



The Relocatable House Co.

Relocating houses, creating new homes.

Auction Listing Terms and Conditions

By placing a bid on this auction, you agree to execute a sale and purchase agreement in our standard form. A copy of the standard form sale and purchase agreement is available upon request.

Internet Auction Website Terms and Conditions

1 Definitions

1.1 **'we', 'us'** and **'our'** are a reference to BRC Trustee Limited trading as The Relocatable House Co. (TRHCo.);

1.2 **'you'** and **'your'** are a reference to the user of this website including any entity which you represent including your agents, directors, employees and contractors so far as applicable;

1.3 **'House for relocation'**, means second hand dwellings or new built transportable homes, cabins, studios or parts of homes for relocation that may be bought or sold through this website (“the Building”);

1.4 **'Member'** means a registered member of this Website who has been pre-qualified and meets TRHCo’s Internet Auction Pre-Qualification Requirements (Schedule I) prior to placing a bid;

1.5 **'Website'** means any website operated by us;

1.6 **'Listing'** means a listing on the Website for the sale or purchase of any House for relocation;

1.7 **'Seller'** includes any person placing a listing.

1.8 **'Buyer'** includes any person placing a bid.

2 Acceptance of Terms

2.1 By registering or using this Website you agree to be bound by these terms and conditions or any amended terms and conditions which we may impose from time to time without further notice to you other than publication on our Website.

2.2 These terms and conditions were last updated on 6 November 2020.

3 Parties to the Sale and Purchase of Relocatable Homes

3.1 For the avoidance of doubt, unless otherwise explicitly agreed or stated by us, you acknowledge that we are not a party to any agreement for sale and purchase of any House for relocation. We provide a medium which enables buyers and sellers to agree a price and other terms and conditions for the sale and purchase of a House for relocation. If a bid is accepted by a Seller, a Sale & Purchase Agreement will be signed between the Buyer and the Seller, facilitated by us. Even though the services are being referred to as an auction, TRHCo. is not an auctioneer (whether under the Auctioneers Act 1928 or otherwise).

4 Use at Your Own Risk

4.1 While we will take action when we become aware of any breach of these terms and conditions, you use this Website at your own risk. You release us from all liability arising from the misuse of Members or where false, misleading or incorrect information has been provided to us for inclusion on the website. You also release us from any liability for incorrect statement or statements which are inadvertently included on this Website, whether such statement was provided by a seller or was made as a result of human error. This does not prevent you taking action against the other party.

4.2 In the provision of information we act solely as a conduit and make no representation that the information is correct. You rely on the information on this Website at your own risk and should undertake your own due diligence to confirm any matters of significance to you.

4.3 All information (including house/Building features, illustrations, representations, specifications) and any visual representations on this Website is for information purposes only and is not intended to be relied or acted upon for any particular purpose.

4.4 If we become aware of a Member who is violating these terms and conditions we may take action up to and including summarily blocking access to the Website.

5 Operation of This Website

5.1 You acknowledge that we have no obligation to you to offer the uninterrupted use of this Website and we may refuse you access for any reason in our sole discretion. We may also remove listings and bids placed on the Website where there is or may be a breach of these terms and conditions or where it is otherwise necessary, in our sole discretion, to do so.

5.2 We make no representation nor provide any warranty in respect of the functionality or condition of this Website, its suitability for use, or that its use will be uninterrupted or error-free.

Overseas Use

5.3 We make no representation nor provide any warranty that the Website or its content are appropriate, available or lawful for use in any Country. To the maximum extent possible we exclude all liability in respect of any regulations or laws originating outside of New Zealand which may apply to a user or use of this Website from outside of New Zealand.

6 Membership and Ability to Bid on Auctions

6.1 Any person who is able to form a contract (e.g over 18 years old, of sound mind and is not an undischarged bankrupt) may become a member of this Website.

6.2 All information you provide must be accurate and if your information becomes incorrect you must notify us immediately (e.g. you move or your phone number/email address changes).

6.3 You may only register as a Member after you have been pre-qualified by us (by meeting our Internet Auction Pre-Qualification Requirements at Schedule I) and once we approve your subsequent registration.

6.4 Once you have successfully registered as a Member, you must be pre-qualified for each and every new Internet Auction you wish to bid on, prior to placing a bid. This is to ensure the integrity of the Auction process.

6.5 You will not disclose your membership login details to any third party and if you do disclose your membership login details in breach of this requirement then you are responsible and liable for all actions taken by any person using your login credentials.

6.6 Your membership of this Website may be revoked by us at any time for any reason.

7 Contacting You and Your Information

7.1 You acknowledge that we may contact you from time to time about your membership (e.g. to confirm your details) or to provide you with information relating to listings on our Website or other services. You can opt out of any promotional information at any time.

7.2 You agree that we may use your personal information to assist us to provide our service to you, for research purposes, to verify your identity, to enforce or apply our terms and conditions, to protect our rights, property, or safety and of our users.

7.3 We will not sell or allow third parties to access your personal information without your consent.

8 General Terms of Use of This Website

8.1 You must not take any action which may interfere with the operation of this Website.

8.2 You must not take any steps to complete a transaction outside of this Website for the purposes of avoiding our fees or being a party to the avoidance of our fees. In such cases we reserve the right to bring a claim against you for any loss that we suffer including and in the event that we are successful in such a claim you shall be liable for all legal costs and or other disbursements incurred by us.

