



# GREEN GUIDE

YOUR GUIDE TO BUYING AT AUCTION

**50 Grove St, Albion**

Presented by Jessica Vine



SCAN ME FOR  
BIDDING TIPS



# ■ A MESSAGE FROM YOUR AGENT



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Welcome to our auction campaign! For many buyers the thought of buying at auction makes them highly nervous, slightly confused and very wary.

Understanding this, we will try and keep things as simple and straight-forward as possible – because the beauty of auctions as a buyer is two-fold:

1. Everyone is competing on the same ground with equal terms in the contract
2. Auction day is the most transparent and fair way to negotiate and buy property

With this in mind, we want this to be an enjoyable and simple process for you. This guide has been specifically prepared to give you information on how auctions work for you as a buyer.

But we do recommend you do your own auction research – go and watch a few auctions (either in person or online) to get a feel for how they work.

We are more than happy to give you some dates and times of upcoming auctions to help get those butterflies to fly in formation!

If you have any questions, please reach out to me or the auctioneer – we'd love you to buy this property!

Kind regards, and good luck!

# ■ ABOUT YOUR AUCTIONEER



Justin Nickerson

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Justin Nickerson brings a refreshing understanding and energy to the modern challenges facing the Real Estate industry. Amongst career highlights, Justin currently holds the title of highest sale price for a residential property sold at auction in Queensland, an impressive \$24,800,000.

Justin is the only Australian to win the Australasian Auctioneer of the Year three times in the history of the award. He is also a five-time winner of the REIQ Auctioneer of the Year award, again being the only auctioneer in the state to achieve this distinction.

2019, 2017 & 2016 Australasian Auctioneer of the Year  
2020, 2018, 2017, 2016 & 2013 REIQ Auctioneer of the Year  
2018 AREC Australasian Auctioneering Competition Winner  
2015 Barfoot and Thompson NZ Auction Invitational Winner  
2014 & 2013 Australasian Auctioneer of the Year Finalist  
2017 & 2016 QLD State of Origin Representative

# ■ TIPS FOR AUCTION DAY

Auction day can be nerve-wracking for all involved, but remember the agent and auctioneer are there to assist you, and can even be your greatest allies on the day.

Here's a few tips that may help you secure the property:

## 1. Bid with confidence

The 'wait and see' strategy is a popular one amongst bidders but ultimately does little towards achieving a purchase. It's the confident bidder who doesn't hesitate, that in most cases controls the flow of the auction.

You are much better to set the tone and show your competition that you intend to buy, rather than sit back and potentially be on the back foot.

## 2. Work with the Auctioneer

Although the auctioneer is employed by the seller, ultimately they want to achieve the same outcome as you - a sale.

Ignoring suggested increments, interrupting and continually questioning if the property is "on the market" are not helpful to establishing a working relationship between both parties.

You are welcome to suggest any bid or amount you like, but remember the auctioneer may refuse a bid if it's deemed not in the seller's best interest.

## 3. Vendor bids

The auctioneer is legally allowed to make bids on the seller's behalf. A vendor bid must be disclosed by the auctioneer, who will use the words "vendor or seller" bid. It is not the reserve price and indicates a price that the vendor will not accept.

A vendor bid is used in different circumstances to either start the bidding, or increase the bid to a level closer to the vendor's expectations. Vendor bids are helpful because they give you a better idea of what number it's going to take to secure the property.

## 4. Increasing your own bid

During the auction, the agent or auctioneer may ask you to increase your own bid. This is common in the current market so don't feel uncomfortable.

It may occur if your bid is not at a price the vendor would accept. Therefore, to successfully secure the property you may need to increase your own bid.

## 5. What happens if the property is passed in?

Most auctions have conditional buyers, who can't bid under auction terms and conditions, but are hoping the property passes in.

Should the property pass in, everyone will have equal opportunity to submit their offer.

If you can bid under auction terms and conditions, give it your best shot during the auction as it's the most transparent way to buy, and in most cases, less competitive.



