

OC

Auction Statutory Forms,
Terms & Conditions



Open the Door to Auction Day

Buying a property is a big moment. It marks the close of one chapter and the beginning of another. Whether you're ready to raise your paddle, or simply exploring your options, we want you to feel informed and confident.

From everyone at OC, we wish you the best of luck. If it doesn't happen for you today, there's always tomorrow. Visit ocre.com.au to explore more opportunities.

Let's Make It Happen

Frequently Asked Questions

Do I need to register to bid?

Yes. You must provide your name, address, phone number and proof of identity and auction terms to register. All OC auctions have bidder registration available before and on the day.

Do I need a bidding number?

Yes. Once you register, you'll receive a paddle with a bidding number to display when making bids.

Will the reserve price be announced?

No. The reserve price is confidential and will not be disclosed.

Can the auctioneer make vendor bids?

Yes. Up to 3 vendor bids may be made, but only below the reserve price and each will be announced clearly.

Why should I bid if I'm the only one registered?

Being the highest recorded bidder gives you first right to negotiate. If you don't bid, you may lose that advantage.

Will the auctioneer announce when the property is 'on the market'?

Not always. Don't wait for that announcement. If you want the property, it's best to bid.

Can there be a mid-auction discussion with the vendor?

Possibly. This depends on the auction activity and vendor instructions.

Do cooling off rights apply?

No. There is no cooling off period for properties bought at auction.

Do I need insurance after the auction?

Yes. If you're the successful bidder, you assume risk from the fall of the hammer. Insurance is recommended immediately.

What happens after I win?

You'll sign the contract straight away and pay a 10% deposit unless otherwise agreed with the vendor prior to auction.



Form R3

Buyers Information Notice

Land and Business (Sale and Conveyancing) Act 1994 – Section 13A
Land and Business (Sale and Conveyancing) Regulations 2010 – Regulation 17

Before buying a home, there are a number of important considerations and investigations you should undertake. While some issues may not be immediately visible, they could affect your enjoyment of the property, the safety of occupants, or the property's long-term value.

The questions below can help you assess whether a property is suitable to purchase. Many relate to laws and standards that change over time, so it's essential to seek the most current information. Various government agencies can provide up-to-date and relevant guidance. For more information, Consumer and Business Services recommends visiting: www.cbs.sa.gov.au

It's also advisable to arrange a professional building inspection before making a purchase. This can assist in answering several of the questions outlined below.

The questions are grouped into Safety, Enjoyment, and Value, though many apply across all three areas.

Safety

- Is there any asbestos in the buildings or on the property, such as in sheds or fences?
- Does the property have any significant structural defects, such as cracking or salt damp? Have wet areas been waterproofed?
- Is the property located in a bushfire-prone area?
- Are the electrical wiring, gas installations, plumbing, and appliances in good working order and condition? Is a safety switch (RCD) installed and operational?
- Are there any prohibited gas appliances installed in bedrooms or bathrooms?
- Are smoke alarms installed? If so, are they hardwired, compliant, and in working order?
- Is there a swimming pool or spa on the property? Are compliant safety barriers or fences in place?
- Is there evidence of termites or other pest infestations? Is there a current termite prevention program? Was the property ever treated with persistent organochlorines (now banned) or other toxic termiticides?
- Has fill been used on the site? Is the soil contaminated with chemicals or waste?
- Does the property use cooling towers or manufactured warm water systems? If so, what are the ongoing maintenance requirements?

Form R3

Enjoyment

- Does the property have any stormwater drainage issues?
- Is the property in a flood-prone area? Is it at risk of coastal flooding?
- Does the property have an on-site wastewater treatment system such as a septic tank? If so, is it compliant, and what are the maintenance requirements?
- Is a sewer connection available?
- Are all gutters, downpipes, and stormwater systems in good working order and condition?
- Is the property near power lines? Are any trees on the property close to power lines? Are you planning to plant trees? Do all structures and vegetation comply with required clearance distances?
- Are there any significant trees on the property?
- Is the property under a strata or community title? What does that mean for you? Do you understand the restrictions and financial responsibilities? Will you be responsible for a previous owner's debt or the cost of planned improvements?
- Is the property close to a venue with entertainment consent, such as a hotel or restaurant?
- Is it located near industrial or commercial activity, busy roads, or an airport that may cause noise, odours, or air emissions?
- What appliances, equipment, and fittings are included in the sale?
- Is there sufficient on-site car parking?

