



**AuctionsPlus**

**Sample Emails to ensure protection for you**

**and your clients when negotiating post-auction**

- 1. Stock sold post-auction to the highest bidder, with delivery to occur within dates defined on assessment**

As per our conversation today, confirming the sale of (identification of lot e.g. Lot 123 / 40 Cows A/C Vendor name etc) in AuctionsPlus sale on (xxx date) for \$xxx/head.

The sale will be conducted in accordance with the AuctionsPlus User Agreement and Sale Terms, and payment to be made as per the Trading Terms outlined on the assessment.
  
- 2. Where stock are sold post-auction to a non-bidder, or buyer not registered with AuctionsPlus**

As per our conversation today, confirming the sale of (identification of lot e.g. Lot 200 / 350 Ewes A/C Vendor name etc) in AuctionsPlus sale on (xxx date) for \$xx/head.

The sale will be conducted in accordance with the AuctionsPlus User Agreement and Sale Terms, and payment to be made as per the Trading Terms outlined on the assessment.

Stock delivered within the nominated delivery dates will be subject to all tolerances outlined in the Sale Terms. As per the terms, any claim of misdescription must be made in writing within 48 hours of the arrival of the stock.
  
- 3. Stock Sold Post-Auction, to be delivered OUTSIDE dates defined on assessment**
  - a. Where stock are to be delivered according to Clause 6.3 of the AuctionsPlus Sale Terms: If the Purchaser requests an extension of the Delivery date and the Selling Agent or Vendor agrees to the extension of the Delivery date, the Purchaser forfeits all Delivery Assessment protections on factors that change over time, including weight, fat score and dentition*

As per our conversation today, confirming the sale of (identification of lot e.g. Lot 456 / 65 Steers A/C Vendor name etc) in AuctionsPlus sale on (xxx date) for \$xxx/head.

The lot will be delivered on (xx date), as per your request. As this is outside the delivery dates nominated on the assessment, please note that you may not make a claim of misdescription for factors that change over time, including weight, fat and dentition. As per the terms, any claim of misdescription on other factors must be made in writing within 48 hours of the arrival of the stock.
  - b. Where you and your client agree to deliver stock as per assessment, with all assessment misdescriptions protections in place*

As per our conversation today, confirming the sale of (identification of lot e.g. Lot 789 / 400 Lambs A/C Vendor name etc) in AuctionsPlus sale on (xxx date) for \$xx/head.

The lot will be delivered on (xx date). As agreed, although this is outside the delivery dates nominated on the assessment, the vendor will deliver the lot as per the assessment in accordance with the AuctionsPlus User Agreement and Sale Terms, with all protections and tolerances applicable in the event of any misdescription (including factors that change over time such as weight and fat score, but with the exception of normal changes in dentition relevant to age of stock). As per the terms, any claim of misdescription must be made in writing within 48 hours of the arrival of the stock.