



O'MARAS



VALUERS & AUCTIONEERS

AUCTION CATALOGUE

Tuesday 28th July 2009



12:00 Noon

147 Tongarra Rd ALBION PARK

Inspection: Morning of Sale from 8am

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 WEDNESDAY 29th JULY NO EXCEPTIONS.**



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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 Wednesday 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 Wednesday

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 3rd August

Monday 17th August

Monday 31st August

Online Auctions

Wine

Computers/IT

Home Wares

www.omaras.com.au

O ' M A R A S

VALUERS & AUCTIONEERS

Tongarra Restaurant

Tuesday 28 July 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	7x Assorted Framed & Glazed Prints To wall (GST)	24	96 James Richardson Timber Restaurant Armchair (GST)
2	Polivac Heavy Duty Vacuum Cleaner (GST)	25	15 Restaurant Table Approx. 1100x800mm With Timber Top On Black Single Pedestal Base (GST)
2a	Shure Hand Held Microphone In Box (GST)	26	4 Restaurant Table Approx. 1100x800mm With Timber Top On Chrome Single Pedestal Base (GST)
3	10x Wire Bread Basket & Quantity Of glassware (GST)	27	7 Restaurant Table Timber Top Approx. 800x800mm On Black Single Pedestal Base (GST)
4	Quantity Of White Crockery Including Plates, Bowls, Dishes etc (GST)	28	8 James Richardson Timber Barstool (GST)
5	Chef Statue (GST)	29	Magnificent Timber Verandah Style Bar Comprising Elevated Polished Timber Flooring, 8 Place Timber Bar With Matching Bulkhead & 8 Section Timber & Glass Shelving Unit Approx. 9x4 1/2m (GST)
6	Approx. 50x Round White Dinner Plate 10" (GST)	30	Orford 3 Glass Door Upright Display Fridge Self-Contained On Castors (GST)
7	Approx. 24x Round White Dinner Plate 10 1/2" (GST)	31	14x Assorted Stainless Steel Wine Buckets (GST)
7a	Approx. 7x Round White Dinner Plate 12" (GST)	31a	9x Chrome Wine Bucket Stands (GST)
7b	8x Round White Side Plate 9" (GST)	33	Approx 70 Wine Glasses To 4 Shelves (GST)
8	Approx. 100x Round White Side Plate 6 1/2" (GST)	34	Approx 45 Wine Glasses To 4 Shelves (GST)
9	4x White Teapots & 3x Milk Jugs (GST)	35	Approx 54 Libbey 5 1/2" Glasses To 4 Shelves (GST)
10	Approx. 125 Cork & Timber Placemats (GST)	36	Approx 44 Libbey 5 1/2" Glasses to 4 Shelves (GST)
11	Approx 24x Brass Table Lamps & Shades (GST)	37	Quantity Of Bar Accessories Including Tray, Bottle Openers etc (GST)
12	Approx 25x Pairs White Salt & Pepper Shakers (GST)	38	Breville Optiva Stainless Steel Blender (GST)
13	Wall Mounted Brass Bell (no clapper) (GST)	39	Stainless Steel 3 Glass Door Self Contained Underbench Refrigerator Approx. 2100mm long (GST)
14	Quantity Of Stainless Steel Seafood Cutlery To Tray (GST)	40	Stainless Steel 2 Glass Door Underbench Refrigerator With No Remote Unit (GST)
15	Complete Working Stock Of Matching Stainless Steel Cutlery To Suit 100 Seat Restaurant Including Approximately 320 Assorted Knives, 200 Assorted Forks, 70 Assorted Spoons, 50 Teaspoons etc (GST)	41	Stainless Steel Freestanding Sink Unit, Single Pot Depth Bowl With Splashback Approx. 2400mm Long (GST)
16	TEC Mod FS-1200 Electronic Cash Register & Slip Printer (GST)	42	Washtec Model GM Under Bar Glasswasher S/N 1334 (GST)
17	Quantity Of Menu & Wine List Holders (GST)	43	Quantity Of Assorted Glasses To 5 Trays (GST)
17a	Double Sided Sign - Now Open, With Metal Wheel (GST)	44	Quantity Of Glass Jugs & Carafes To Overstorage Unit (GST)
18	Timber & Laminate Maitre De' Station Approx. 2300x750mm (GST)	45	Rinnai Ice Maker (GST)
19	Timber & Laminate Waiters Station Approx 2100x600mm (GST)	46	Artemis Milkshake Machine. Variable Cup Size (GST)
20	Boema 2 Group Touch Button Espresso Machine (GST)	47	Hamilton Beach (USA) Programmable Bar Blender (GST)
21	Mazzer Mod Miniman Coffee Grinder (GST)		
22	Quantity Of Coffee Cups & Saucers - Assorted Sizes & Styles (GST)		
23	3x Stainless Steel Jug & 2x PVC Coffee Knockers (GST)		

