

PUBLIC AUCTION FOR SALE OF LAND FOR OVERDUE RATES AND CHARGES
BY GLADSTONE REGIONAL COUNCIL
(Pursuant to Chapter 4 Part 12 Division 3 of *Local Government Regulation 2012*)
AUCTION TERMS AND CONDITIONS

This auction is being conducted in accordance with the provisions of Chapter 4 Part 12 Division 3 of *Local Government Regulation 2012*.

Bidders agree to be bound by the following terms and conditions:

1. Any property advertised for sale by Council shall be withdrawn from the sale list if payment of all overdue rates and charges together with costs is received before the auction.
2. All bidders are required to register their full legal name and address with the auctioneer prior to bidding and the full legal name and address of the proposed buyer if different to the bidder (eg: if buyer is a company or trust). Evidence of identity must be provided. Bids will not be accepted from unregistered bidders.
3. A bidder will be considered to be acting on their own behalf unless at the time of registration the bidder has provided a copy of a signed authority to bid for, or on behalf of, another person or entity.
4. All bids are considered GST inclusive.
5. All buyers (or their authorised agents) must be available to sign the Contract immediately after close of bidding for the relevant property. The property is at the Buyer's risk from close of bidding. The Contract is not conditional on finance approval or any inspections.
6. Council must set a reserve price for the property. If the reserve price is not reached at auction, the property shall be passed in. Council may then enter negotiations with any bidder who attended the auction. Any sale must be at a price not less than the reserve price for the property.
7. Properties are sold in an "as is – where is" condition. Council gives no representations or warranties as to the condition of any property, whether it complies with relevant laws and codes or the accuracy of any information provided. All bidders are responsible for making their own enquiries and searches in respect to the property prior to auction. Council is unable to authorise access to properties for inspections.
8. Properties are sold subject to any existing tenancies, easements or public infrastructure (eg sewer, water or stormwater pipelines), but clear of any mortgages, caveats or writs (pursuant to section 145(4) of *Local Government Regulation 2012*). Council is not responsible for providing vacant possession.
9. A 10% non-refundable deposit must be paid by cash, credit card or electronic transfer at the direction of Council on signing of the Contract. The balance purchase price must be paid within 14 days of the Contract Date.
10. Upon settlement of the sale contract, the buyer is responsible for stamping of the Transfer and registration of the Transfer with Titles Queensland. The Transfer cannot be lodged for registration using E-conveyancing because the Electronic Lodgment Network and/or Titles Queensland system does not have the functionality to complete a Transfer by a third party, and the Buyer will lodge an E-Conveyancing – Request Form with the Transfer Documents.