



GREEN GUIDE

YOUR GUIDE TO BUYING AT AUCTION

52 Spring Rd, Springvale South

Presented by Duncan Le



 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



Jake McIntyre

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Originally from Hobart, Jake has spent the past five years honing his craft as both a Sales Agent and Auctioneer, quickly becoming known as one of the region's brightest young talents. His ability to connect with people, think fast under pressure, and deliver with authenticity has seen him build a strong reputation across Tasmania's property landscape. His trademark enthusiasm, paired with an unwavering commitment to honesty and integrity, makes him a standout in every setting.

Jake's passion for the auction process was clear from the start. As a two-time representative on the Australasian stage, he has consistently pushed the boundaries of what's possible – using his platform to promote the power of auction in a market not traditionally known for it.

Now, as he embarks on this exciting new chapter in Melbourne, Jake is eager to continue delivering exceptional outcomes for agents and their clients. With Apollo's national network and Melbourne's fast-paced auction scene, Jake is ready to elevate his skills and make an impact in one of the country's most competitive real estate environments.

■ 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.



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.



For more information, visit our website;
apolloauctions.com.au/faq/

Or scan the QR code to read all our FAQs



GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

SCHEDULE 1

Regulations 5 (1), 6 (1)(a), (2) and (6), and 7 (2) and (3) Sale of Land (Public Auctions) Regulations - S.R. No. 48/2024

1. The auctioneer may make one or more bids on behalf of the vendor at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid, or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction, refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Further to the above, please note; if any or all of the vendors are intending to bid at the auction, you will be notified by the auctioneer prior to commencement of the auction.

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

SCHEDULE 5

Regulation 6 (1)(b), (3)(b), (4)(b), and (5)(b) Sale of Land (Public Auctions) Regulations - S.R. No. 48/2024

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are 2 or more vendors, they are selling the property as co-owners.

Bidding by Co-Owners

Where there are 2 or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor Bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if —

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say “vendor bid” in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the 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/

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.