Lot	Description	Lot	Description
48	Pivotelli Type Wall Mounted Television Stand (GST)	88	Stainless Steel 2 Door Underbench Refrigerator With Stainless Steel Top, Milk Well & 2x 2 Tier Overshelves. Approx 2200x800mm (GST)
49	3x Wine Storage Racks In Black Laminate (28 Bottle Capacity) (GST)	89	Goldstein 8 Pot Warming Cabinet (No Pots) With 2 Door Plate Warmer & 2 Tier Overshelf Approx 1500x800mm With 4 Warming Lights (GST)
50	Timber Wine Barrel Display (GST)	90	Stainless Steel 2 Tier Bench/Shelf Unit Wall Mount Approx 3700x220mm (GST)
50a	Stainless Steel Kitchen Trolley 2 Tier (GST)	91	TEAC CD Radio (GST)
50b	Reflex Stainless Steel Dining Cutlery Trolley (GST)	92	TEC Mod SL21 Digital Platform Scale (GST)
51	Contents (loose) Of Cleaners Room Including Buckets, Mops etc (GST)	93	Quantity Of PVC & Aluminium Trays (GST)
52	Washtech Mod. M2 Pass Through Dishwasher (GST)	94	Kenwood Domestic Food Processor (GST)
53	Stainless Steel Single Bowl Sink & Wet Bench Approx. 1700x650mm (GST)	99	Timber & Laminate Waiters Station 4 Door 4 Drawer Approx 2100x600mm (GST)
54	Stainless Steel Outlet Wet Bench Freestanding (GST)	100	Floral Arrangement In Clay Pot (GST)
54a	Stainless Steel Wall Mounted Shelf Unit Approx. 1500x400mm (GST)	101	Brother Fax 8275 (GST)
55	2x Stainless Steel Wall Mounted Shelf Units Each Approx 1400x300mm (GST)	102	5x "Specials" Blackboard Menus (GST)
56	Quantity Of Stainless Steel Kitchen Utensils To bench (GST)	103	Illuminated Open Sign On Chain (GST)
56a	Robot Coupe Blender. As Is. (GST)		
57	5x Assorted Stainless Steel Ladles (GST)		
58	2x No. 10 Aluminium Pots (GST)		
59	3x Aluminium Skillets (GST)		
60	7x Cast Iron Skillets (GST)		
61	16x Assorted Small Pots & Skillets (GST)		
62	Large Chrome/White Clock (GST)		
63	Goldstein Mod SA36 Wall Mounted Gas Salamander (GST)		
64	Quantity Of Cast Iron Pots & Timber Stands (GST)		
65	Quantity of Assorted Items Including Wok, Stainless Steel Lid Sieve etc (GST)		
66	Stainless Steel Pot Rack Wall Mounted Approx 1400mm Long With Stainless Steel Wall Mounted Shelf Approx 800mm Long (GST)		
67	Goldstein Mod RBA 36 3 Burner Gas Chargrill (GST)		
68	Goldstein Combination 6 Burner/Griddle Plate Gas Oven Range (GST)		
69	Goldstein Twin Well Gas Deep Fryer (GST)		
70	Stainless Steel Wall Mounted Single Bowl Sink Unit Approx 2100mm Long (GST)		
71	Quantity Of Assorted Stainless Steel GN Trays (GST)		
72	Stainless Steel Wall Mounted Shelf Approx 1600x300mm (GST)		
73	Stainless Steel Wall Mounted Shelf Approx 1600x300mm (GST)		
74	Stainless Steel Wall Mounted Shelf Unit 900x300mm (GST)		
75	Roband 6 Slice 2/4/6 Variable Popup Toaster (GST)		
76	Twin Pan Benchtop Fryer Electric 10 Amp With Baskets (GST)		
77	Commercial Food Processor (GST)		
80	Quantity Of Coolroom Racking Approx 3 Bays (GST)		
81	First Aid Box (GST)		
82	Stainless Steel Single Bowl Sink, Wall Mounted Approx 900x600mm With Single Bay Coolroom Racking & 2 Small Stainless Steel Shelves (GST)		
83	3 Part Tins Oil With Stainless Steel Riser (GST)		
84	Wall Mounted Paper Towel Dispenser (GST)		
85	Noaw 220mm Electric Slicer (GST)		
86	Electric Soup Kettle (GST)		
87	Roband Foccacia Press 10 Amp (GST)		