Government of South Australia
Department for Housing and Urban Development

Terms and Conditions
Apartment Fast Track Fund Program

October 2026

Terms and Conditions governing the Apartment Fast Track Fund Program

These Terms and Conditions govern the Program. By submitting an Application, You agree to be bound by these Terms and Conditions.

1 Definitions

Application means an application submitted by You to participate in the Program.

Application Fee has the meaning given in the Guidelines.

DHUD means:

a) the Treasurer for and on behalf of the Crown in right of the State of South Australia;

b) Department for Housing and Urban Development; and

c) any other South Australian government departments to which the Department for Housing and Urban Development delegates in respect of the Program.

Eligibility Criteria has the meaning given in the Guidelines.

Establishment Fee has the meaning given in the Guidelines.

Facility Fee has the meaning given in the Guidelines.

Guidelines means the Apartment Fast Track Fund Program Guidelines published by DHUD from time to time.

Program means the Apartment Fast Track Fund Program.

Program Documents means the documents that You will enter into with the Purchaser if Your Application is successful.

Property means the land and any buildings subject to the Application.

Purchaser means the Treasurer, for and on behalf of the Crown in right of the State of South Australia.

You means the applicant of the Program. Your and Yourself have the same meaning.

2 Eligibility

By submitting an Application, You warrant that You satisfy the Eligibility Criteria.

3 Costs borne by You

Any and all costs and expenses incurred by You in any way associated with the preparation and submission of an Application and participation in the Program, including attending meetings and discussions and providing additional information if required, will be entirely borne by You.

You must pay an Application Fee, Establishment Fee and Facility Fee, which are not refundable under any circumstances. These fees are due and payable in full at the times set out in the Guidelines. Payment of the Application Fee does not guarantee acceptance or approval of Your Application by DHUD.

4 Discussions with You

Any discussions with You cannot be relied upon unless subsequently confirmed in writing by DHUD.

5 Intellectual Property

DHUD is conscious of the need to protect Your intellectual and financial property.

Feedback and commentary that contain elements of intellectual property will be treated with the strictest confidence.

Intellectual property is to be distinguished from confidential information. The entitlement of a person to intellectual property does not depend on secrecy, but consistent with the general obligation of confidentiality, Your intellectual property will be kept confidential.

You should clearly indicate if any part of Your Application constitutes intellectual property, in the sense of property recognised and protected by law. Any claim by You that information constitutes intellectual property will be assessed and You may be asked to establish its proprietary interest before the claim is accepted.

6 Absence of obligations

No legal or other obligation will arise between You and DHUD and/or the Purchaser unless and until Program Documents have been entered into between the Purchaser and You.

Without limitation, DHUD and the Purchaser are not liable to You on the basis of any contractual, quasi- contractual or restitutionary ground or in negligence as a consequence of any matter or thing relating to or incidental to Your participation in the Program or Your Application.

7 Right to amend process

DHUD reserves the right to amend or terminate the Program by notice in writing to You which includes sending it to an email or postal address You have given to DHUD.

DHUD reserves the right to accept Applications to the Program at any time.

8 DHUD

In addition to its rights set out elsewhere in this Program, DHUD may, at any time and without giving reasons:

a) request that You submit additional information to support Your Application;

b) amend, suspend, discontinue or terminate the Program by notice in writing to You;

c) provide additional information or clarification to You;

d) not proceed with the Program at all;

e) not proceed with Your Application;

f) conduct a financial assessment of You through a financial assessment provider, and You will be required to make available sufficient information for the assessment to be undertaken including current and historical financial information including profit and loss statements, balance sheets, and cash flow statements, audited financial statements where available and cash flow forecasts, together with any other information reasonably required to undertake a financial assessment;

g) have regard to DHUD's knowledge and previous experience and dealings with You and information about past or current performance of You under any contract, arrangement or dealing with DHUD or other Government agencies;

h) accept or reject any Application which:

I. is in any way incomplete or irregular;

II. does not comply with any requirements and eligibility criteria of the Program,

and DHUD's decision to exercise any or none of the rights in the Program is final, and DHUD will not be liable to You because DHUD has exercised any or none of its rights contained in these Terms and Conditions.

9 Access

In submitting an Application, You grant DHUD and its representatives, a non-exclusive licence to access and inspect the Property from the date You submit an Application until the earlier of:

a) the withdrawal of Your Application;

b) refusal or non-approval of Your Application; or

c) when Program Documents have been entered into between the Purchaser and You.

