

# Terms & Conditions

## 1. **Definitions** in this document:

**Actual Settlement Date** means the date the title for the property is transferred between the seller and buyer.

**Buyer** means the party noted as the buyer within the contract

**Buyer's Builder** means the building company noted in Option C on page 1 of the form.

**Contract** means the contract of sale for the property.

**Contract Date** means the date the contract is fully executed.

**Property** means the lot referenced on page 1 of the form, within the estate referenced to on page 1 of the form.

**Sales Incentive** means the Australian dollar amount quoted on page 1 of the form.

**Seller** means the party noted as the seller within the contract.

**Settlement Date** means the settlement date specified in the contract.

2. Offer is eligible on select blocks in the following participating Western Australian estates: Ariella Private Estate, Bushmead, Emerald Park, The Rivergums, Millars Landing, Karmara, The Brook at Byford and Byford on the Scarp. Offer is not eligible on the following: Now Living Spec Homes, Built at The Brook at Byford, Bushmead Overwatch Townhomes, Bushmead Kadina (stage 6) blocks and Bushmead lots 29, 39 and 51, Karmara lots 3, 17 and 18, Emerald Park lots 659, 660, 694 and 695.
3. The seller hereby agrees to provide the payment to the amount specified on page 1 (inc GST) as either a payment to the buyer at settlement (shown as a credit on the land settlement statement), payment to the buyer (paid within 28 days of land settlement) or payment to the buyer's builder (paid within 28 days of land settlement to the builder) the sales incentive provided all of the following conditions are met:
  - (a) the buyer/s sign the contract of sale between 2nd November 2019 and 31st March 2020;
  - (b) the buyer has correctly completed this form to the satisfaction of the seller, selecting either Option A: Payment to buyer at settlement, Option B: Payment to buyer's account or Option C: Payment to buyer's builder, on page 1 of this form.
  - (c) the actual settlement date is on or before 25th June 2020 irrespective of any financial extensions that have been provided to the buyer; and
  - (d) the buyer is not otherwise in default under the contract.
4. If the buyer is eligible, the seller will pay the sales incentive in accordance with the buyer's selection of either Option A: Payment to buyer at settlement, Option B: Payment to buyer's account or Option C: Payment to buyer's builder, on page 1 of this form.
5. The buyer declares the information provided on the form is correct and acknowledges and agrees that, if eligible to receive the sales incentive, payment of the sales incentive by the seller, discharges the seller of its obligation to the buyer under this agreement and the buyer will have no further claim against the seller in respect of this agreement. This clause will apply regardless of whether or not the buyer or builder has provided incorrect bank account details.
6. The buyer and seller acknowledge and agree that the sales incentive will be taken into account in determining the consideration for the supply documented in the contract for Goods and Services Tax (GST) purposes in accordance with GSTD 2006/3. This clause in no way changes the consideration required to be paid by the buyer to the seller as documented in the contract.
7. The seller reserves the right to withdraw or alter the sales incentive without notice.
8. By completing the form the buyer acknowledges they have read, understood and agree to be bound by these terms and conditions.
9. Sales incentive cannot be used with any other offer.