



TERMS AND CONDITIONS

These Terms and Conditions (Terms) govern the conduct of auctions by **MANEBID PTY LTD ACN 683 744 658** who is referred to in these Terms and Conditions as “MANEBID” “we”, “us”, “our” and similar grammatical forms. Manebid operates online horse sales and auctions and acts as agent between Vendors and Purchasers. By participating in a Manebid auction, Vendors and Purchasers agree to be bound by these Terms and Conditions.

This website (including any functions, features and componentry) (“**Website**”) is owned and operated by Manebid, and the material on the Website is copyright © 2025 **MANEBID** or other copyright owners.

These Terms and Conditions, which incorporate our Privacy Policy and other documents we reference within these Terms and Conditions, govern your access and use of the Website and the supply of any goods or services ordered by you through the Website.

1. USING WEBSITE AND AUCTIONS

- 1.1 The auction timings are listed on the Website. Users may bid for and purchase Lots through the Website in accordance with these Terms.
- 1.2 Users confirm that they are:
 - (a) at least 18 years old;
 - (b) are legally able to bid on or sell Lots; and
 - (c) will not manipulate bids, disrupt auctions, or misuse the Website.
- 1.3 Manebid will use reasonable efforts to keep the Website and auction services available. The Website and auction software are provided by third parties. Access may be interrupted or have errors. Manebid do not guarantee continuous or secure access and are not liable for loss or inconvenience caused by interruptions or errors.
- 1.4 If a system or software issue affects an auction, Manebid may cancel bids, suspend or cancel an auction or sale, amend an invoice, or elect not to deliver lots.
- 1.5 Prices shown for Manebid Goods or Services on the Website are in Australian dollars and include GST unless stated otherwise. You are responsible for any international or bank fees.
- 1.6 Manebid may suspend or cancel a User’s registration, withdraw lots, refuse bids, or ban a user for breach of these Terms.

2. VENDORS

- 2.1 To offer a Lot for auction, the Vendor must submit a Nomination Form for each Lot through the Website, or by email if agreed by Manebid. Manebid may refuse late or incomplete Nomination Forms.
- 2.2 A properly completed Nomination Form must:
 - (a) be submitted via the Website, or email if otherwise directed by Manebid;
 - (b) include all required fields completed clearly and accurately;



- (c) disclose all characteristics of the Lot required under clause ;
- (d) include photographs and video (optional) of the Lot submitted by upload within the online Nomination Form, or by email as directed by Manebid, and any edits must not misrepresent the Lot. At least one recent photograph that clearly shows the photo date written on paper must be included;
- (e) specify any reserve price (if applicable) noting that the reserve price will be treated as exclusive of GST unless the Vendor is registered for GST and clearly indicates that GST applies; and
- (f) be submitted no later than nine (9) hours before Auction Open.

2.3 Vendors must provide accurate information and promptly answer bidder enquiries, including inspection requests.

2.4 Vendors must provide valid and current photo identification to Manebid upon request for verification purposes.

2.5 The Vendor must disclose in the Nomination any of the following characteristics that apply to the lot:

- (a) windsucker;
- (b) crib biter;
- (c) weaver;
- (d) wobbler;
- (e) cryptorchid;
- (f) undershot or overshot jaw;
- (g) parrot mouth;
- (h) club foot;
- (i) lameness;
- (j) Queensland itch; and
- (k) any other behaviour, vice, injury, condition, education or training matter that would be relevant to a buyer's decision.

2.6 Vendors must make Lots reasonably available for inspection before Auction Close (including inspections by veterinarians, financial advisers or legal representatives). Inspections must be arranged by the Bidder at their own cost

2.7 Vendors submitting nominations for Lots that are Registered with an Association, Society or other body, must comply with its rules and regulations for sales.