DHUD or its representative agrees to:

a) give You at least two business days written notice before accessing the Property for the purposes in clause 0;

b) conduct inspections during normal business hours, unless otherwise agreed;

c) not cause or permit any actual or potential danger, risk or disruption in, on, to or from the Property, and must take steps necessary or desirable to manage and minimise risks, including the potential for damage to the Property; and

a) comply with all reasonable and necessary directions given by You in relation to work, health and safety while accessing the Property.

You agree to:

a) if applicable, obtain any consents from the owner of the Property to allow DHUD or its representative to access the Property for the purposes of this clause 0;

b) ensure safe and unobstructed access to the Property;

c) cooperate with reasonable requests made by DHUD or its representative during the access period.

You acknowledge that all information obtained during access to the Property under this clause 0 will be handled in accordance with these Terms and Conditions and used solely for the purpose of assessing the Property's value and suitability for the Program.

10 Disclaimer

You must rely on Your own investigations and satisfy Yourself in relation to all aspects of the Program. DHUD's employees, officers and consultants are not liable for any incorrect or misleading information or failure to disclose information whether in connection with these Terms and Conditions or at any other time.

DHUD reserves the right to review and change the information contained in these Terms and Conditions at any time and may do so by giving You prior notice, which notice may be given by way of publication on the Program website.

While the information in the Program has been formulated with all due care, DHUD does not warrant or represent that any information provided to You is free from errors or omissions. You must form independent judgments about any information in the Program. Seek independent advice and make your own enquiries.

The information contained in these Terms and Conditions is made available on the understanding that DHUD's personnel will have no liability (including liability by reason of negligence) for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the information and whether caused by reason of any error, omission or misrepresentation in the information or otherwise.

11 Discretion of DHUD

DHUD may exercise any power, right, discretion or remedy (however described) under this Program, in its absolute discretion, unless a Program Document expressly contemplates otherwise.

DHUD reserves the right to accept an Application that is not in accordance with these Terms and Conditions or does not meet the Eligibility Criteria.

DHUD can, at any time, conduct its own searches on You including, but not limited to, business, company or personnel history searches and credit checks.

Submission of an Application does not constitute acceptance or a guarantee of an offer or commitment by DHUD or the Purchaser. DHUD reserves the right to accept or reject any Application at its sole discretion without providing reasons.

An offer does not constitute a binding agreement between the parties. No legal obligations will arise unless and until Program Documents are executed by all relevant parties.

12 Requests for clarification or additional information

DHUD may, at any time, request from You clarification of Your Application or additional information about any aspect of Your Application. DHUD is not required to request the same clarification or information for each and every Application.

You must provide the clarification or additional information in the format requested by DHUD and by the date specified by DHUD. DHUD may take into account the information provided by You in the assessment of Your Application.

If You do not sufficiently respond, as determined by DHUD at its sole discretion, or do not provide the information by the date specified by DHUD, then DHUD may terminate the assessment of Your Application by notice in writing to You.

13 Application and Assessment

You must submit an expression of interest via the online platform or as otherwise directed by DHUD. DHUD may take into account any of the following information in the assessment of Your Application:

a) the result of DHUD's due diligence and associated searches;

b) information publicly available; and

c) any relevant information that DHUD may have in its possession.

DHUD will advise You in writing whether You will be invited to submit an Application.

14 Privacy and Personal Information Protection Notice

You are advised that all (if any) personal information required to be provided with Your Application is intended only for use by DHUD for the purpose of the assessment of Applications. The information will be stored by DHUD in accordance with the requirements of the *State Records Act 1997* (SA) and/or the Information Privacy Principles Instruction (Cabinet Administrative Instruction 1/89 and Premier and Cabinet Circular 12).

DHUD may also collect information about You from other people and organisations including credit reporting bodies. You consent to DHUD sharing and using Your personal information provided with Your Application with other organisations for the purposes of determining Your eligibility to participate in the Program and assessing Your Application.

DHUD may use systems to make automated decisions based on the personal information You have provided in Your Application or obtained from other sources such as credit reporting bodies.

You agree to promptly inform DHUD if any of the information You have provided is not correct or needs updating.

15 No contact

You must not make or otherwise initiate any direct contact with:

a) the Government of South Australia;

b) any Minister of the Government of South Australia;

c) any Public Service Senior Executives;

d) any Government department, statutory body or organisation of the Government of South Australia; or

e) any company or organisation that publishes or disseminates information or commentary through any media channel including newspapers, television, radio or any IT platform including any form of social media,

other than DHUD, to discuss the preparation of Your Application or any other element of Your participation in the Program. Should You do so, DHUD reserves the right to exclude Your Application from further evaluation and assessment.

