



- C. The Auction will be conducted live and via the medium of an online sale through the existing interface auction facility provided by Auctionsplus Pty Ltd.  
("AuctionsPlus System")
- D. The participant acknowledges that the Auction will take place live and via the computer based bidding facility as is provided in the AuctionsPlus System.
- E. SAL has provided to the participant by way of electronic means all documentation required to be provided, displayed or produced by an Agent undertaking the sale of real estate by Auction.

**THE PARTICIPANT NOW ACKNOWLEDGES AND AGREES** as follows:-

1. The participant has been provided with and received a copy of:-
  - (i) A Contract for Sale and Purchase;
  - (ii) The Form 1 Statement relevant to the said Contract;
  - (iii) Auction Terms and Conditions;
  - (iv) Forms 5 and 7;
2. The Participant will provide to SAL a photographic means of identification comprising:-  
Drivers Licence/Passport.
3. To participate in the online Auction the Participant will pay a (refundable) participation fee of ONE HUNDRED DOLLARS (\$100.00) by way of a credit card debit from an Australian Bank.
4. The participant grants to SAL its authority and power of attorney to execute a Contract for Sale and Purchase upon the Participant being nominated by SAL as the successful Purchaser.

5. Upon the Participant being notified of the execution of a Contract by SAL on the Participants behalf the Participant will pay the deposit named in the contract within one (1) business day of receiving such notification on the date of the online Auction.

6. Prior to making a bid online the Participant will:-\

- (i) Nominate the true legal description of the Participant to be endorsed on the Contract for Sale and Purchase;
- (ii) Nominate the Participants Solicitor or Conveyancer instructed to undertake their conveyancing pursuant to the Contract for Sale and Purchase;
- (iii) Confirm the Participant has the ability to comply with all covenants and conditions contained in the Contract for Sale and Purchase;
- (iv) Agree to bid at the notified increments as nominated by the Auctioneer.

7. The Participant acknowledges:-

- (i) To have received and read those documents referred to in paragraph 1 hereabove.
- (ii) That is has satisfied itself:-
  - (a) By physical examination as to the state of repair, condition and quality of the land offered for sale and the improvements thereon all of which is sold as it stands and as inspected as at the date of this Agreement.
  - (b) By enquiry to all relevant statutory authorities and Governmental authorities as to the use to which the land may be put and its zoning and planning restrictions.

(c) Is aware of any notices orders and requisitions issued in respect of the land and whether those notices, orders and requisitions have been satisfied.

(iii) Warrants to the Vendor and SAL that the Participant acknowledges that it has relied entirely upon its own enquiries and inspections of the land and accepts the land in the condition that it is in the settlement date and subject to any defects (whether latent or patent) and that the Participant will have no claim whatsoever against the Vendor or SAL or any employee or representative of SAL for any statement or representation or any other information whether written or oral, express or implied, made or given about the land.

(iv) That the Participant is under no legal disability and is able to participate in this Auction and comply with the conditions of the Contract For Sale and Purchase.

**SIGNED** by the **Participant**

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**SIGNED** for and on behalf of

**SOUTHERN AUSTRALIAN LIVESTOCK PTY LTD**

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