2.8 Vendors retaining semen or embryos should include the number retained and whether for Commercial or Private use.

2.9 Sale method Options.

- (a) Upon nomination of a Lot, the Vendor may elect one of the following sale methods, subject to Manebid's discretion:
 - (i) **Timed Auction Only** – the Lot will be offered solely by timed online auction.
 - (ii) **Buy Now and Timed Auction** – the Lot will be listed with a “Buy Now” option until 24 hours prior to Auction Close. If unsold, the Lot will automatically transfer to the Timed Auction.
 - (iii) **Make Offer and Timed Auction** – the Lot will be listed with a “Make Offer” option until 24 hours prior to Auction Close. If unsold, the Lot will automatically transfer to the Timed Auction.
- (b) Once a sale is made under any Sale method, these Terms continue to apply.



(c) Manebid reserves the right to withdraw, amend, or decline to offer a Lot by a chosen method where necessary to preserve the integrity of the auction process.

2.10 Reserve Prices apply only if specified by the Vendor. A reserve may be varied or removed before the fall of the hammer with Manebid's written confirmation.

2.11 Transfer of Registration

(a) The Vendor must provide the Purchaser with all registration papers, certificates and other relevant documentation or information relating to a Lot upon collection of the Lot by the Purchaser.

(b) The Vendor is responsible for arranging and completing all ownership and registration transfers in accordance with the relevant breed association, society or racing body requirements, and must bear any associated transfer or registration costs.

2.12 Classifications of the Lot for rider suitability, education, condition and transport are chosen by the Vendor. The Vendor is responsible for accuracy. Purchasers rely on classifications at their own risk.

2.13 Any price estimates provided are for general guidance only and do not constitute a reserve price. Where displayed, estimates are determined by the Vendor. The Vendor acknowledges that actual sale outcomes may be higher or lower than any estimate. Manebid makes no representation or warranty in relation to the accuracy or reliability of any estimate and accepts no liability for any variance between an estimate and the final sale price.

2.14 Manebid may withdraw lots or deregister a Vendor where information the Vendor has provided is incorrect, misleading or not provided in time.

Vendor Fees & Promotions

2.15 Nomination Fee:

(a) A fee of \$49 per lot is payable on submission;

(b) Manebid may, in its absolute discretion, apply discounted rates or waive the Nomination Fee for multiple Lot listings, promotional events, or in any other circumstances it considers appropriate.

2.16 Promotion Packages:

(a) Vendors may purchase optional Gold, Silver or Bronze packages at the fees published on Manebid's Website.

(b) Each Promotion Package contains specific promotional inclusions (including but not limited to homepage placement, social media posts, and targeted advertising). Manebid will deliver such services in our discretion, timing, and format, provided that reasonable efforts are made to give the Lot exposure consistent with the package description.

(c) The duration of the promotion period is as determined by Manebid in its sole discretion. Vendors may request to extend the promotion period; however, additional costs may be incurred, and any extension remains subject to Manebid's approval.

(d) Fees for Promotion Package may be updated by Manebid at any time with notice. The current applicable fees are as displayed on the Manebid website and apply at the time of nomination.

(e) All Promotion Package fees are payable in advance and are non-refundable, irrespective of whether the Lot sells.



- (f) Manebid retains full editorial control over all promotional content and may decline or amend any materials supplied by the Vendor to maintain brand integrity.
- (g) Manebid do not represent or guarantee any promotional result, including views, enquiries or bids. The Vendor agrees and accepts that results vary. Manebid are not liable for any loss or expectation about promotional performance or the sale outcome.

Payments

- 2.17 Nomination and promotion fees must be paid through the Website link provided at submission of the Nomination Form, or by direct deposit with remittance provided by email. All nomination and promotion fees are not refundable.
- 2.18 If no Promotion Package is purchased, the Lot will appear in the auction and catalogue, however Manebid is not obliged to promote it on social media or elsewhere. Any social posts occur at Manebid's discretion, and Manebid is not obliged to post before Auction Open.
- 2.19 Exclusive sale period.
 - (a) From nomination until 10 business days after Auction Close, Manebid has exclusive rights to advertise and sell the Lot. If the Lot is passed in, it automatically enters the after-sale negotiation program. If the Vendor sells privately during the exclusive period, Manebid's standard commission applies.