16 Auditor-General

Nothing in the Program Documents derogates from the powers of the Auditor-General under the provisions of the *Public Finance and Audit Act 1987* (SA).

17 Machinery of Government Changes

You acknowledge that DHUD or the Purchaser may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liability or responsibilities of DHUD or the Purchaser may be transferred or vested in another entity.

You acknowledge and agree that these Terms and Conditions and any rights or liabilities DHUD or the Purchaser holds in connection with these Terms and Conditions may be novated, assigned or otherwise transferred from DHUD or the Purchaser to another agency or entity forming part of or constituted by the South Australian Government.

You acknowledge and agree that You are not entitled to make any claim against DHUD and/or the Purchaser arising from or in connection with any novation, assignment or transfer contemplated by this condition.

18 Debrief

If You are not successful, You may request a debrief within 30 business days of notification on the outcome of Your Application. The debrief may be provided in writing, by phone, or in a meeting, and will include feedback on Your performance, the strengths and weaknesses of Your Application, and an opportunity for You to provide feedback on the process.

19 Issues and Complaints

You can make a complaint by visiting https://dhud.sa.gov.au/ and completing the online complaint form.

Raising a complaint will not prejudice Your participation in current or future opportunities in the Program.

20 Conflict of Interest

You must declare any actual, potential, or perceived conflicts of interest in Your Application and notify DHUD immediately if one arises during the assessment process. A material conflict may result in the rejection or otherwise termination of Your Application.

21 Ethics and Inducements

You must not attempt to influence or offer inducements to DHUD representatives at any time. Any such conduct may result in the rejection or termination of your Application, as determined by DHUD in its sole discretion.

DHUD may request You to undertake such measures as may be reasonably required for ethical purposes in connection with the assessment of Your Application.

22 Anti-Collusion and Bid Rigging

You must not engage in any collusive bidding or anti-competitive conduct with any person, or any other unethical, improper or unlawful conduct in relation to this Program.

DHUD may involve the Australian Competition and Consumer Commission (ACCC) to provide assistance to DHUD in relation to any competition issues concerning You, Your Application or Your ongoing participation in the Program.

In addition to any other remedies available under law or any agreement, DHUD may exclude from further evaluation and assessment any Application that You have submitted, if You have engaged in any collusive bidding or anti-competitive conduct with any other person, or any other unethical, improper or unlawful conduct in relation to this Program.

You must not, and must ensure that Your consultants do not, use the improper assistance of any of DHUD employees or use information obtained unlawfully, unethically or in breach of an obligation of confidentiality to DHUD and/or the Purchaser in relation to this Program.

DHUD may exclude from further evaluation and assessment Applications which have been compiled:

a) with improper assistance from DHUD employees or any other person determined by DHUD from time to time;

b) using information improperly, unlawfully or unethically obtained from DHUD or third parties; or

c) as a result of unlawful, unethical or improper conduct.

23 Other Elimination Criteria

DHUD may exclude Your Application if it is incomplete, contains false declarations, or if You are insolvent, have a history of poor performance, or pose a security or reputational risk as determined by DHUD in its absolute discretion.

24 Confidentiality of Application Information

You must keep Your Application and the assessment process confidential and not make public statements without DHUD's consent. Disclosure is permitted only to those directly involved in the Application process and to Your financiers, accountants, lawyers and other professional advisors (provided that they owe a similar duty of confidentiality to You).

25 Notification of discrepancies

If You find any discrepancy, error or omission in these Terms and Conditions, or any other document provided by DHUD, You must notify DHUD in writing immediately.

26 Change in You

You must notify DHUD and obtain DHUD's prior written consent if You propose to:

a) substitute another legal entity to take over Your Application;

b) assign Your Application to another legal entity;

c) change or vary Your composition, ownership or beneficial ownership; or

d) change or vary Your shareholding;

from that outlined in Your expression of interest or Application prior to any offer to be part of the Program.

DHUD may request that You re-apply to the Program or provide DHUD with satisfactory evidence concerning that substitute entity and its ability to meet the requirements of the Program.

DHUD reserves the right to refuse to allow any such change where in DHUD's view the Program may be prejudiced or compromised or the change to the risk profile is unacceptable to DHUD, in its sole discretion.

27 Precedence of Documents

In the event of inconsistency and until such time as legal documents are duly exchanged between the parties, the order of precedence is:

a) these Terms and Conditions; and

b) any additional information provided by DHUD in writing.

28 Governing law and jurisdiction

This document is governed by the law of South Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of South Australia.

29 Further information

For further information please contact the Program team at: apartmentfund@sa.gov.au