**TERMS AND CONDITIONS OF**
**SALE BY AUCTION OF PROPERTIES FOR OVERDUE RATES AND/OR CHARGES**

**TERMS AND CONDITIONS OF SALE OF LAND AT AUCTION**

This document is referred to as the 'Terms and Conditions' of Sale of Land. To bid at this Auction the registered bidder accepts these Terms and Conditions.

1. The land offered for sale (the '**Land**') by Redland City Council (the '**Council**') will be by way of a live online internet-based auction (the 'Auction'), and will be conducted by Council's appointed licensed auctioneer (the '**Auctioneer**'), pursuant to Council's statutory power of sale contained in the *Local Government Regulation 2012* (Qld) (the '**LGR**'), and relevant provisions of the *Local Government Act 2009* (Qld) (the '**LGA**').

2. The Auction will take place at 10:00am (AEST) on Tuesday, 27 October 2026, via a URL online internet-based auction platform at: https://widget.auctionslive.com/widget/presentations/Lr9e/view/rpR

3. To participate in the online internet-based auction you must be a registered bidder whose registration has been approved by Council, through Council's Auctioneer, and you must access the Auction, for the purpose of bidding, via the internet online link only.

4. All online bidder registration applications, together with all supporting material in proper form must be lodged electronically with Council's Auctioneer for approval by no later than 5:00pm (AEST) on Friday, 23 October 2026. PLEASE NOTE: ONLY registered bidders who have been approved by Council, through Council's Auctioneer, will be eligible to bid at the live online public auction. IMPORTANT: Bidders MUST register for each individual online auction. For example, if there are 5 properties being offered for sale by online auction and you wish to bid in each of the 5 online auctions, you must register for each of these individually, meaning you will need to register 5 times, one online registration for each property. The online bidder registration applications can be lodged at the online URL link relating to the specific property.

5. Before you will be eligible to bid on behalf of another person or company (including a body corporate/corporation), you must lodge with Council's Auctioneer written authorisation (hereafter referred to as the "Written Auction Authority'), from that person or company (including a body corporate/corporation) which you propose to bid on behalf, which must be lodged electronically with Council's Auctioneer by no later than 5:00pm (AEST) on Friday, 23 October 2026. This Written Auction Authority must confirm that you are expressly appointed and authorised as that person's or company's (including a body corporate/corporation) agent to bid at this Auction, pay the deposit, receive and sign the disclosure statement (if applicable), and enter and sign the Contract for Sale of Land for the Land at

this Auction. In the case of a company (including a body corporate/corporation), two directors or a director and secretary of the company must sign the Written Auction Authority expressly appointing and authorising you as the company's agent to bid at this Auction, pay the deposit, receive and sign the disclosure statement (if applicable), and enter and sign the Contract for Sale of Land for the Land at this Auction on behalf of the said company, including in accordance with sections 126, 127, 128 and 129 of the Corporations Act 2001 (Cth). In the case of a sole director company (including a body corporate/corporation) the Written Auction Authority must be signed by the sole director confirming that you are expressly appointed and authorised as the company's agent to bid, pay the deposit, receive and sign the disclosure statement (if applicable), and enter and sign the Contract for Sale of Land for the Land at this Auction, on behalf of the said company, including in accordance with sections 126, 127, 128 and 129 of the Corporations Act 2001 (Cth). In the context of a company (including a body corporate/corporation), a current full company search must be provided to Council's Auctioneer by no later than 5:00pm (AEST) on Friday, 23 October 2026. Whether the Council grants approval through the Auctioneer for an agent to bid on behalf of a principal at this Auction, pay the deposit, receive and sign the disclosure statement (if applicable), and enter and sign the Contract for Sale of Land for the Land at this Auction with Council, will be in the absolute discretion of the Council. In the case of a company (including a body corporate/corporation), the company warrants that the agent has been expressly so appointed in accordance with the memorandum and articles of association and or constitution of the said company.

6. Before a party is eligible to bid at this Auction, the Council or the Auctioneer must issue written approval that you are a registered bidder and eligible to bid at this Auction.

7. Only a registered bidder who has been approved by Council, through the Auctioneer, may bid at this Auction. The Auctioneer has the right to refuse to accept any bid from any registered bidder. A bid made by a registered bidder will be taken, where accepted, to be irrevocable and unconditional, unless the Auctioneer immediately after it is made refuses to accept the said bid.

8. Bids by way of telephone, short message service, other message services, email, facsimile and/or physical bids will not be accepted.

9. Council shall set a reserve price on the Land. If the reserve price is not reached during this Auction, the Land shall be 'passed in'. Council may in its absolute discretion, then enter negotiations for the sale of the Land with any registered bidder to sell the Land by agreement however the price for the Land must not be less than the reserve price.