**68%**  
of opening bidders are  
the successful purchaser

# REMEMBER

YOU DON'T HAVE TO BID JUST BECAUSE YOU REGISTERED,  
BUT YOU MUST BE REGISTERED IF YOU INTEND TO BID.

## How to register

To register, you'll need to provide the agency with your name, address and photo identification. Your drivers licence or passport is preferred.

The agency may also request further proof of your current address.

The agency will record your details and provide you with a bidder number.

## How to bid

Make sure the auctioneer can see you, and remember to hold your bidder number high and call out your bid in a loud, clear voice.

You can call out an exact amount, for example "\$570,000"; or indicate an amount you wish to increase the previous bid by, for example "another \$20,000".

If the auctioneer calls the incorrect amount or misinterprets your bid, call out immediately to the auctioneer and clarify your bid.



Scan the QR code to watch our  
**Top 5 Tips for Bidding At Auction**

Or visit this link; <https://qrco.de/beU296>

# FREQUENTLY ASKED QUESTIONS

## **Can I buy before Auction Day?**

Absolutely! In fact, up to 50% of auction properties are sold prior to auction day. However, the acceptance of offers prior to auction is a decision made entirely by the vendor.

If you wish to submit an offer prior to auction, please ensure you have undertaken all research and due diligence, as your best chance to have your offer accepted is to do so under auction conditions.

## **What if my offer is not accepted prior to auction? Have I wasted my time?**

Definitely not. It may be that the vendor's price expectation sits above the market's expectation, or perhaps your offer is under-estimating the value of the property.

Regardless, after the vendor has had the opportunity to see the full marketing campaign and the interest in the property on auction day, both parties will often re-evaluate their expectations.

## **What if I want to bid on Auction Day but cannot perform under the standard terms and conditions of the auction?**

Property transactions are a process of negotiation, and buying at auction is no different. If you wish to alter the terms of settlement, deposit, inclusions or conditions of the contract of sale, just speak to the listing Agent.

However, ensure you do not wait until auction day as this may be too late; these conditions must be agreed upon by the vendor prior to you commencing bidding.

## **What happens if the property doesn't sell?**

If the property doesn't sell at auction, it is deemed to be 'passed in'. This means that any buyers who weren't able to bid at auction due to conditions required in the contract, will now get an opportunity to compete for the property.

In most instances, this results in a 'multiple offer' format - meaning all parties (bidders and otherwise) will get one opportunity only, to submit their very best offer in a blind bidding situation for the owners assessment.



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# — BUYING A HOME?

- Want to access more property options?
- Don't have enough time?
- Want avoid mistakes during the purchase process?

## WE WILL GUIDE YOU!

Scan the QR code and book your  
**free 15 minute consult** today!



Scan me!



### CONTACT:

-  ADMIN@UNIVERSALBUYERSAGENTS.COM.AU
-  @UNIVERSAL\_BUYERS\_AGENTS

# CONDITIONS OF AUCTION

## Queensland

1. All bidders must be registered. A person may register as a bidder only if they've provided their name, address and satisfactory identification to the Auctioneer. The Auctioneer is required to keep the bidder register in accordance with Queensland Government regulations.
2. Bids will only be accepted from registered bidders.
3. Bidders must use the numbered identifier assigned to them to bid at the auction.
4. The highest approved Bidder will be the buyer subject to; **(a)** the reserve price, and **(b)** the Sellers approval.
5. The Seller may bid, either personally or by a representative.
6. The Bidder warrants their ability to enter and complete the Contract of Sale in accordance with its terms.
7. Any person bidding on behalf of another person must provide the Auctioneer with written authority to do so, before the auction, otherwise the Bidder will be taken to be acting on their own behalf.
8. The Auctioneer has the discretion to refuse any bid from any person. A bid will be taken to be accepted and irrevocable unless the Auctioneer refuses it, immediately after it was made.
9. 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 Seller.
10. Cash unconditional basis, not subject to a cooling off period, finance, or building and pest inspection. GST may be applicable to the purchase price.
11. Without affecting condition 9, 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 their absolute discretion.
12. Immediately upon the fall of the hammer, the Bidder of the highest accepted bid 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 stakeholder.
13. 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.
14. The Seller and 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 irrevocable.
15. If the Buyer does not pay the deposit, at the Sellers 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 for Sale and pursue their legal and other remedies against the Buyer as they see fit.
16. All bidders shall be deemed to have read and acknowledged the "Contract Warning" and the "Disclosure Statement" under the Body Corporate and Community Management Act 1997 which are annexed to the Contract of Sale by virtue of the fact that they have been on display prior to this auction.

