

Authority to act as an Auctioneer in an Openn Negotiation

Parties

(Seller's Agent)

and

the licensed auctioneer pursuant to the Auction Sales Act 1973 (WA)

(Auctioneer)

It is agreed:

1. Engagement of the Auctioneer

1.1 The Seller's Agent appoints the Auctioneer to act on behalf of the Seller's Agent in the sale by Openn Negotiation of the property located at:

_____ (Property).

2. Openn Negotiation

2.1 The Auctioneer acknowledges that:

- (1) the sale of the Property is to be conducted in accordance with the conditions of the Openn Negotiation set out in the document entitled "Contract for the Sale of Land or Strata Title by Openn Negotiation" attached and marked Schedule 1 (**Conditions**);
- (2) the Auctioneer will be responsible for conducting the Openn Negotiation through the App;
- (3) the Auctioneer must familiarise himself/herself with the Conditions and the App prior to entering this agreement.

3. Time and Place of Openn Negotiation

3.1 Unless the Property is withdrawn from sale or previously sold, the Final Bidding Stage of the Openn Negotiation referred to in clause 1.1 above is to take place:

- (1) at _____ am/pm on _____; or
- (2) at such other date and time nominated by the Seller provided that:
 - (a) the Final Bidding Stage must commence at a time between 8.00am and 9.00pm AWST; and
 - (b) at least 12 hours' notice of the time that the Final Bidding Stage will commence must be provided by the Seller's Agent to the Auctioneer.

3.2 The Auctioneer acknowledges that the notice referred to in clause 3.1(2)(b) above may be provided by email at the Auctioneer's email address _____, or by telephone or text message at the Auctioneer's mobile telephone number _____.

3.3 At the time that the Final Bidding Stage occurs, the Auctioneer will attend the Seller's Agent office or some other location agreed between the Parties.

4. Use of the App

4.1 The Seller's Agent will be responsible for ensuring that he or she has adequate mobile and/or internet coverage to allow access to the App during the Openn Negotiation.

5. Auctioneer's Fee

5.1 The Seller's Agent confirms that the Auctioneer's fee to conduct the Open Negotiation will be:

- (1) \$_____ if the Property is withdrawn from sale prior to the Final Bidding Stage, and will be payable within 7 days of the Property being withdrawn from sale;
- (2) \$_____ if the Property is sold to a Sole Bidder or Buy Now Bidder, and will be payable within 7 days of the Seller accepting the Sole Bidder or Buy Now Bidder's offer;
- (3) \$_____ if the Seller nominates a date and time for the Final Bidding Stage to occur pursuant to clause 3.1(2) above for which the Auctioneer is unavailable, and will be payable within 7 days of the Auctioneer advising the Seller or Seller Agent that they will be unavailable at the nominated date and time; and

- (4) \$ _____ if the Auctioneer conducts the Final Bidding Stage, and will be payable within 7 days of the earliest of:
- (a) the Final Bidding Stage; or
 - (b) _____.

6. Information and Documents provided to the Auctioneer

5.2 Unless otherwise agreed, the Seller's Agent will provide the Auctioneer with the following documents/information prior to the Final Bidding Stage:

- (1) brochures and/or information in relation to the Property;
- (2) confirmation that the Seller of the Property has given a valid appointment to the Seller's Agent pursuant to section 60 of the *Real Estate and Business Agents Act 1978 (WA)*;
- (3) a copy of the current Certificate of Title for the Property and details of all encumbrances on the Property other than mortgages;
- (4) If the Property is Strata Titled, a copy of the Strata Plan, Section 69 Certificate and all other requirements under the *Strata Titles Act 1985 (WA)* as amended;
- (5) a copy of each Qualified Bidder's Offer Form; and
- (6) all other relevant information that may impact upon the Openn Negotiation.

7. Inspection of the Property

5.3 At the request of the Auctioneer, the Seller's Agent will arrange for the Auctioneer to inspect the Property at a time suitable to the Seller, Seller's Agent and the Auctioneer prior to the Final Bidding Stage.

8. Power of Attorney

5.4 The Auctioneer acknowledges that he/she will be granted a limited power of attorney pursuant to clause 8 of the Conditions to complete and sign the Price Confirmation on behalf of a Buyer who makes a Winning Bid (**Power of Attorney**).

5.5 If instructed by the Seller Agent and/or the Seller, the Auctioneer will complete the Price Confirmation pursuant to the Power of Attorney as provided in the Conditions.

9. Indemnity

5.6 The Seller's Agent indemnifies the Auctioneer against all legal actions and/or claims resulting from representations made by the Seller or Seller's Agent.

10. Definitions and interpretation

5.7 In this document:

- (1) Conditions means the conditions of the Openn Negotiation set out in the document entitled "Contract for the Sale of Land or Strata Title by Openn Negotiation" attached and marked Schedule 1, as specified in clause 2.1; and
- (2) Unless otherwise noted, terms in this document have the same meaning as in the Conditions.

Signed: Seller's Agent	Date
Signed: Auctioneer	Date

[Annexure A – Template Contract for the Sale of Land or Strata Title by Openn Negotiation]