



**AUCTION SERVICES  
WESTERN AUSTRALIA**

*It's Your Call!*

**AUTHORITY TO ACT AS CONSULTANT AUCTIONEER**

This Agreement is between - Seller's Agent: \_\_\_\_\_

& Consultant Auctioneer: \_\_\_\_\_

The seller's agent confirms the verbal instructions for you to act as Consultant Auctioneer on behalf of our firm, the appointed agents in the offering at Public Auction of the property at:

.....

on.....(day/date)at.....(am/pm)on the premises/or

at.....

The seller's agent will provide the following to the Auctioneer prior to the auctioning of the property;

- 1. Brochure or information sheet
- 2. Completed Auction Particulars and Conditions of Sale document (ensuring it includes any relevant special conditions, encumbrances and details of the zoning and uses approved/permitted)
- 3. Current Certificate of Title and details of all encumbrances, easements, covenants or caveats
- 4. If the property is strata titled, a copy of the Form 28 & Form 29 completed and signed by the owners and a copy of the current bylaws and minutes of the last strata meeting
- 5. If the property is not offered with vacant possession, details of tenancy are to be provided:

\_\_\_\_\_

- 6. Details of any encumbrances not registered on the title (eg. Sewer lines)

\_\_\_\_\_

- 7. Council Approvals / Non Approval (Eg. Extensions/patio)

\_\_\_\_\_

- 8. The seller's agent confirms that all proprietors of the property have completed in writing an Authority to Auction document and that it is held by the seller's agent. ..... Initial

- 9. The seller's agent confirms that a Sellers Disclosure Statement has been completed by all proprietors of the property and that any relevant information has been disclosed to the auctioneer.

Details: \_\_\_\_\_

\_\_\_\_\_ ..... Initial





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10. Does the house have 2 x RCD's and appropriate mains powered smoke detectors? Yes  No

11. The seller's agent will provide the Reserve Price in writing to the consultant auctioneer prior to the commencement of the auction.

12. The seller's agent agrees to order a new Certificate of Title on the property 2 business days prior to the Auction and will advise the Auctioneer if any amendments have been added.

13. The seller's agent agrees to make available the Auction Particulars and Conditions of Sale and the REIWA Auction Code of conduct to all interested parties at least 14 days prior to the Auction.

14. The seller's agent agrees to have on display at the home opens prior to the auction and on auction day the Auction Particulars and Conditions of Sale document, Joint Form of General Conditions 2011, Certificate of Title and any special conditions or encumbrances and the REIWA Code of Conduct.

15. The seller's agent confirms that the consultant auctioneer's fee to conduct this auction is as selected and the fee is inclusive of GST and this fee is payable within 7 days of the invoice.

**\$880** property sale price up to \$999, 999

**\$990** property sale price between \$1, 000,000 – 1, 999, 999

**\$1,100** property sale price above \$2, 000, 000

**16. The seller's agent confirms that the consultant auctioneer's fee is payable irrespective of whether the property is sold or not at auction, sold prior or withdrawn from sale and/or auction for any reason.**

17. The seller's agent agrees for Auction Services WA to advertise the auction property on their website and Facebook page and to use the agent's property photos on their website and Facebook page.

18. The seller's agent will indemnify the consultant auctioneer against any legal action and/or claims resulting from seller or seller's agent's representation.

Signed..... Date .....

**Sellers Agent**

I accept this appointment on the aforementioned Terms and Conditions.

Signed..... Date .....

**Auction Services WA - Consultant Auctioneer**

