS 4pm THURSDAY**

A storage fee for each item of \$10.00 per day will apply after this.

## Pick-Ups

We will assist where possible; however it is the buyer's responsibility to arrange labour & transport.

## Insurance

All items are at the purchaser's risk and expense on the fall of the hammer – you must effect your own insurance.

## Note

All sales are final. No refunds. No warranty (unless otherwise specified)

### Sydney In Rooms Sales

Monday 17<sup>th</sup> August

Monday 31<sup>st</sup> August

Monday 14<sup>th</sup> September

### Online Auctions

Wine

Computers/IT

Home Wares

***www.omaras.com.au***

# O ' M A R A S

## VALUERS & AUCTIONEERS

### Dapto 05/08/09

Wednesday 5 August 2009

Commencing at 12:00 pm

*Number System applies*

*Intending Bidders please register at the office*

*A 15.00% Buyers Premium applies to all purchases*

*GST of 10% will be included in the final bid for all items marked (GST)*

Lot	Description	Lot	Description
1	6 Cafe Table Approx 750 X 750 Timber slat top (GST)	23	Sharp Model Up700 Point Of Sale Cash Register Terminal With Epson Slip printer (GST)
2	4 Cafe Table Approx. 900x 900 on 4 star aluminium base (GST)	23a	Electric Scales 30kg (GST)
3	32 Cafe Armchair Stacking Aluminium Frame, Timber slat (GST)	24	Model Ergo 300a 125cg Curved Glass Cold Display Unit Self Contained, Approx. 1250mm long (GST)
3a	13 Timber Table Rectangular With Black Metal Base (GST)	24a	Bromic 9 Tub Ice Cream Freezer (GST)
3b	30 Wooden Chair (GST)	25	Roband 10 Pot Wet Bain Marie Curved Glass, Warming Lights On Stainless Steel Mobile Stand Approx. 1680mm (GST)
4	Fed Cake Display Carousel Type, Self Contained On castors (GST)	26	Commercial Chest Freezer With Stainless Steel Top Approx. 1800 X 660mm (GST)
5	Quirks Self Contained 3 Glass Door Upright Display Fridge On castors (GST)	27	Coven Model TEC 6 Combi oven (GST)
6	Quirks Self Contained 2 Glass Door Upright Display Fridge On castors (GST)	28	Stainless Steel Freestanding Bench Unit Approx 850 X 900 With Splashback And undershelf (GST)
7	Timber 10 Hole Storage Unit Approx 1900 X 750mm (GST)	28a	Frymaster Gas Deep Fryer (GST)
8	Freestanding Stainless Steel Sink Bench Unit With Undershelf And Splashback, Single Pot Depth And Basin Approx. 3000mm (GST)	29	Goldstein Gas 600mm Griddle toaster (GST)
9	Icematic Model N21s Underbench icemaker (GST)	30	Zanussi 6 Burner Gas Range With Single oven (GST)
10	Spm 2 Flavour Slushee machine (GST)	30a	Zanussi Gas Griddle And Stand (GST)
11	Bonn Model Cm1900t Commercial Microwave Oven 1900W (GST)	31	Frymaster Single Well Gas Deep Fryer With 2 baskets (GST)
12	Roband Contact grill (GST)	32	Frymaster Single Well Gas Deep Fryer With 2 baskets (GST)
14	Woodson Model Wtov5 Commercial toaster 5 slice (GST)	33	Single Bain Marie With Warming light (GST)
15	Roband Model Rhd Single Milkshake Machine With cup (GST)	34	Gas salamander (GST)
16	Woodson Model La1 Single Milkshake Machine (no cup) (GST)	34a	Fire Blanket And Fire Extinguisher (GST)
17	Hamilton Beach Model 1g91605uk Commercial Bar blender (GST)	35	Stainless Steel Overhead Rangehood Approx 3650 X 1000 With 5 Filters And lighting (GST)
18	Austheat Benchtop Pie warmer (GST)	36	4 Stainless Steel Wall Cladding Panels Each Approx 1800 X 1200mm (GST)
18a	Fisher & Paykel Bar Fridge In white (GST)	37	Freestanding Coolroom Approx. 2450 X 2450 With Single Sliding Door, Compressor, And Kirby Twin Fdc unit (GST)
19	La Rocca Express 2 Group Volumetric Espresso machine (GST)	38	3 Bays Coolroom Racking Assorted sizes (GST)
20	Coffee grinder (GST)	39	Single Bay Mantova Coolroom racking (GST)
21	Curved Glass Deli Display Unit Self Contained Approx 2000mm long (GST)	40	Stainless Steel Freestanding Bench Unit Approx. 1500 X 700mm With Undershelf And splashback (GST)
22	Pennant Model Pe Curved Glass Hot Food Display Approx 900mm long (GST)	41	Eurofours Model Rpo4u10-2 Twin Deck Electric Pastry Oven Water Steam Injection On Stainless Steel Stand (GST)
22a	Cash Register Counter (GST)	42	Stainless Steel Mobile Bakers Rack 22 Tray Capacity With 14 trays (GST)
		42a	Ceramic Mop Sink (GST)

Lot	Description	Lot	Description
43	Polaris Self Contained 2 Glass Door Stainless Steel Underbench Refrigerator With Stainless Steel Top Approx. 1400mm long (GST)		
44	Polaris Self Contained 2 Block Door Stainless Steel Underbench Freezer With Stainless Steel Top Approx. 1400mm (GST)		
45	Stainless Steel 2 Tier Overshelf Approx 1400mm (GST)		
46	Freestanding Stainless Steel Bench Unit With Double Sided Twin Undershelves And Six Stainless Steel Doors With Benchtop Can opener (GST)		
47	Stainless Steel Freestanding Sink Unit With Splashback And Under Rack Approx. 1500 X 700 (GST)		
48	Zip Hydroboil Series 2000 Electric Hot Water heater (GST)		
48a	Brice Cutt 9 Food processor (GST)		
49	Stainless Steel Freestanding Bench Unit With Splashback And Undershelf Approx. 2400 X 700 (GST)		
50	Robot Coupe Model CL30 Food Processor With attachments (GST)		
50a	Robot Coupe CL50 Food Cutter includes 2 blades (GST)		
52	Stainless Steel Freestanding Twin Bowl Sink Unit With Under Rack Approx. 1500 X 700 (GST)		
53	Annee De Fabrication Electric Benchtop Meat Slicer 350mm (GST)		
55	Cag Stainless Steel Two Block Door Upright Refrigerator Self contained (GST)		
56	Everest Stainless Steel Two Block Door Self Contained freezer (GST)		
58	Igf Atlas Model 2300-b40p Dough Roller (GST)		
59	Ts-201 Commercial Mixer With 20l Bowl Safety Guard, Beater, Whisk, And Hook Attachments 240v On Stainless Steel stand (GST)		
60	Cep Pizza Group Srl Model Trm53 Spiral Dough Mixer 40l 240V (GST)		
61	Freestanding Stainless Steel Approx 1850 X 950 Bench With splashback (GST)		
62	Roband Kitchen Bain Maree Includes 4x Stainless Steel Pans and Lids (GST)		
63	12 Bird Kitchen Cooker Electric (GST)		
64	Stainless Steel Chip Bin (GST)		
65	Kitchen Utensils (GST)		
66	1 Crate Of Frypans, Skillets Etc. (GST)		
67	Eswood Underbench Dishwasher (GST)		
68	2 Garbage Bins (GST)		
69	3 Red Kitchen Rubber Mats 105 Mt 900 mm (GST)		
70	2 Flower Bins (GST)		