Value

- Are there any illegal or unapproved additions, extensions, or alterations to the property?
- How energy-efficient is the home, including its appliances and lighting? What energy sources are available (e.g. gas, electricity, solar)?
- Is the property connected to SA Water mains? If not, is mains water available?
- Is there a recycled water connection?
- What type of water meter is installed, direct or indirect? (An indirect meter may be located some distance from the property and could also serve other properties.)
- Are there external water taps or an irrigation system? Are they in good condition and working order?
- Does the property use alternative water sources such as rainwater or bore water? If so, are there specific maintenance requirements?

For more information, visit www.cbs.sa.gov.au

Disclaimer: This guide is for general information only. If you are unsure about any issue raised here, we strongly recommend seeking independent advice from a building inspector, legal adviser, or financial professional before proceeding with a purchase.

Form R4

Bidders Guide

Guide to the Sale of Residential Property by Auction
Land and Business (Sale and Conveyancing) Act 1994 – Section 24I and Section 24J(1)(f)

Under South Australian legislation, the agent conducting this auction must provide this guide to every person who registers to bid.

Who Needs to Register?

Anyone intending to bid at a residential property auction must register first. Registering does not mean you have to bid, it simply gives you the right to. You can register with the agent anytime before the auction, such as when inspecting the property or on auction day.

If you're bidding jointly (for example, with a partner), only one person needs to register but only the registered person can place bids.

If you're bidding on behalf of someone else, you must provide that person's name and submit written authorisation confirming you're allowed to bid on their behalf.

What You'll Need to Register

To complete your registration, please show the agent one of the following*:

- A current government-issued document or card (e.g. driver's licence, passport, health concession card, council rates notice)
- A recent bill or statement from a utility company
- A card or document issued by a bank (e.g. Visa or debit card)
- A passport issued by a foreign government

*You're not required to leave your documents with the agent or allow copies to be made.

If registering on behalf of another person, you'll also need to provide one of the accepted documents for that individual.

Please note: It is against the law to provide false information when registering to bid.

What Happens Once You're Registered?

The agent will give you a unique identifier. This may be a number, letter, colour or other symbol. Each time you make a bid, you must clearly display this identifier.

What If I Arrive Late?

If you arrive after the auction has started, the agent may choose to pause the auction to allow you to register. This is entirely at their discretion. Once registered, you are permitted to bid.

Form R4

Prescribed Auction Conditions

In addition to any other auction conditions displayed by the agent, the following standard conditions apply to all auctions of residential land:

- Anyone can bid at the auction. You may bid in person or through a proxy or representative, as long as you are registered.
- The vendor's reserve price is recorded in the auction record and remains confidential.
- To place a bid, you must be registered and meet the ID requirements. You'll receive a unique bidder identifier (such as a number, letter or colour) which you must display each time you bid. The auctioneer will announce this identifier with every accepted bid.
- The auctioneer can refuse a bid if they believe it is not in the vendor's best interest. No explanation is required.
- The auctioneer may place up to three vendor bids, but only below the reserve price. These will be clearly announced as "Vendor Bid".
- Bidding increments are at the discretion of the auctioneer.
- The person making the highest accepted bid at or above the reserve price will be declared the purchaser at the fall of the hammer.
- Late bids will not be accepted once the auctioneer has declared the sale.
- The purchaser and vendor must immediately sign the contract of sale after the fall of the hammer, unless otherwise agreed in writing before the auction.
- The purchaser must pay the deposit immediately after the auction. The amount will be specified in the auction conditions.
- The auctioneer has irrevocable authority to complete and sign the contract on behalf of either party if needed, particularly in the event of a breach by the purchaser.
- Cooling off rights do not apply to auction sales. This includes sales completed on the same day to a person who bid at the auction.

Note: Conditions of auction include both the standard conditions listed above and any additional conditions displayed by the auctioneer at the auction.

Dummy and Vendor Bidding

It is illegal for the vendor or anyone on their behalf to make a false or misleading bid at auction. This is known as dummy bidding and can result in a fine of up to \$20,000.

However, the auctioneer may place up to three vendor bids on the vendor's behalf. These bids must be clearly identified as "Vendor Bid" and must be below the reserve price.

Form R4

Interrupting Auctions

It is against the law to knowingly stop or harass another bidder during an auction.

This includes any behaviour intended to disrupt, delay, or cancel the auction.

A maximum penalty of \$20,000 applies.

Cooling Off Period

There is no cooling off period when buying at auction.

If you are the successful bidder, no further offers can be made or accepted. You will be required to sign the contract immediately after the auction ends. A 10% deposit is typically required at this time, unless you've made prior arrangements with the agent.

If the property is passed in and you made a bid during the auction, any contract you enter into on the same day as a result of continued negotiations will also not include a cooling off period.

Your Privacy

Your privacy matters. The agent is not permitted to share any information from the bidders register unless required by law or an authorised person under the Fair Trading Act 1987.

