

***SALE OF PROPERTIES FOR OVERDUE RATES AND CHARGES***

***HELD AT [VENUE], IPSWICH***

***[DAY], [DAY OF MONTH] [MONTH] [YEAR] AT [TIME]***

***PROPERTY/PROPERTIES: [LIST ADDRESS/ADDRESSES]***

***CONDITIONS OF SALE***

On instructions from the Ipswich City Council ("**Council**") we offer for sale certain lands in accordance with the provisions of the *Local Government Regulation 2012*.

1. The properties offered are included in the lists as advertised, except such properties which have been withdrawn since the list was advertised or may be withdrawn prior to the commencement of the sale.
2. The properties offered include all fixed improvements but do not include any furniture, furnishings, or other moveable chattels.
3. Properties are sold in an "as is, where is" condition. Council neither guarantees nor infers compliance to building codes or use etc. Potential buyers should undertake whatever searches they consider appropriate prior to the auction. As indicated in Council's advertisements, all interested parties should have satisfied themselves of any development conditions that may apply to the properties.
4. Throughout this process, Council is unable to and does not authorise inspections of the property.
5. Council must place a reserve on any property under the *Local Government Regulation 2012*. If the reserve price is not reached at the auction, Council may (but is not obliged to) enter into negotiations with the highest bidder at the auction to sell the land by agreement. In that event, a sale of the property by agreement must be at a price greater than the highest bid for the property at the auction.
6. Where any person is bidding on behalf of another person, the bidder must first provide the Auctioneer with a copy of his or her written authority to bid and enter into a contract for sale and purchase of the property, prior to the commencement of the auction. Otherwise the bidder is deemed to be acting on his or her own behalf.
7. Council may bid on a property on offer at auction.
8. Each bidder warrants that he or she is not aware of any impediments to his or her bidding at the auction or to his or her ability to enter into a contract for sale and purchase as (or on behalf of) the buyer and complete the contract in accordance with its terms.
9. Subject to the reserve, the highest bidder will become the buyer. The Auctioneer has the right at his or her discretion to refuse any bid without assigning any reason and also has the right

before accepting any bid to demand that the bidder satisfy the Auctioneer that the bidder is in a position to pay the amount so bid.

10. Should any dispute arise as to the highest bidder or any other matter, the property in question may be put up again at the Auctioneer's discretion. In any such dispute, the decision of the Auctioneer will be final.
11. On the fall of the hammer or as arranged with the Auctioneer, the buyer is required to immediately pay a deposit of 10%. The buyer is also required to immediately execute a contract of sale to be provided by the Auctioneer. Copies of the contracts of sale will be available for inspection by prospective bidders.
12. If the buyer fails to pay the deposit on the fall of the hammer or within such extended time as the Auctioneer may allow, the buyer will forfeit all moneys paid by the buyer and all right to the purchase and the property may be resold by public auction at the option of Council and at the risk and expense of the buyer.
13. Where any property has a house erected upon it and the house is occupied or contains furniture, furnishings or other moveable chattels, the buyer will be required to take all necessary steps to obtain vacant possession at the buyer's own expense.
14. All lands sold will be free from Council rates up to the date of the auction.
15. **Any outstanding water and sewerage charges issued by Queensland Urban Utilities may become the responsibility of the buyer.**

Following are details of the outstanding balances of the accounts for the properties with Queensland Urban Utilities:

	[Property address]
Date of balances:	[Date]
(a) Account balance:	[\$Amount]
(b) Prior charges not yet billed:	[\$Amount]
(c) Special meter reading charges for water and sewerage access and water consumption charges:	[\$Amount]

Under section 53AU of the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009*, any of the overdue charge comprised in the category (a) account balance which is not satisfied from the proceeds of the sale of the property (excluding interest) will continue to be payable by the buyer.

The category (b) and (c) charges will become the responsibility of the buyer, along with additional charges which will have accrued since the date of the balances shown above.

16. The properties will be offered in such lots and in such order as may be decided by the Auctioneer at the time of the auction.
17. The description of each property is in accordance with information available but is not to be taken as the represented correct description of the property. The buyer will be required at his or her own expense and on his or her own responsibility to ascertain the true description of the land and to identify the property purchased. No representation whatsoever is made by Council or Auctioneer in this regard.
18. The terms of the contract entered into between Council and the buyer will prevail over these conditions to the extent of any inconsistency.

DISCLAIMER:

COUNCIL, ANY AGENT FOR COUNCIL AND THE AUCTIONEER GIVE NOTICE THAT INTENDING BIDDERS AND BUYERS SHOULD SATISFY AND INFORM THEMSELVES BY THEIR INSPECTION, SEARCHES, INQUIRIES, ADVICES OR AS IS OTHERWISE NECESSARY IN RESPECT OF THE PROPERTY OR PROPERTIES AND NEITHER THE AUCTIONEER NOR ANY PERSON IN THE EMPLOYMENT OF COUNCIL OR ANY AGENT FOR COUNCIL HAS ANY AUTHORITY TO MAKE OR GIVE ANY REPRESENTATION OR WARRANTY WHATEVER IN RELATION TO THE PROPERTIES BEING AUCTIONED.

**Terms are: 10% deposit and settlement 14 days after the auction date. Fuller and more detailed terms of sale are in the contract document.**