10. No cooling-off period applies to this Auction. Following any negotiations after the Auction, Council will require the Buyer to waive any right to a cooling off period under the *Property Occupations Act 2014* (Qld). This is to be done by the Buyer executing a written notification of waiver of cooling-off period, which is attached at the back of the Contract for Sale of the Land.

11. All bids are made on an unconditional basis. The registered bidder acknowledges having read the disclosure statements (if any), these Terms and Conditions, and the Contract for Sale of the Land before bidding at this Auction. The registered bidder also warrants that prior to any bid being made, the registered bidder (including it/his/her principal, where one exists,) has had the opportunity to seek and receive independent legal, financial and accounting advice.

12. Where the successful registered bidder (or buyer) is a company (including a body corporate/corporation), notwithstanding and regardless of anything else contained in these Terms and Conditions, two directors or a director and secretary of the company (including a body corporate/corporation), must sign the Contract for Sale of the Land, including by affixing the company seal if the memorandum and articles of association or constitution of the company so require. In the case of a sole director company (including a body corporate/corporation), the Contract for Sale of the Land must be signed by the sole director, including by affixing the company seal if the memorandum and articles of association or constitution of the company so require. All directors must provide a Director's Guarantee which will form part of the Contract for Sale of the Land. For avoidance of doubt, the Auctioneer may also sign on behalf of the said company (including a body corporate/corporation) as its agent the Contract of Sale of Land for the said Land, for that purpose the said company appoints the Auctioneer as its agent.

13. At the conclusion of this Auction, and as requested by the Auctioneer, the successful registered bidder must execute the disclosure statement (if applicable) and the Contract for Sale of the Land electronically or as otherwise requested immediately upon conclusion of this Auction. No changes shall be made to the Contract for Sale of the Land at the conclusion of this Auction. All registered bidders (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer warrant that they have read and understood the terms contained in the Contract for Sale of the Land, and have had an opportunity to obtain independent legal professional advice from an Australian Lawyer, and advice from an accountant and a financial advisor, before this Auction. All registered bidders (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer warrant that they have undertaken all due diligence enquires, including but not limited to all searches, enquiries and investigations which they deem necessary, and have sought independent legal professional advice from an Australian Lawyer, and advice from an accountant and a financial advisor, before this Auction. All registered bidders (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer warrant that they have read and accept these Terms and Conditions.

14. Council, through its Auctioneer, reserves the right to request any registered bidder (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer to produce evidence they have the financial capacity and means to pay the amount bid.

15. Should it be required then the successful registered bidder (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer expressly appoints the Auctioneer as his/her/its agent and grants the Auctioneer an irrevocable authority to sign the disclosure statement (if applicable) and the Contract for Sale of the Land as agent of the said successful registered bidder (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer. Noting the provisions of sections 7 and 239A of the *Property Law Act 2023* (Qld).

16. Council shall apply the proceeds of sale in accordance with section 146 of the *Local Government Regulation 2012* (Qld). It may be that the proceeds of sale are insufficient to discharge all liabilities attached to the Land the subject of this sale and the successful registered bidder (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer may become liable for payment of same (including but not limited to for example, body corporate levies or charges, State or other government encumbrances or charges). Registered bidders (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer warrant that they shall make their own independent searches, enquiries and investigations, and seek independent legal, accounting and financial advice prior to this Auction.

17. Any Land advertised for sale by Council in relation to this Auction may be withdrawn from sale at any time should payment of the overdue local government rates and charges together with the expenses incurred by Council as a consequence of attempting to sell the Land be made. However, should the payment not be in 'cleared funds' at the time of this Auction, this Auction shall proceed as the Contract for Sale of the Land contains a clause that allows the Council to rescind the said Contract for Sale of the Land, should the payment tendered before or after this Auction become 'cleared funds' before settlement.

18. The registered bidders (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer shall make enquiries nearer the Auction date to ascertain what, if any, Land has been withdrawn from this Auction.

19. The registered bidder (including principals of any agents, when bidding is undertaken by a principal's agent), and buyer warrants that they have the ability, capacity and means to enter and complete the Contract for Sale of the Land, in connection with the purchase of the Land.

20. The Land is offered for sale by way of this Auction, on the basis that the highest registered bidder (or principals of any agents, when bidding is undertaken by a principal's agent) shall be the buyer subject to Council's approval, the reserve price being met, these Terms and Conditions being accepted, the terms contained in the Contract of Sale of Land being accepted, and the said Contract of Sale of Land being properly signed and entered into.

