**AGREEMENT**

When a booking is made to use an Auctioneer from **Ben Read Auctions**, the agent agrees to the following terms and conditions, and the Auction will only be conducted by our Auctioneers under these Terms and Conditions.

1. The Agent warrants that they hold a valid Auction Agency Agreement in the name of the Vendors of the Property being Auctioned.

2. **Ben Read Auctions** will provide an Auctioneer to undertake any Auction that the agent books with **Ben Read Auctions**. Auctions are only booked when the confirmation email is sent out.

3. The Agent agrees to abide by the Policy and Procedures for Auctions as set out in applicable legislation.

4. The Agent agrees to pay **Ben Read Auctions** the Auction fee as billed to them within 7 days of the issue of the Invoice/confirmation email. The Agent acknowledges that **Ben Read Auctions** reserves the right to withdraw its services even though a booking has been accepted, if any invoice is outstanding for more than 21 days.

5. The Agent Acknowledges that they accept responsibility to ensure that the Auction campaign and the Auction is conducted in accordance with the Property Stock and Business Agents Act 2002 (the Act) and the Regulations.

6. The Agent warrants that they are aware that 'Dummy Bidding" is a breach of the Property Stock and Business Agents Act 2002 and that they will not condone, organise or allow "dummy bidding" to take place at an Auction conducted by a **Ben Read Auctions** Auctioneer. They also are aware that they should inform the Vendor of the rules regarding "Dummy Bidding"

7. The Agent warrants that they are aware that **only** the Auctioneer can use or call a "Vendor Bid" and has made the Vendor aware of the law in this regard. If a co-owner or executor wishes to exercise their right to bid on the property on their own behalf, the Agent will inform the Auctioneer of this fact.

8. The Agent warrants that they have inspected the Contract for Sale for any Auction property booked with **Ben Read Auctions** and that the contract is correct and complete.

9. The Agent warrants that they have conducted all advertising for an Auction property in a manner that does not contravene the Act or any other Act of Parliament.

10. If the Auction booked requires a Bidders Register to be kept, then the Agent warrants that they will conduct the Bidders Register so that it complies with the Act and that all bidders will be registered in accordance with the Act.

11. The Agent agrees to make the Auctioneer aware of any relevant information regarding the sale of an Auction property, including a co owner or executor who wishes to bid on the property, being undertaken by **Ben Read Auctions**.

12. By booking an Auction with **Ben Read Auctions**, the Agent agrees that they will abide by this agreement in every respect.

**BOOKING PROCEDURES**

**ON-SITE BOOKINGS**

Step 1: **Auction Booking** can be made by contacting the Ben Read on 0411229992. It is advised before finalising a time for an on site Auction, ring through to Ben Read to establish what times are available.

NOTE: The Auction confirmation and invoice will be sent after the auction is confirmed.

Step 2: **The Week of the Auction** you will receive a phone call from a **Ben Read Auctions** auctioneer to confirm all details of your Auction.

**CANCELLATION POLICY**

**ON-SITES AUCTIONS**

Once the Auction has been booked the FULL Auction fee will apply regardless of the property being withdrawn, cancelled, sold prior or postponed. (Note: the Auctioneers time has already been allocated to the exclusion of any other work.).