

**PHONE BIDDING AUTHORISATION FORM**

**BIDDERS DETAILS:**

FULL NAME: \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_ LICENCE NO: \_\_\_\_\_

FAX: \_\_\_\_\_

**CLEARING SALE DETAILS:**

DATE OF SALE: \_\_\_\_\_

ITEMS WISHING TO PURCHASE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IF WISHING TO LEAVE A BID WITH AGENT: \_\_\_\_\_

ITEM / PRICE (EXCLUSIVE OF G.S.T): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AUTHORISATION:**

I/WE AUTHORISE RAY WHITE RURAL PITTSWORTH TO BID ON MY/OUR BEHALF, AT THE ABOVE CLEARING SALE. IF I/WE ARE SUCCESSFUL IN PURCHASING THE ITEMS AS DESCRIBED ABOVE I/WE WILL GUARANTEE PAYMENT OF THE GOODS WITHIN 2 BUSINESS DAYS OF THE SALE.

ITEMS PURCHASED BY THE AGENT FOR YOU REMAIN ON SALE SITE UNTIL PAYMENT IS RECEIVED AND AT YOUR SOLE RISK AND IN ACCORDANCE WITH THE FULL AUCTION TERMS AND CONDITIONS.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**PAYMENT:**

Direct: Westpac Bank Australia

Account Name: Ray White Rural Pittsworth Trust Account

Branch No: 034 177

Account No: 230 982

Address details: 65 Yandilla Street Pittsworth Telephone 07 46931644 or Fax 07 46931930

Email: [sales.pittsworth@raywhite.com](mailto:sales.pittsworth@raywhite.com)

Website: [www.raywhiteruralpittsworth.com.au](http://www.raywhiteruralpittsworth.com.au)

**AUCTION TERMS AND CONDITIONS**

1. The highest approved bidder for each lot shall be the Purchaser subject to the approval of the Vendor and the reserve price if any.
2. If any dispute or difference shall arise as to the highest bidder the Auctioneer may re-open the bidding and re-submit that lot for sale commencing with the highest amount previously bid for the lot or the Auctioneer may decide on the highest bidder in such other manner as he in his absolute discretion shall deem fit. The decision of the Auctioneer shall be final and no bidder shall have any right of recourse against the Auctioneer or the Vendor.
3. Where any person is bidding on behalf of another person, the bidder must first provide the Auctioneer with a copy of his written authority to bid and enter into an Agreement for Sale and Purchase of the lot to the Auctioneer prior to the commencement of the Auction otherwise the bidder is deemed to be acting on his own behalf.
4. The Auctioneer may at his discretion refuse to accept any bid from any person and no bid if accepted shall be retracted without the consent of the Auctioneer. The Auctioneer may decline the offer for any lot or withdraw any lot or lots from sale prior to the fall of the hammer for the particular lot or lots.
5. The whole of the lots having been available for inspection prior to the auction no allowance or refunds will be made nor will any Purchaser be permitted to reject any lot on the ground that it is not correctly described in the catalogue. The said lots are to be taken with all faults and defects (if any) and will be the risk of the Purchaser on the fall of the hammer and thereafter the Vendor will be free of all responsibility for safe guarding the lot and will not be liable for any loss of or damage to the lot sold whether such loss or damage is caused or contributed to by any act neglect or default of the Vendor its servants, employees or agents.
6. The purchase price will be paid by the Purchaser in cash or certified bank cheque or approved personal cheque on the date of the sale (unless prior arrangements have been made by the Purchaser with the Vendor)
7. Should any deficiency arise between the quantity of goods described at the time of sale and that available at the time for delivery the Purchaser shall take and the Auctioneer shall be required to effect delivery of only the quantity actually so available. No compensation will be paid in respect of any such deficiency but the Purchaser may claim a pro-rata adjustment of purchase price. No adjustment will be made unless the Purchaser makes this claim at or before the time of delivery.
8. All lots which have been paid for in full must be removed by the Purchaser at the Purchaser's expense on the day of the Sale (unless prior arrangements have been made by the Purchaser with the Vendor) or as the Auctioneer directs.
9. Upon any purchaser failing to comply with any of the above conditions ("the defaulting Purchaser") all monies received in part payment of the purchase price shall be absolutely forfeited to the Vendor and all lots not removed as aforesaid may be re-sold by public auction or private contract and the deficiency in price (if any) on such resale together with all costs and charges incurred in attending thereto shall be paid forthwith by the defaulting Purchaser and if not paid the Vendor has the right to recover such amount from the defaulting Purchase as a debt.
10. Time shall be of the essence of the sale of any lot.
11. The Auctioneer reserves the right to one bid.
12. Terms strictly cash before delivery.
13. Special conditions re electrical appliances: These appliances are in a used condition and no warranty is given that their present condition complies with the safety requirements of the State Electricity Commission. It is pointed out that under the State legislation the Purchaser is required before re-sale or use to have the appliance examined and repaired by the registered electrical contractor.
14. Prospective Purchasers of major items of plant are advised that special arrangements may be made with the auctioneers prior to sale for an extension of time for removal purposes.
15. A right to bid by or on behalf of the Vendor is expressly reserved.
16. No statutory warranty on unregistered vehicles

**I AGREE**

**SIGNATURE:** \_\_\_\_\_