As a Seller

8.3 When you list a house for relocation for auction on this Website you should do so with the intention of selling this house for relocation through the site. Therefore you should not advertise your house for relocation through any other another forum. If you request us to remove a listing for an auction you will incur a non-refundable withdrawal fee, regardless of the reason.

8.3.1 When you list a house on our Internet Auction Website, you warrant that you have unencumbered title to the Building and that you are fully authorised to sell the Building, without the need for consent or approval by any third-party person or entity.

8.4 You must not manipulate prices through ghost-bidding or assuming multiple roles in a single transaction whether this is undertaken by you personally or any other person for your benefit.

8.5 For auctions, the House for relocation will be sold to the highest bidder if the reserve price is met.

8.6 You agree to us contacting the buyer on your behalf when the auction closes.

As a Buyer

8.7 If you make a bid, it must be made in good faith and you must have the ability to complete the transaction if your bid is the successful bid.

8.8 You may not bid on any auction for any purpose other than as a purchaser in good faith. You may not be a party to any process which could have the result of artificially increasing the price.

8.9 You agree to us proving your details to the seller for completion of the transaction.

8.10 You must not place a bid unless you have been pre-qualified for every new Internet Auction (see Internet Auction Pre-Qualification Requirements Schedule I).

8.11 By placing a bid, you warrant and acknowledge that you have had sufficient time to read a Template Sale and Purchase Agreement and agree to be bound by the terms contained within should you place the winning bid.

8.11.1 Should you not agree to any of the terms of our Template Sale and Purchase agreement, you agree to raise these terms at the time of pre-qualification. Should you fail to raise such matters at the time of pre-qualification and subsequently place a bid, you will be deemed to have accepted the terms of the Sample Sale and Purchase Agreement (notwithstanding the Purchase Price, which is to be determined by the Internet Auction process).

8.12 Should you place the winning bid and should your bid be accepted by the Seller, you agree that you will be bound to complete the purchase and to sign and return an unconditional Sale and Purchase Agreement for the Building before 4:30PM on the same day the Internet Auction runs and closes (unless agreed otherwise in writing).

8.13 Failure by you to return an unconditional signed Sale and Purchase Agreement per clause 8.12 may result in a late fee being charged of \$200. You agree this late fee is reasonable to compensate for resulting administration, uncertainty and inconvenience.

9 Testimonials

9.1 We may request you provide a testimonial about the Service provided by us and the way the Website is managed.

9.2 On giving feedback or by completing customer satisfaction surveys you agree to us publishing it on our Website, or in other marketing material.

9.3 If you do not wish for your feedback/testimonials/survey results to be used by us . please email admin@relocatablehouses.co.nz.

10 Fees

10.1 You agree to meet the fees as set out on the Website or within our Exclusive Listing Agreement, whichever applies to you in the context. In the event that any fee is unpaid for a period of 7 days from its due date or is dishonoured for any reason then you agree to make immediate payment and in the event that you do not then We may charge you interest at a rate of 2% per month, compounding on the first day of each month. In the event that we incur costs (legal or otherwise) in recovering any unpaid or dishonoured amounts then we are entitled to add such costs to the amount you must pay.

11 Other Terms

11.1 **Partial Invalidity:** If any provision of these terms and conditions becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions, which shall continue in full force and effect.

11.2 **Governing Law:** These terms and conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

11.3 **Intellectual property rights:** We own all intellectual property rights in the Website and the software and other material underlying and forming part of the Website.

11.4 You may not without our prior written permission, in any form or by any means:

11.5 Adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or commercialise, copy, or on-sell any information, or items obtained from any part of this Website.

11.6 **Entire agreement:** These terms and conditions supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of these terms and conditions.

11.7 In Trade Buyer: Where the Seller is In Trade and the Buyer is in trade, the Seller and the Buyer agree that the Consumer Guarantees Act 1993 and sections 9 (Misleading and deceptive conduct generally), 12A (unsubstantiated representations), and 13 (False or misleading representations) of the Fair Trading Act 1986 will not apply.

Schedule I: TRHCo's Internet Auction Pre-Qualification Requirements

1 Overview

- 1.1 These pre-qualification requirements are necessary to ensure any prospective members and bidders are bona fide buyers, this is to enhance the integrity of the Internet Auction platform.
- 1.2 You must be pre-qualified before placing a bid;
- 1.3 You must be pre-qualified for every and each auction you intend to participate in.
 - 1.3.1 For clarification, if you have previously been pre-qualified for an auction and subsequently in the future decide you wish to bid in a new auction, you will need to be pre-qualified again to be eligible to bid in the new auction.

2 Requirements

In order to be pre-qualified to place a bid on our Internet Auction website, a prospective buyer must:

- 2.1 Have sufficient and readily available funds to complete a successful bid including but not limited to paying the deposit within the required timeframe.
- 2.2 Own or have legal and beneficial access to suitable land to transport the Building to or suitable storage.
- 2.3 Have completed sufficient due diligence to be sure they can practically and legally complete the relocation of the Building should they place a winning bid.
- 2.4 Receive and read our Template Sale and Purchase Agreement and satisfy yourself that the general terms are agreeable to you prior to placing a bid.
- 2.5 Have a one on one pre-qualification call or meeting with one of our Sales Consultants to:
 - 2.5.1 be confirmed as a bona fide buyer and suitable candidate for the Internet Auction platform in general (at our absolute discretion);

- 2.5.2 confirm and verify your identity and any other pertinent details we deem relevant.
- 2.6 Receive a **Confirmation Email** from one of our Sales Consultants confirming you are pre-qualified and therefore eligible to bid, prior to the auction opening.