

SALE OF LAND FOR OVERDUE RATES

TERMS & CONDITIONS OF THE AUCTION PROCESS

1. The land offered for sale (the '**Land**') by Whitsunday Regional Council (the '**Council**') will be by way of 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 *Local Government Regulation 2012* (Qld).
2. The Auction will take place at 10.00am **AEST on Friday 24 April 2026** at Whitsunday Regional Council, 83-85 Main Street PROSERPINE QLD 4800
3. To participate in the Auction you must be a registered bidder.
4. All intending bidders must register on the day of the Auction between 9:15am and 9:50am, provide photo identification in the form of Queensland Driver Licence or other identification acceptable to the Council or its representative in its absolute discretion.
5. No entry to the Auction chamber will be allowed after 10.00am commencement.
6. Payment of deposit must be made by Bank Cheque payable to Whitsunday Regional Council, cash, or by EFTPOS facilities, specifically by way of Debit card only. No other method of payment will be accepted.
7. Before you will be eligible to bid on behalf of another person, company or entity, you must provide to the Auctioneer written authorisation (hereafter referred to as the "**Written Auction Authority**"), from that person, company or entity which you propose to bid on behalf. This Written Auction Authority must confirm that you are authorised to bid, pay the deposit and receive and sign the disclosure statement (if applicable), and enter into and sign the Contract for Sale of Land. In the case of a company, two directors or a director and secretary of the corporation must sign the Written Auction Authority appointing you as its agent to bid for the Land at this Auction. In the case of a sole director company the Written Auction Authority must be signed by the sole director confirming that you are authorised as the company's agent to pay the deposit, and receive and sign the disclosure statement (if applicable), and enter into and sign the Contract for Sale of the Land, on behalf of the said corporation, in

accordance with sections 126, 127, 128 and 129 of the *Corporations Act 2001* (Cth). In the context of a corporation, a current full company search must be provided to Council. Whether the Council grants approval for an agent to bid and enter into a contract for sale of the land with Council, will be in the absolute discretion of the Council.

8. Only a registered bidder 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 the said bid.
9. All persons who register as a bidder (or joint bidder), or (in the case of an entity) all officeholders or authorised agents, must be in physical attendance at the Auction venue in order to sign the disclosure statement (if applicable) and the contract of sale upon the fall of the hammer.
10. In the event of dispute, the decision of the Auctioneer is final in relation to all matters pertaining to the Auction, and no registered bidder has any recourse against the Auctioneer's decision, or against Council whatsoever. Where there is a dispute, the Auctioneer may re-open the bidding and continue the Auction.
11. Telephone bids shall not be accepted. Electronic bids, including short message service (SMS) or email shall not be accepted.
12. Council, through its Auctioneer, reserves the right to request any registered bidder and or buyer to produce evidence they have the financial capacity to pay the amount bid.
13. 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.
14. 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.
15. All bids are made on an unconditional basis. The registered bidder and buyer acknowledge-having read the disclosure statement (if the Land is a lot within a community titles scheme) and the contract for sale of the land before bidding. A copy of those documents are available for review prior to this Auction at

www.whitsundayrc.qld.gov.au and will be available for review prior to the Auction at the Auction venue.

16. At the conclusion of this Auction, the successful registered bidder must execute the disclosure statement (if applicable) and the unconditional contract for sale of the Land (the '**Contract for Sale of the Land**') or as otherwise agreed immediately upon conclusion of this Auction. No changes shall be made to the terms of the Contract for Sale of the Land at the conclusion of this Auction. All registered bidders and buyers 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 before this Auction.
17. If the successful registered bidder/buyer is a corporation, two directors or a director and secretary of the corporation must sign the disclosure statement (if applicable) and the Contract for Sale of the Land, including by affixing the company seal if the articles or constitution of the company so require. In the case of a sole director company, the Contract for Sale of the Land must be signed by the sole director, including by affixing the company seal if the articles 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.
18. The successful registered bidder/buyer appoints the Auctioneer as his/her/its agent and grants the Auctioneer an irrevocable authority to sign the disclosure statement (if applicable) and the unconditional Contract for Sale of the Land as agent of the said successful registered bidder/buyer.
19. 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 and the buyer may become liable for payment of same (including but not limited to for example, body corporate levies, State or other government encumbrances).
20. Any Land advertised for sale by Council in relation to this Auction under the *Local Government Regulation 2012* (Qld) may be withdrawn from sale at any time should payment of the overdue local government rates and charges together with the costs incurred as a consequence of the selling process and procedure be received prior to the commencement of this Auction. 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 this Auction become '*cleared funds*' before completion.