Form R5

Collusive Practices

Land and Business (Sale and Conveyancing) Act 1994 – Section 24L

Land and Business (Sale and Conveyancing) Regulations 2010 – Regulation 28

Collusion has no place in an open and fair auction.

Under South Australian law, it is illegal to engage in or encourage collusive behaviour at an auction. This includes any attempt to limit competition or influence the outcome of a sale unfairly.

A person must not do, induce, or attempt to induce another person to do any of the following:

- Refrain from bidding
- Bid only to a limited extent
- Take any action that restricts open and competitive bidding
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These behaviours may be considered collusive practices and carry a maximum penalty of \$20,000.

If you are not sure whether your actions may fall under this definition, seek independent legal advice before bidding.

Note: At all auctions of land or businesses, this form must be available for public viewing at least 30 minutes before the auction begins.

Form R6

Warning Notice to Purchaser

Agent Acting on Behalf of Vendor and Purchaser

Land and Business (Sale and Conveyancing) Act 1994 – Section 24F

It's unusual for an agent to act on behalf of both the vendor and the purchaser in the same transaction. In most situations, this is not permitted and may result in a penalty of up to \$20,000.

However, there are specific situations where this can occur without penalty. If the following applies to your purchase, the agent must give you this written notice, and you'll need to sign below to confirm receipt.

When This May Apply

The agent may act for both parties when:

- They are selling land or a business on behalf of the vendor
- The purchase of that land or business is subject to the sale of another property or business owned by you
- The agent is also acting on your behalf to manage the sale of that other property or business

If this applies to you, the agent must prepare a sales agency agreement for your other property or business. You may still be responsible for certain terms under that agreement even if your proposed purchase does not go ahead. This can include payment of fees. If you're unsure about your rights or obligations, we recommend speaking with an independent legal advisor.

Name of agent:

Signature of agent:

I, _____, the purchaser, acknowledge that the circumstances described above apply to me and authorise the agent to act on my behalf.

Signature of purchaser:

Date: / /

Form R7

Warning Notice

Financial and Investment Advice

Land and Business (Sale and Conveyancing) Act 1994 – Section 24B
Land and Business (Sale and Conveyancing) Regulations 2010 – Regulation 21

If a land agent or sales representative offers financial or investment advice during the sale or purchase of land or a business, they must provide this notice.

You should always consider whether the purchase suits your personal financial needs and goals. Before making any decisions, we recommend seeking independent legal and financial advice.

Important Note

Under section 24B of the Act:

- If the advice is given verbally, the agent must clearly state, "I am legally required to give you this warning," before offering advice.
- If the advice is given in writing, the agent must also provide this form at the same time or as soon as possible afterward. The warning must be printed or typed in a font no smaller than 12 points.

Form R7

Public Auction of Real Property

Terms and Conditions

1. The Auctioneer presents the Property for sale by auction

The Auctioneer, as authorised by the Agent acting for the Vendor, presents the Property for sale by auction on behalf of the Vendor. An offer to purchase the Property may be made by any person present in person or by proxy or representative ("Bidder") by making a bid at auction, subject to these Terms.

2. Bidders are bound by these Terms

By bidding at auction, a Bidder agrees to be bound by these Terms.

3. Vendor's reserve price

The Vendor's reserve price ("Reserve Price") will be as recorded in the Auction Record.

If the Reserve Price is not reached at auction, the Auctioneer and/or the Agent will attempt to negotiate with the highest Bidder. If no agreement is reached, the Auctioneer and/or the Agent may then negotiate with other Bidders and subsequently with any other interested parties.

4. Vendor may withdraw the Property from sale

The Vendor may, at any time before the Property is sold at auction:

- withdraw the Property from sale; or
- consolidate, divide, or otherwise alter the organisation or arrangement of the Property in any way deemed convenient by the Auctioneer.

5. Cooling-off rights do not apply

Cooling-off rights under section 5 of the Land and Business (Sale and Conveyancing) Act 1994 do not apply to:

- a sale by auction; or
- a sale on the same day to a person who has made a bid at the auction (whether in person or by their proxy or representative).

6. Registration of Bidders (Residential land only)

6.1 To make a bid at an auction for residential land (as defined in the Land and Business (Sale and Conveyancing) Act 1994), a person must be registered in the Bidders Register.

6.2 To be entered into the Bidders Register, the person must satisfy the Agent as to their identity by providing proof in the required form (e.g. driver's licence, passport, credit/debit card, utilities account, or similar documentation).

6.3 If a person is bidding on behalf of another ("Proxy Bidder"), they must produce a signed authority from that person or entity authorising them to bid on their behalf.

