

BUNDABERG REGIONAL COUNCIL

CONDITIONS OF SALE BY PUBLIC AUCTION FOR SALE OF LAND FOR OVERDUE RATES

1. The Bidder warrants their ability to enter and complete the Sale in accordance with these terms.
2. The highest approved Bidder will be the Buyer subject to the reserve price and conditions pursuant to Chapter 4, Part 12 of the *Local Government Regulation 2012*.
3. The Seller may bid, either personally or by a representative.
4. Any person bidding on behalf of another person must provide the Auctioneer with a copy of their written authority before the Auction; otherwise the Bidder will be taken to be acting on their own behalf. Any person so bidding must have the legal capacity and authority to sign for and on behalf of the other person on the day of the Auction.
5. The cooling-off period pursuant to Part 7 Division 6 of the *Property Occupations Act 2014* does not apply to this sale.
6. All Bidders must be registered. The Auctioneer may register a person as a Bidder only if the person has provided their name and address and satisfactory evidence of their identity.
7. Bids will only be accepted by registered Bidders.

Bidders must use the numbered identifier provided by the Auctioneer to make a bid during the Auction.
8. The Auctioneer has the discretion to refuse to accept any bid from any person. A bid will be taken to be accepted and irrevocable unless the Auctioneer, immediately after it is made, refuses it.
9. The decision of the Auctioneer is final in all matters relating to the Auction and no Bidder has any right of recourse against the Auctioneer or Seller.
10. Without affecting condition 9, if there is any dispute over a bid, the Auctioneer may re-open the bidding and resubmit the Property for Sale starting with the highest bid accepted, or determine the dispute in any other way the Auctioneer considers appropriate in their absolute discretion.
11. Immediately on the fall of the hammer, the Bidder of the highest bid accepted (as Buyer) must complete and sign the Conditions of Sale document.
12. If the reserve price is not reached at the auction, the Seller may enter into negotiations with any bidder who attended the auction to sell the land by agreement. However, the price for the land under the agreement must not be less than the reserve price for the land.
13. A deposit of 10% of the successful bid is payable by 4:00pm on the Auction day. A Bank Cheque or cash for the **FULL** purchase price less the deposit is due and payable on **29 April 2025** between the hours of 9am and 12pm.

14. The Seller and the Buyer are required to sign all documents and do everything else necessary to transfer the Property to the Buyer. The Seller and the Buyer each appoint the Auctioneer their agent to sign the Contracts on their behalf. This appointment is non-revocable.
15. If the Buyer does not pay the deposit, at the Seller's option the result of the Auction will be treated as invalid and the Property may be resubmitted to public Auction at the risk and expense of the Buyer, or the Seller may otherwise deal with the Property as set out in the *Local Government Regulation 2012* or affirm the Sale and pursue their legal and other remedies against the Buyer as they see fit.
16. If the Property offered for Sale is purchased at Auction, it is the responsibility of the Buyer of the Property to:
 - a) lodge the Transfer with the Titles Office;
 - b) attend to payment of the relevant Stamp Duties; and
 - c) pay any other fees associated with lodgement of the Transfer.
17. The Buyer acknowledges that the electronic conveyancing (eConveyancing) mandate does not apply to this transaction.
18. Repayments – Buyer recognises that overdue rates can be paid at any approved council agency up to the time of the Auction. In the event that rates have been paid prior to the Auction, Bundaberg Regional Council will return all deposits paid for the Property to the successful Bidder and void the Sale.
19. The Buyer expressly acknowledges that the Property is sold in an “as is where is” condition with all patent and latent defects. The Council and its agents make no representations or warranties as to the state of the Property, the existence of building approval in relation to the construction of any works carried out on the Property, whether the construction works have been carried out in accordance with the building approval (if any). Further, no representation or warranty is given in relation to the current state of the Property and the Buyer expressly agrees not to make any claim against the Seller for any damage that may be caused to the Property by any cause or matter whatsoever from the date of this Auction.
20. It is the Buyer's responsibility to obtain vacant possession.

Buyer's Details:

Name

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Address

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Telephone:.....

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Signature of Buyer

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Signature of Bundaberg Regional Council
Chief Executive Officer or delegate

Dated / /

Dated / /