**Subject to Prior Sale**

The parties acknowledge that the Buyer is unable to complete this Contract without selling their property situated at (insert property address). This Contract is subject to and conditional upon the following:

1. The Buyer entering a Contract (“the Prior Sale Contract”) to sell their property by (insert number of days or specify date); and
2. The Prior Sale Contract becoming unconditional by (insert number of days or specify date); and
3. The Prior Sale Contract settling on or before (or by) (insert number of days or specify date).

If any of these conditions are not fulfilled by the above dates, the Buyer may terminate this Contract by notice in writing to the Seller.

If the Seller does not receive notice of the satisfaction of any of the above matters by 5:00pm on the above due dates or waiver of the balance of the whole condition by that time then the Seller may by notice in writing to the buyer terminate this contract.

If the Contract is terminated pursuant to this clause, the deposit will be refunded to the Buyer in full.