

Bidder Authority

Bidding via telephone or live messaging application



Phil BROOM

Property
Address:

Date and Time of Auction

Agency Name & Agent's Details

- i. This authority serves the purpose of confirming that the prospective Buyer(s) convey(s) authority to the Agent to place bids/offers at auction via way of a telephone or live messaging application.
- ii. In the event that the Buyer(s) is/are the successful purchaser(s) of the property as described below this authority further conveys the authority for the Auctioneer to sign the contract of sale on behalf of the Buyer(s).
- iii. To be registered, a bidder must provide the bidder's name and address, and produce satisfactory evidence of the bidder's identity. Please complete as per below and email the completed document(s) along with a copy of your Identification Details back to the Agent prior to the commencement of the auction.
- iv. If you are intending to purchase the property in the name of a Trust, Self-Managed Super Annuation Fund or Company you will need to complete the accompanying Bidder Registration form and may need to provide further documents to the Auctioneer's satisfaction prior to the commencement of the Auction.

Name

Name

Address

Address

Phone / Mobile

Identification Details

Phone / Mobile

Identification Details

Live messaging application contact details

Each person signing the below represents and warrants that the above details are the correct and are the only names/details that will be appearing on the contract for sale should they be the successful and highest approved bidder(s). Furthermore, all parties acknowledge the receipt of a copy of the Contract for Sale and the Conditions of sale by Public Auction. A copy of the above identification details is to be included with this authority.

Signature

Date Signed

Signature

Date Signed

The Auctioneer will not disclose the identity of any bidder to anyone other than:

- I. An inspector or the court; and
- II. The seller if it is necessary for negotiations with the bidder after the property has been passed in or for facilitating the sale of the property.

Approved by the seller(s)

Date Signed

Bidder Registration Form



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Property
Address:

To be registered a bidder must provide the bidder's name and address, and produce satisfactory evidence of the bidder's identity.

If you have an interest in bidding at the auction for a property or properties, please complete your name and address below and provide the auctioneer with satisfactory identification.

BIDDER / BUYER DETAILS

Bidder Number

Name

Name

Address

Address

Phone / Mobile

Identification Details

Phone / Mobile

Identification Details

Please complete the below if you are intending to purchase the property in the name of a:

Trust

Self-Managed Super Annuation Fund

Company (note that each Director will be required to complete and sign a Directors Guarantee).

Each person signing the below represents and warrants that the above details are the correct and are the only names/details that will be appearing on the contract for sale should they be the successful and highest approved bidder(s). Furthermore, all parties acknowledge the receipt of a copy of the Contract for Sale and the Conditions of sale by Public Auction.

Signature

Date Signed

Signature

Date Signed

The Auctioneer will not disclose the identity of any bidder to anyone other than:

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Conditions of Sale Public Auction



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GST ANNOUNCEMENT & CLARIFICATION

At auction the Auctioneer will announce in clear terms:

- 1.If GST is to apply or not; and
- 2.One of the following applicable GST Clauses.

IF THE SELLER IS NOT REGISTERED FOR GST:

- The property is offered for sale on a GST inclusive basis – which means the knock down price is the sale price.

IF THE SELLER IS REGISTERED FOR GST:

- The property is offered for sale on a GST exclusive basis – which means the knock down price attracts GST at 10% of the selling price; or
- The property is offered for sale under the Margin Scheme – which means that the knock down bid is the sale price and GST

CONDITIONS OF SALE BY PUBLIC AUCTION

1. The highest approved Bidder shall be the Buyer subject to:-
 - a) the reserve price, if any; and
 - b) the Seller's approval.
2. A cooling off period does not apply.
3. Building and Pest Inspection clauses have been deleted from the Contract of Sale.
4. Finance clause has been deleted from the Contract of Sale.
5. All Bidders must be registered. The Auctioneer may register a person as a Bidder only if the person has provided his/her name and address and satisfactory evidence of his/her identity.
6. Bids will only be accepted from registered Bidders.
7. Bidders must use the numbered identifier provided by the Auctioneer to make a bid during the auction.
8. The Seller may bid, either personally or by a representative. If the Seller or their representative bids for the property the Auctioneer must announce to all other Bidders that the bid is made on behalf of the Seller.
9. The bidder warrants their ability to enter and complete the Contract of Sale in accordance with its terms.
10. Any person bidding on behalf of another person must provide the Auctioneer with a copy of their written authority before the auction; otherwise the Bidder will be taken to be acting on their own behalf.
11. The Auctioneer has the discretion to refuse to accept any bid from any person. A bid will be taken to be accepted and irrevocable unless the Auctioneer, immediately after it is made, refuses it.
12. The decision of the Auctioneer is final in all matters relating to the auction and no Bidder has any right of recourse against the Auctioneer or the Seller.
13. Without affecting condition 12, if there is any dispute over a bid, the Auctioneer may:
 - a) reopen the bidding and resubmit the property for sale starting with the highest bid previously accepted; or
 - b) determine the dispute in any other way the Auctioneer considers appropriate in his/her absolute discretion.
14. Immediately on the fall of the hammer, the Bidder of the highest bid accepted must sign, as Buyer, the Contract of Sale in the form displayed or circulated with these Conditions of Sale and pay the deposit to the nominated Deposit Holder.
15. The deposit payable under the Contract of Sale is: 10% of the successful bid or any other percentage or figure nominated in the Contract of Sale.
16. The Seller and the Buyer agree to sign all documents and do everything else necessary to transfer the property to the Buyer. The Seller and the Buyer each appoint the Auctioneer their agent to sign the Contract of Sale on their behalf. This appointment is non-revocable.
17. If the Buyer does not pay the deposit, at the Seller's option:
 - a) the result of the auction will be treated as invalid and the property may be resubmitted to public auction at the risk and expense of that Buyer; or
 - b) the Seller may affirm the Contract of Sale and pursue their legal and other remedies against the Buyer as they see fit.
18. Inserted below are any additional Special Conditions, if forming part of the terms of this auction.