6.4 A person placing a bid must display their assigned bidding number, obtained through the registration process.

7. Bidding at auction

7.1 Proxies and representatives at auction

If the Proxy Bidder is the successful bidder and the Purchaser is not present to sign the Contract of Sale immediately following the auction, the Proxy Bidder will be required to sign the Contract on their behalf.

7.2 Bidder offers to purchase the Property

Each bid constitutes an unconditional offer to purchase the Property, which may be accepted by the Auctioneer.

7.3 Vendor may bid at auction

The Auctioneer may make bids on behalf of the Vendor. However, if the auction is for residential land, the Auctioneer may only make up to three vendor bids, and only for amounts below the Reserve Price. All vendor bids will be clearly announced as "vendor's bid".

7.4 Advancement of bids

Bidding increments during the auction will be accepted at the discretion of the Auctioneer.

7.5 Auctioneer may refuse any bid

The Auctioneer may refuse any bid if they believe it is not in the best interest of the Vendor. No explanation is required.

7.6 Bids are binding

Once accepted by the Auctioneer, a bid is binding on the Bidder and may not be withdrawn.

Form R7

7.7 Disputes concerning bids

If a dispute arises before or after the fall of the hammer (or other indication that the Property is sold), the Auctioneer will decide how to resolve the dispute. This decision is final and cannot be challenged or form the basis of a claim by any party.

7.8 Selection of the Purchaser and determination of the purchase price

A person accepted by the Auctioneer as having made the highest bid at or above the Reserve Price will be the Purchaser ("Purchaser"), and that bid will be the purchase price ("Purchase Price"). The Auctioneer will not accept a bid made after the fall of the Auctioneer's hammer.

7.9 The Purchaser must pay the deposit and sign the Contract

Subject to the determination of any Dispute, unless otherwise agreed in writing and advised prior to the commencement of the auction, the Purchaser, upon being acknowledged by the Auctioneer as the Purchaser, must:

7.9.1 Immediately complete all necessary details required by the Auctioneer to enter into a contract for the sale and purchase of the Property in the form of contract that is displayed by the Auctioneer at the auction ("Contract"); and

7.9.2 Immediately pay to the Auctioneer a deposit equal to ten percent (10%) of the Purchase Price; and

7.9.3 Complete the purchase of the Property in accordance with the terms and conditions contained in the Contract for the Purchase Price.

8. Auctioneer may sign the Contract

The Auctioneer will have irrevocable authority, after the fall of the Auctioneer's hammer, to complete and sign the Contract on behalf of the Purchaser or the Vendor, or both. Completion and signing under the Auctioneer's authority will be at the Auctioneer's discretion in the event of a breach by the Purchaser of any of the conditions of the auction. The party for whom the Auctioneer has signed the Contract is bound by the Contract.

9. Variations of Terms before auction

Where the Vendor has agreed in writing with a Bidder to vary these Terms or other conditions before the auction, those variations will apply to that Bidder only.

10. Property may be re-auctioned

10.1 If the Purchaser fails:

10.1.1 To pay the deposit; or

10.1.2 To execute the Contract

(or both) immediately after the fall of the Auctioneer's hammer, then the Purchaser is deemed by the Auctioneer to have breached their obligation to complete the purchase of the Property.

10.2 Where clause 10.1 applies, the Auctioneer or Agent is authorised by the Vendor to terminate the Contract and:

10.2.1 Re-auction the Property; or

10.2.2 Sell the Property by private treaty.

11. Vendor may sue Purchaser for damages

Notwithstanding clause 10.2, the Vendor may sue the Purchaser for damages for any failure to comply with these Terms and/or the Contract.

12. Holding over the auction

The Auctioneer may hold over the Property and re-offer it for auction at another time on the same day on terms and conditions as the Vendor may nominate.

13. Auctioneer may vary these Terms

Subject to legislative requirements, the Auctioneer is entitled to vary these Terms by announcement immediately before or during the auction, including advising registered bidders of any variations accepted by the Vendor.

14. Legal age of Purchaser

A Bidder must be at least 18 years of age.

15. Foreign Investment Review Board Approval

A person who wishes to bid for or purchase the Property warrants that they do not require approval from the Foreign Investment Review Board (or any similar organisation) for the purchase.

A person who requires such approval must make suitable arrangements with the Auctioneer prior to the auction.





Close the Door on Auction Day Stress

Congratulations on your purchase. As you step into your new home, here are a few things to consider:

- Have you arranged home insurance? A cover note from your insurer will help protect your property from day one.
- Have you paid your deposit? You can pay via EFT or bank cheque, ask your OC agent for details.
- Have you chosen a conveyancer? Share their details with us to keep things moving.
- Have you confirmed your loan details with your mortgage broker?
- Do you still own another property? Let's talk about selling or leasing options.

We're here when you need us, let's make your next chapter happen.