3. BIDDER REGISTRATION

- 3.1 Any person or entity wishing to bid on a Lot, the Bidder, must complete and submit a Bidder Registration Form through the Website before Auction Open.
- 3.2 You must provide valid and current photo identification to Manebid upon request for verification purposes.
- 3.3 Manebid may require you provide other verification such as ABN and breeding or racing registrations. Manebid may refuse, suspend or cancel registration if satisfactory identification is not provided.
- 3.4 Manebid reserves the right, acting reasonably and in compliance with all applicable laws, to refuse or reject a Bidder Registration.
- 3.5 Bids from unregistered persons will be declined.

4. INSPECTIONS AND AUCTION TIMING

- 4.1 Bidders may request inspections, veterinary examinations, transport enquiries or other reasonable enquiries through Manebid. The Bidder must allow enough time before Auction Close to arrange an inspection of a Lot. No inspections or enquiries are permitted after Auction Close.
- 4.2 Auction Open and estimated Lot Close times are published on the Website. If a bid is placed within two minutes of Estimated Lot Close, the soft close applies and the Lot will keep extending until two minutes pass without a further bid, after which the lot closes. Manebid may extend or shorten auction timings and will notify changes on the Website and social media.

5. BIDDING

- 5.1 All Lots open for bidding at Auction Open and close in catalogue order.
- 5.2 Bids may only be placed on the Website by registered Bidders.



5.3 By bidding, the Bidder agrees that:

- (a) their bid cannot be withdrawn;
- (b) they can pay the amount bid;
- (c) they have inspected or had the chance to inspect the Lot; and
- (d) they rely on their own enquiries.

5.4 The Lot is sold in an as is, where is condition, subject to all faults, imperfections or defects (latent or patent), and no compensation is payable to the Bidder by Manebid or the Vendor for any such faults, imperfections or defects.

5.5 Manebid do not warrant the quality, condition or suitability of any lot, endorse any vendor or bidder, or verify information supplied about a lot.

5.6 The Auctioneer retains absolute discretion to refuse bids, determine bidding increments, resolve disputes between bidders, and withdraw any lot. The Auctioneer's decision in relation to any such matter is final and binding.

6. PASSED IN AND AFTER-SALE

6.1 A Lot is Passed In if no bid meets or exceeds the reserve, or if there is no bid where no reserve is set.

6.2 If a reserved Lot is Passed In, Manebid will first offer the highest bidder the right to purchase at the reserve. If not accepted, the highest bidder may choose to negotiate with the Vendor through Manebid for a reasonable time.

6.3 If a Lot is not sold, the Vendor grants Manebid an exclusive right for 10 Business Days to sell it by auction or private sale. Standard Manebid Commission applies to after-sales conducted through or facilitated by Manebid.

6.4 If still unsold, the Vendor may sell as they choose, including resubmitting to a future auction.

7. PURCHASER OBLIGATIONS AND PAYMENT

7.1 The highest bid at or above any reserve is the Highest Bid. The Bidder who placed it becomes the Purchaser and has an unconditional agreement to buy under these Terms.

7.2 A buyer's premium applies as published for the auction or Lot. The Purchase Price is the Highest Bid plus buyer's premium.

7.3 The Purchaser must pay the Purchase Price by electronic funds transfer to our trust account immediately after the sale, and no later than 12.00 pm on the day after Auction Close, and email proof of payment.

7.4 Manebid will notify both parties when cleared funds are received.

7.5 Interest accrues on late payments at the RBA cash rate target plus 6 percent per annum until paid.

7.6 The Purchaser must promptly sign documents reasonably required for the sale.

8. COMMISSION AND CHARGES

8.1 Manebid is entitled to commission on the Purchase Price at the rate Manebid publishes for the auction or lot. If no rate is published, the default commission rates are:



Category		Sales Commission/Buyer's Premium (Plus GST)
a.	Horses and/or ponies	8%
b.	Saddlery and/or tack	10%
c.	Floats and/or trailers	6%
d.	Buyer's Premium	10%

8.2 The Vendor is also liable for nomination fees, promotion fees if elected, reserve fees if applicable, and any other published listing or marketing fees.