21. It is suggested that enquiries be made nearer this Auction date to ascertain what, if any, Land have been withdrawn from the sale list. For the updated list of Land still proceeding, please visit www.whitsundayrc.qld.gov.au.
22. Council is unable to authorise inspections of the Land because it does not have possession and cannot grant access to the Land.
23. The Land is being sold in accordance with the provisions as contained in Chapter 4, Part 12, Division 3 of the *Local Government Regulation 2012 (Qld)*.
24. In accordance with the provisions contained in section 145(4) of the *Local Government Regulation 2012 (Qld)*, following completion 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. It is the responsibility of the registered bidder/buyer to satisfy itself that there are no encumbrances in favour of the State of Queensland or any other government entity.
25. The title to the land may contain an administrative notice. It is the responsibility of the registered bidder/buyer to satisfy itself that there are no such notices on title to the land, and where there are such notices on title to the land, it is the responsibility of the registered bidder/buyer to deal with, and or remove them (where desired) at the registered bidder/buyer's own expense. There is no obligation or requirement upon Council whatsoever to deal with, and or remove, and or assist in the removal of such administrative notices on title to the land.
26. The Land is sold free of all local government rates and charges accrued prior to the completion date as set out in the Contract for Sale of the Land.
27. 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.
28. The registered bidder/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 completion date as set out in the Contract for Sale of the Land. It is the buyer's sole responsibility to secure and obtain vacant possession after completion;
 - (b) as to the condition, state of repair or suitability for any use of the Land;
 - (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 (if any) on the land have been constructed in accordance with all applicable legislative requirement, including those of the State of Queensland or local government;

(e) the Land, fixtures or chattels are not contaminated; and

(f) actions required to correct any potential issues as per the matters referred to directly above will be at the Purchaser's expense.

29. If, at any time between the execution of the Contract for Sale of the Land and the completion date as set out in the Contract for Sale of the Land or any later completion date as agreed between Council and the buyer, 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.
30. If, at any time between the execution of the Contract for Sale of the Land and the completion date as set out in the Contract for Sale of the Land or any later completion date as agreed between Council and the buyer, Council becomes aware that payment of the overdue local government rates and charges burdening the Land was or has been tendered following the Auction, but prior to completion 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 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.
31. A deposit of 10% of purchase price is required to be paid by Bank Cheque, cash or by EFTPOS facilities, specifically by way of a Debit card only, upon being the successful highest bidder, with the balance of the sale price due on the completion date (which also includes the settlement date), being fourteen (14) days from the date of the contract of sale. A Bank Cheque will be required to effect completion. For any additional Land purchased, by the buyer, the buyer shall pay a separate 10% deposit in relation to each of the Land so purchased.
32. If the deposit, or any money payable (including other money) under the Contract for Sale of the Land is not paid 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).

33. If the buyer defaults under the Contract for Sale of the Land, including as a result of non-payment 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 or terminate the Contract for Sale of the Land.
34. 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 any other relief deemed appropriate by Council.
35. 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) seek any other relief deemed appropriate by Council.
36. Completion (settlement) of the Contract for Sale of Land is to take place on 1 May 2026 at the Whitsunday Regional Council Office at 83–85 Main Street, Proserpine Qld 4800.
37. All registered bidders/buyers are provided with notice that all registered bidders/buyers must satisfy themselves, including but not limited to searches, inquiries, advices or as is otherwise necessary in relation to the Land, before bidding and or purchasing the Land.
38. Where the Contract for Sale of Land indicates the sale of the land is subject to goods and services tax (GST), the price on the fall of the hammer will be exclusive of GST. This means that 10% GST shall be added to the price of the Land. For example, where the highest bid is \$100,000.00 upon the fall of the hammer, the Purchase Price will be \$110,000.00 which includes an additional

10% for GST.

39. The provisions of the Contract for Sale of Land deal with Foreign Resident Capital Gains Withholding requirements. Any registered bidder/buyer is expected to have read and received independent professional legal advice on the Contract for Sale of Land and in relation to the provisions therein pertaining to Foreign Resident Capital Gains Withholding before bidding at this Auction.
40. It is expected that before the registered bidder/buyer executes the Contract for Sale of Land, that such registered bidder/buyer has received independent legal professional and accounting advice before executing such Contract for Sale of Land, and that the registered bidder/buyer has had the opportunity to do so.
41. The laws of Queensland applies to this Auction and the way the terms of this notice are to be interpreted and applied.
42. For more information, visit www.legislation.qld.gov.au.