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**QUESTIONS TO ASK PEOPLE WHO PRESENT THEMSELVES TO REGISTER AT AUCTIONS.**

**1. Are you the person who will be doing the bidding?**

If “Yes” the go to 2.

If “No” then find out who will be bidding for them and arrange a Bidding

**Authority to be completed.**

The person who is doing the bidding is entered in the Bidders Register and their ID must be sighted. The persons details who they are Bidding on behalf of must also be included in the Bidding Register (including their ID details) but these do not have to be sighted.

A Bidding Authority is in this Booklet.

**2. Is your name going to appear on the contract for sale if you are successful?**

If **“Yes”** register the person.

If **“No”** then find out who they are bidding for and arrange a Bidding Authority to be completed.

The person who is doing the bidding is entered in the Bidders Register and their ID must be sighted. The persons details who they are Bidding on behalf of must also be included in the Bidding Register (including their ID details) but these do not have to be sighted.

A Bidding Authority is in this Booklet.

**3. Do you have the 10% deposit if you are the successful bidder?**

It is a condition of the auction that the successful bidder must pay the 10% deposit as soon as the hammer falls unless arrangements are made prior to auction day with the vendor's solicitor. If a deposit bond is to be used it must be approved by the vendor's solicitor. Check that the expiry day is more than two weeks past the proposed settlement date.

**NOTE: Bidding for a Company or a Superannuation Fund or an Unit Trust.**

Do you have a Letterhead of the Company/Super Fund/Unit Trust that shows the ABN Number and do you have a signed authority to bid on its behalf?

If “Yes” register the Bidder and he produces his/her ID and then include the Company details also on the Bidder’s Register. The Company ID is the ABN. If there is no ABN then the authority to bid cannot be accepted.

If the answer is “No” then the person must be registered to bid and they will sign the contract in their own name with the added particulars “for and on behalf of (Company name)” and then the address details.

**There can be no exception to this rule.**

**CHECK LIST FOR BIDER’S REGISTER**

**1. Person Bidding for themselves and their name will be included on the contract.**

Ask them for their identification

a.) The following is acceptable on its own as long as it shows the person’s Name **AND current Address**

NSW Driver’s License or one issued by any other Australian State Australian Passport (you will need proof of their address)

Document issued by a Government Authority and shows their name and address e.g. Vehicle Registration paper, Bank Statement, Rates Notice

**b.) If they do not have that type of identity then they can show two documents that how their name and address**

Medicare Card ATM card

Credit Card or Store card Birth Certificate

Overseas Driver’s License or Overseas passport (One MUST show their address)

Utilities Bill (eg gas, electricity, telephone) Real Estate Rental Agreement

Statutory Declaration stating the address.

**2. Person Bidding on behalf of someone else ie their name will NOT be on the contract.**

The person MUST have a bidding authority signed by the person/Company/unit trust /etc they are bidding on behalf of.

The Bidding Authority MUST have the person’s details including details of their identification on the bidding authority. See the Auction Procedures Book for the approved Bidding Authority. The person who is doing the bidding is entered in the Bidders Register and their ID must be sighted. The persons details who they are Bidding on behalf of must also be included in the Bidding Register (including their ID details but these do not have to be sighted.

If the person who is bidding on behalf of a Company/Superannuation Fund/Unit Trust the ID will be a letter head with an ABN number. If they have no letterhead with an ABN number, then the person who is bidding name will go on the Contract and you can add the other details such as “for and on behalf of XYZ Pty Limited”

If you are having a problem with any of this then please READ the ‘Bidder’s Guide” that you hand out to bidders.

Examples of questions you need to ask are shown on the previous page.

1. The above property was sold to me/us at auction today

2. I/we have executed an Agreement for the Sale of Land to purchase the above property as a result of the auction.

3. I/we have received into our possession a copy of the exchanged contract of sale duly signed by the Vendor(s)

4. \*I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

**PROPERTY: AUCTION DATE: AGENT: VENDOR(s): PURCHASER(s):**

**ACKNOWLEDGEMENT OF EXCHANGE OF**

**CONTRACTS AT AUCTION**

I/we the **Purchaser(s)** noted above hereby confirm that:

\*I/we have taken possession of the exchanged contract and will deliver it to our solicitor/conveyancer without delay.

PURCHASER(S): DATE:

I/we the **Vendor(s)** noted above hereby confirm that:

1. The above property was sold at auction today

2. I/we have executed the Agreement for the Sale of Land as a result of the auction.

3. I/we have received into our possession a copy of the exchanged contract of sale duly signed by the Purchaser(s)

4. \*I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

\*I/we have taken possession of the exchanged contract and will deliver it to our solicitor/conveyancer without delay.

VENDOR(S): DATE:

* • CROSS OUT WHAT DOES NOT APPLY.

**PROPERTY: AUCTION DATE: AGENT: VENDOR(S): PURCHASER(S):**

**AUTHORITY TO EXCHANGE CONTRACTS**

**AFTER AUCTION on day of auction**

I/we the **Purchaser(s)** noted above hereby confirm that:

1. That the above property was sold to me/us after auction today and we have expressly authorised the Agent to attend to the exchange of contracts on my/our behalf.

2. I/we have executed an Agreement for the Sale of Land to purchase the above property prior to 12 midnight & acknowledge that a Cooling Off period does NOT apply.

3. I/we have received into our possession a copy of the exchanged contract of sale duly signed by the Vendor(s)

4. \*I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

\*I/we have taken possession of the contract and will deliver it to our solicitor/conveyancer without delay.

PURCHASER(S) DATE

I/we the **Vendor(s)** noted above hereby confirm that:

1. I/we have sold the above property prior to midnight on the day of the auction after the property was passed in at auction and I/we have expressly authorised the Agent to attend to exchange of contracts on my/our behalf.

2. I/we have executed an Agreement for the Sale of Land to purchase the above property and acknowledge that a Cooling Off period DOES NOT apply.

3. I/we have received into our possession a copy of the exchanged contract of sale duly signed by the Purchaser(s)

4. \*I/we have expressly authorised the Agent named above to forward the exchanged contract to our solicitors/conveyancers without delay.

\*I/we have taken possession of the contract and will deliver it to our solicitor/conveyancer without delay.

VENDOR(S) DATE

\* CROSS OUT WHAT DOES NOT APPLY.