# ■ THINGS TO CONSIDER

- There is no cooling off period when buying at auction.
- Ensure you have your finance arranged prior to the auction, and know your limits.
- Always speak to the Listing Agent about the required deposit at least a week before the auction
- Consider obtaining a Building and Pest inspection prior to the auction as a standard contract does not allow a sale to be subject to a Building and Pest inspection.
- Only bid within your means but bid strongly and confidently.
- If the property is passed in, it then becomes 'on the open market' which means the highest bidder does not have first right to buy the property.
- You have the best chance to buy the property for the best price at auction, as the terms and conditions are favourable to the seller, therefore it has been shown they are more likely to accept a sales figure on the basis of the terms.
- If the property is passed in, you are able to make an offer with conditions on it; however, you need to act quickly as typically, the ideal time to submit conditional offers is immediately after the auction has concluded.
- The Auctioneer's decision is final in all matters relating to the auction.
- Make sure you and any other decision maker is available for the auction and only rely on the judgement of yourselves. Do not allow other parties who are not purchasing the property to distract or influence your decision.
- If you're unsure about anything, ask the Listing Agent or Auctioneer, as they are there to help.



For more information, visit our website;  
**[apolloauctions.com.au/resources/](https://apolloauctions.com.au/resources/)**

Or scan the QR code to find all auction resources

# KEY DEFINITIONS

## **Agency**

An agency is the relationship which exists at law between two or more persons, whereby one (the Agent) is authorised to act on behalf of the other (the Principal), to do specified acts. A common form of agency occurs in the sale, purchase and leasing of real estate.

## **“As Is”**

Selling the property without warranties as to the condition and/or its suitability for a particular use. Buyers are solely responsible for examining and judging the property for their own protection. Otherwise known as “As Is, Where Is” and “In its Present Condition”.

## **Auction**

A preferred marketing option where a property is listed without a price, supported by very intensive marketing, leading buyers to the auction day where they must bid against each other to purchase the property in an unconditional situation. A public sale of property in which prospective purchasers bid until the highest price is reached.

## **Auctioneer**

Person holding an auctioneer's licence and able to conduct and call auctions.

## **Bid**

A verbal offer to purchase.

## **Building Inspector**

An authorised person who is responsible for checking buildings in the course of construction and completed buildings to ensure they have been constructed in accordance with building control provisions.

## **Caveat Emptor**

“Buyer beware” that the risk in a property transaction lies with the purchaser.

## **Current or Competitive Market Analysis**

Also known as a CMA, this is a written price comparison of a property with others that are for sale or were recently sold.

## **Chattels**

Items of property that can be physically removed from the house or business because they are not attached to it in some way. E.g. fridges, curtains, carpets, easily removable light fittings, wall heaters, some furniture etc. If chattels are to be included in the sale, the Seller should specifically state this in the Sale and Purchase Agreement.

## **Conditional Contract**

Any contract that includes conditions which must be satisfied before the parties become bound to carry out the terms of the contract. The contract is called “conditional” until the conditions listed are satisfied. Both the Buyer and the Seller can put conditions in the offer. Buyers often ask for conditions about checking the Certificate of Title, and getting finance or a building consultant's report. A conditional contract is still legally binding, but the obligations under it are suspended until it becomes conditional.

## **Commission**

The fees for selling the property - payable by the Seller to the real estate agency.

## **Contract**

A contract is a legally enforceable agreement. In real estate it means the Sale and Purchase Agreement.

## **Cooling-Off Period**

A short statutory period after the contract is made, during which the purchaser may cancel the contract unconditionally. Does not apply in the case of auctions.

## **Deposit**

Percentage of total consideration, or an agreed amount, paid on exchange for purchase of an asset.