8.3 Manebid may deduct commission and fees from the Purchase Price held before paying the balance to the Vendor.

9. SETTLEMENT TO VENDORS

9.1 Manebid will pay the Vendor the Purchase Price less commission and fees, within 10 business days of Auction Close, provided Manebid has received the full Purchase Price in cleared funds and both parties have confirmed that collection has occurred.

9.2 The Vendor must keep payment details current. Manebid is not liable for payment to a wrong account unless caused by Manebid's negligence.

9.3 Manebid may withhold settlement where a dispute is pending.

10. TITLE, RISK & DEFAULT

10.1 Title passes to the Purchaser when the Vendor receives full payment. Risk passes on delivery to, or collection by, the Purchaser.

10.2 Until title passes, the Vendor holds a security interest in the lot and its proceeds under the *Personal Property Securities Act 2009*.

10.3 Manebid is never the legal owner of any lot.

10.4 The Purchaser indemnifies the Vendor and Manebid against any claim made in relation to the Lot after title has passed to the Purchaser under this clause.

10.5 Collection

- (a) The Purchaser must contact the Vendor to arrange collection and must collect within 7 days of the payment confirmation, unless otherwise agreed in writing. The Purchaser is responsible for collection and transport costs. The Vendor must provide all papers and registrations on collection.
- (b) If the Purchaser does not collect the Lot within the required timeframe, the Vendor and Purchaser may agree on alternative collection arrangements, including any applicable storage, transport or maintenance costs. Manebid is not a party to, and has no responsibility for, any such arrangements or agreements between the Vendor and Purchaser.
- (c) If collection does not occur, with the Vendor's consent Manebid or the Vendor may sell the lot by private treaty or re-submit it for auction. These Terms apply to any re-sale. Manebid will apply re-sale proceeds first to our commissions and amounts due, then pay any balance to the Vendor. If there is a shortfall, the defaulting Purchaser remains liable, including Manebid's and the Vendor's recovery costs on a full indemnity basis.
- (d) It is the responsibility of both the Vendor and the Purchaser to complete any required livestock movement notifications and comply with all applicable biosecurity or livestock transfer obligations under relevant State or Territory legislation. Manebid is not responsible for, and accepts no liability in relation to, any such obligations.



11. TECHNOLOGY AND PAYMENTS

- 11.1 Auctions are run using third party online auction software. While Manebid takes reasonable care, Manebid does not warrant the Website or software will be uninterrupted or error free. Manebid is not liable for loss from downtime, delays or malfunctions, whether caused by providers or otherwise. Users accept technical risks.
- 11.2 Nomination and promotion payments may be processed by third party gateways. Those services are subject to their own terms and privacy policies. Manebid does not control their security or performance and are not liable for delays, errors or unauthorised transactions. Auction proceeds from Purchasers are paid by EFT to Manebid's trust account.

12. WEBSITE USE

- 12.1 Users agree to use the Website lawfully and for auction purposes only. Do not introduce viruses, attempt to hack, interfere with performance, infringe rights, spam, or copy or frame Website content. Manebid may report unlawful conduct.
- 12.2 Access may be withdrawn, restricted or changed at any time. Manebid does not guarantee the Website or server is virus free, or that functions are uninterrupted or error free.
- 12.3 Linked sites are provided for convenience. Manebid does not control or endorse them and are not responsible for their content.
- 12.4 Information on the Website is general. Images, videos and descriptions are indicative and may differ. Subject to your non-excludable rights under the Australian Consumer Law, Manebid disclaims guarantees, conditions and warranties about accuracy, timeliness and reliability.

13. GENERAL

13.1 Entire agreement.

- (a) These Terms, including Manebid's Privacy Policy, are the entire agreement about Website use and auction participation.

13.2 Variations.

- (a) Manebid may change these Terms or the Website at any time.

13.3 Invalidity.

- (a) If a clause is invalid, the rest remains in force.

13.4 Notices.

- (a) Manebid may notify you by email to your last provided address.

13.5 Assignment.

- (a) You must not assign your rights. Manebid may assign or transfer its rights or interests without notice.

13.6 Governing law.

- (a) Queensland law applies. You submit to the exclusive jurisdiction of the Queensland courts.

13.7 Complaints.

- (a) Contact Manebid using the details on the Website.