

# TERMS OF ENGAGEMENT

Apollo Auctions – “The Company”

The Agency – “The Client”

The following are Apollo Auctions NZ Limited’s Terms of Engagement. Upon booking an Apollo Auctioneer these terms are attached via link to the bottom of each of our email confirmations. You are deemed to accept these Terms of Engagement in full, upon receipt, unless you notify us to the contrary in writing.

These Terms of Engagement, along with any fee charges, represent the legal contract between Apollo Auctions NZ Limited and the client

All of our Auctioneers are Licensee Salespeople through the REAA and Apollo Auctions NZ Limited hold Professional Indemnity and Public Liability insurance policies.

## **1.0 AUCTION BOOKING**

- 1.1 Auction bookings must be submitted at the start of an auction campaign to confirm availability.
- 1.2 Auction bookings must be booked and confirmed in writing via email to:  
[office@apolloauctions.co.nz](mailto:office@apolloauctions.co.nz)
- 1.3 Availability of the auctioneer must be confirmed before setting the advertising time and date.

## **2.0 AUCTION CANCELLATION**

- 2.1 Auction cancellation must be submitted via email
- 2.2 Cancellation includes, sold prior, withdrawn, and not called auctions
- 2.3 If the cancellation is within 21 days prior to the agreed auction date regardless of whether it is In-Rooms or On-Site, the full auctioneers fee will be charged.
- 2.4 If a property is cancelled outside of 21 days prior to the auction, any fee paid will be fully refunded, and any invoice will be credited to the agency or vendor.

## **3.0 PAYMENT**

- 3.1 Payment of auction invoices is required 14 days from date of invoice.
- 3.2 All fees are non-refundable

## **4.0 MISCELLANEOUS**

- 4.1 You consent to us, including the name of your company or group in Apollo Auctions NZ Limited’s publications relating to reports and statistical services.
- 4.2 We reserve the right to amend these terms by giving notice to you.

- 4.3 You will provide reasonable access to any files and documents relating to a specific property or properties that Apollo Auctions NZ Limited has had direct dealings with, in the event that Apollo Auctions NZ Limited wish to review them for the purpose of addressing any allegations, claims or actions which may be made against Apollo Auctions NZ Limited, or where Apollo Auctions NZ Limited are legally compelled to disclose documents to third parties.