# KEY DEFINITIONS

## **Excluded Fixtures**

Items presumed to stay with the property when sold but have been specified on the contract as not remaining.

## **Fixtures or Fittings**

Items of property that are permanently attached to the house or business in some way (by nails or wires for instance). E.g. the stove or oven, built-in furniture, light fittings, fitted carpets, TV aerials etc.

## **Freehold**

A freehold property has a clear title of ownership and is not subject to lease.

## **Included Chattels**

Moveable items that will be sold with the property, such as pool equipment, fridge, freestanding glasshouse, shed or playhouse, dishwasher etc. These are noted in the contract if they are included in the sale.

## **Leasehold**

Sometimes land is subject to lease. The owner of the land, leases to the tenant for a fixed rental sum and time period.

## **Listing Authority**

A contract between the owner and the real estate agency marketing the property, detailing the length of the agency, commission rate and any additional costs. The type of marketing method is assigned and a summary of information about the property is detailed on the listing authority.

## **Marketing Fees**

Money paid by a Seller that goes directly to increase advertising spread.

## **Marketing Program**

A promotional package put together to give a property exposure to the market. It may include advertisements to be used, a calendar of dates for advertisements, open homes, buyer contract and service.

## **No-Price Marketing**

Usually called "Auction", "Tender" or "For Sale by Negotiation". The price is not revealed to buyers during the marketing promotion. It is marketed without a price (MWP).

## **On The Market**

During a real estate auction when the bid has reached the vendor's reserve price the property may be announced as 'on the market' and will be sold at that auction.

## **Passed-In**

If a property is not sold at auction as the reserve price was not reached, it is passed in.

## **Reserve Price**

This is the minimum price the Seller will accept for their property at auction. It is confidential between the seller, agent and auctioneer.

## **Trust Account**

A legislatively required bank account where monies are held by an agent for or on behalf of another person. E.g. deposits, rental etc.

## **Valuation Report**

A document that records instructions for the assignment, the purpose and basis of the valuation, and the results of the analysis that led to the opinion of the value. A valuation report may also explain the analytical processes undertaken to carry out the valuation, and present meaningful information used in the analysis. Valuation reports can be verbal or written. The type, content and length vary according to the intended user, legal requirements, property type, and the nature and complexity of the assignment. The terms 'Valuation Certificate' and 'Valuation Report' are sometimes used interchangeably.

## **Vendor Bid**

A type of bid at an auction which is made by the Auctioneer on behalf of the Vendor. It will clearly be disclosed as either a Seller or Vendor bid.

# BIDDER REGISTRATION FORM

Use this form for bidder registration or to give authority to bid on behalf of another party at auction, in person or via phone.

<b>Bidder number</b>	<b>Property Address</b>			
	Unit No.	Street No.	Street	
	Suburb		State	Postcode

Sales Agent	Office
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**Bidder 1 Details**

Name \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Identification Type \_\_\_\_\_

Identification Number \_\_\_\_\_

**Bidder 2 Details**

Name \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Identification Type \_\_\_\_\_

Identification Number \_\_\_\_\_

**Party authorised to bid** (only complete if bidder is being represented by another party)

Name	Phone	
Address		
Suburb	State	Postcode
Bidding Method - Phone / In-Person	Signature	

**Company/Trust Details** (only complete if intending to purchase the property in the name of either)

Company \_\_\_\_\_

Trust / Self-Managed Super Fund \_\_\_\_\_

**By signing this form each person acknowledges and warrants that they are duly authorised and has legal capacity to execute the contract of sale on the behalf of whom they are signing for.**

**Each person also acknowledges that they have read and understood the Conditions of Auction and the Contract of Sale; and agrees to meet all obligations within the Contract of Sale, should they be the successful bidder.**

Bidder 1 Signature \_\_\_\_\_

Date \_\_\_\_\_

Bidder 2 Signature \_\_\_\_\_

Date \_\_\_\_\_

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

- An inspector of the court.
- The Seller if it is necessary for negotiations with the bidder after the property has been passed in, or facilitating the sale of the property.