21. The decision of the Auctioneer shall be final in all matters relating, directly or indirectly to this Auction.

22. A registered bidder cannot retract a bid after it has been accepted by the Auctioneer. A bid will be taken to be accepted unless the Auctioneer refuses it.

23. (1) If there is any dispute over a bid or result, the Auctioneer may:

    (a) reopen the bidding; and/ or
    (b) determine the dispute (including but not limited to bid or result) in any way the Auctioneer considers appropriate in his/her absolute discretion.

    (2) All registered bidders agree and acknowledge that the Auctioneer's decision is final.

24. Council is unable to authorise inspections of the Land because it does not have possession of the Land and cannot grant access to the Land.

25. The successful registered bidder, the Council and the Auctioneer consent, for the purposes of the *Electronic Transactions (Queensland) Act 2001* (Qld), including any associated legislation, regulations and/or instruments (and/or legislation, regulation and/or instrument which supplements or replaces it) to the service and/or exchange of documents, including but not limited to the Contract for Sale of the Land, notice in accordance with section 100 of the *Property Law Act 2023* (Qld) and/or any other notices or documents or material, electronically, and the execution of any documents electronically.

26. Where the Land is sold at this Auction to the highest successful registered bidder, (as principal, and/or where that registered bidder is acting in the capacity of agent as agent on behalf of a principal, hereinafter referred to as the 'Buyer'), the Buyer must execute a Contract for Sale of the Land in connection with the Land immediately after this Auction.

27. The Buyer undertakes to buy the Land and the Council to sell the Land in accordance with the provisions as contained in Chapter 4, Part 12, Division 3 of the *Local Government Regulation 2012* (Qld), and the terms as contained in the Contract of Sale of Land.

28. In accordance with the provisions contained in section 145(4) of the *Local Government Regulation 2012* (Qld), following settlement of the Contract for Sale of the Land, a transfer will need to be lodged with the registrar of titles for the purpose of transferring the interest of the registered owner to the Buyer free of all encumbrances, other than an encumbrance that confers rights on the State of Queensland or other government entity or other encumbrance that remains because of any statute, for example body corporate levies or charges. It is the responsibility of the Buyer to satisfy itself that there are no encumbrances in favour of the State of Queensland or any other government entity or any other encumbrances or charges remaining because of any statute such as body corporate levies or charges, and in which case the Buyer shall indemnify and forever release the Council from any obligation or claim whatsoever.

29. The Land is sold free of all local government rates and charges accrued prior to the settlement date as set out in the Contract for Sale of the Land.

30. For avoidance of doubt, the Land is NOT sold, transferred, conveyed, or provided with vacant possession. It is for the Buyer to secure vacant possession at the Buyer's own expense, and Council shall have no involvement whatsoever in this regard, and the Buyer shall indemnify and forever release the Council from any obligation or claim whatsoever.

31. Any chattels located on the Land are not included in this Auction sale. It is the responsibility of the Buyer to deal with any chattels located on the Land according to Queensland and Australian law, at the Buyer's own expense, and the Buyer shall indemnify and forever release the Council from any obligation or claim whatsoever.

32. The Buyer warrants and acknowledges, that Council does not warrant, guarantee, promise or otherwise assure:

    (a) that vacant possession of the Land will be provided on the settlement date as set out in the Contract for Sale of the Land. [The Buyer acknowledges that it is the Buyer's sole responsibility to secure and obtain vacant possession after settlement at the Buyers own expense];
    (b) as to the condition, state of repair or suitability for any use of the Land and improvements/structures;
    (c) that the Land has historically, or is being used in accordance with approvals (if any) granted by the Commonwealth, State of Queensland, another State or Territory, or local government or instrumentality, government authority, or semi-government authority;
    (d) that any improvements/structures (if any), or anything else on the Land have been constructed in accordance with all applicable legislative requirements, including those of the State of Queensland or local government;
    (e) the Land, fixtures or chattels are not contaminated; and

    any actions required to correct any potential issues as to the matters referred to directly above will be at the Buyer's expense, and the Buyer shall indemnify and forever release the Council from any obligation or claim whatsoever.

33. If, at any time between the execution of the Contract of Sale of the Land and the settlement date as set out in the Contract for Sale of the Land, Council becomes aware that payment of the overdue rates burdening the Land was tendered prior to this Auction, then the Council may rescind the Contract for Sale of the Land by written notice to the Buyer in which event all monies paid by way of deposit are refundable to the Buyer without deduction, excluding accrued interest which shall be retained by Council.

34. If, at any time between the execution of the Contract for Sale of the Land and the settlement date as set out in the Contract for Sale of the Land, Council becomes aware that payment of the overdue local government rates and/or charges burdening the Land was or has been tendered following the Auction,

but prior to settlement taking place in accordance with the terms of the Contract for Sale of the Land, then the Council may rescind the Contract for Sale of Land by written notice to the Buyer in which event all monies paid by way of deposit are refundable to the Buyer without deduction, excluding accrued interest which shall be retained by Council.

35. The Buyer shall pay at the time of execution of the Contract for Sale of the Land immediately following this Auction a deposit of ten percent (10%) of the Purchase Price (plus GST if applicable) as identified on the Contract of Sale of Land. This is to be paid by EFT directly to Council.

36. If the deposit, or any money payable (including other money) under the Contract for Sale of the Land is not paid to Council when due, the Buyer must pay interest on the overdue money from the due date for payment to the date of the payment (both inclusive) at the rate of 10% per annum accrued daily. The parties acknowledge that this percentile is a reasonable amount.

37. If the Buyer defaults under the Contract for Sale of the Land, including as a result of nonpayment of the deposit upon execution of the Contract for Sale of the Land, in addition to any other entitlements Council may possess at law or in equity with respect to the Buyer's default, the Council may affirm, rescind or terminate the Contract for Sale of the Land.

38. Notwithstanding any other remedy available to Council, if Council terminates the Contract for Sale of Land, Council may:

    (a) declare forfeited any deposit paid;
    (b) bring proceedings against the Buyer for damages for any contravention;
    (c) declare forfeited any deposit paid and seek damages for any contravention;
    (d) recover from the Buyer as a liquidated debt so much of the deposit as the Buyer has failed to pay; and/or
    (e) seek declaratory and/or injunctive relief.

39. Notwithstanding any other remedy available to Council, if Council affirms the Contract for Sale of Land, Council may bring proceedings against the Buyer for:

    (a) specific performance;
    (b) damages for any contravention;
    (c) specific performance and damages for any contravention, and may recover from the Buyer as a liquidated debt so much of the deposit as the Buyer has failed to pay; and/or
    (d) declaratory and/or injunctive relief.

40. The Council and the Buyer shall each pay their own costs of and incidental to the sale and purchase of the Land.

41. Words and phrases defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (the GST Act) have the same meaning in these Terms

and Conditions unless the context indicates otherwise. This clause applies where the transaction is a Taxable Supply. If this clause applies, the purchase price (identified on the Contract of Sale of Land) shall be plus Council's liability for GST on the Supply of the said Land (property). The Buyer shall be obliged to pay any additional amount to the Council on account of GST on the Supply of the Property. Where GST is payable on the Supply of the Land, the Council must give to the Buyer a Tax Invoice. Unless indicated otherwise, the Purchase Price is exclusive of GST, and GST must be added to the Purchase Price identified in the Contract of Sale of Land where GST applies.

42. The registered bidder (including principals of any agents, when bidding is undertaken by a principal's agent) acknowledges that by registering to bid at this Auction, accepts these Terms and Conditions unconditionally.

43. Settlement is to take place on 17 November 2026 at the Settlement Venue under the Contract for Sale of Land, being the Council's Office at Corner of Middle St and Bloomfield St, Cleveland Qld 4163.

44. All registered bidders (including principals of any agents, when bidding is undertaken by a principal's agent), and Buyers acknowledge and warrant that all registered bidders (including principals of any agents, when bidding is undertaken by a principal's agent), and Buyers have satisfied themselves, including but not limited to obtaining all searches, making all inquiries, undertaking all investigations, seeking advice from legal professionals, accountants and financial advisors, or as is otherwise necessary in relation to the Land, before bidding for the Land at this Auction.

45. The laws of Queensland apply to this Auction and the way these Terms and Conditions, contained herein, are to be interpreted and applied.

46. NOTICE pursuant to section 100 of the *Property Law Act 2023* (Qld). The seller of the Land is Redland City Council. The Contract of Sale of Land gives effect to the exercise of a power under the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld) to sell the Land to recover overdue rates and/or charges. Before the Contract for sale of Land is signed by the Buyer, the Buyer acknowledges and warrants receiving this notification which states that the Buyer needs to make the Buyer's own enquiries about matters affecting the Land and the Redland City Council (as seller) is not required to comply with section 99 of the *Property Law Act 2023* (Qld).

47. A registered bidder (including principals of any agents, when bidding is undertaken by a principal's agent), and Buyer are taken to have accepted these Terms and Conditions by registering to bid or otherwise acting in accordance with these Terms and Conditions.

48. For more information visit: www.redland.qld.gov.au/Rates-fees-and-infringements/Rates/Sale-of-Land-for-Unpaid-Rates-or-Charges