

THE

VILLAWOOD

COLLECTION



Terms and Conditions – Landscaping Promotion

The Promotion

In these terms and conditions and all advertisements relating to the Villawood Properties 'Landscaping' promotion (Promotion), Villawood Properties means the Villawood Properties entity selling land at the relevant residential development and its related entities (for details of the Villawood Properties entity, contact a Villawood Properties Sales Office).

The Villawood Properties residential developments participating in the Promotion are Waratah, Armstrong, and such other communities as may be determined by Villawood Properties. For full details of the Villawood Properties residential developments participating in the Promotion contact a Villawood Properties Sales Office.

Terms and Conditions

1. Landscaping offer

Purchasers of selected Lots within a participating residential development will be eligible to receive a front landscaping package. The precise value of the landscaping package will vary depending upon the landscaping package selected and the particular Lot.

The landscaping will be managed by a Villawood Properties nominated landscaping contractor who will be your point of contact.

The features included in the landscaping package will be defined by Villawood Properties. Purchasers who wish to include additional features may do so at their own expense. The package excludes the driveway, footpaths, nature strip, letterbox, outdoor lighting, fencing or any maintenance and/or replacement of the landscaping after completion.

2. Qualification

To qualify for the landscaping offer purchasers must:

- a. Purchase an eligible Lot within a participating residential development;
- b. Within 18 months of the date of registration of the plan of subdivision which created the Lot or such other period as may be advised by Villawood:
 - i. Complete construction of a residential dwelling on the selected Lot in accordance with the plans approved by the Design Assessment Panel;
 - ii. Obtain an Occupancy Permit for the residential dwelling;
 - iii. Complete all driveways and paths and all service connections;

- iv. Make the Lot ready for the installation of the landscaping package by clearing it of all building materials and waste (including gravel and other obstructions) and make it level (with any necessary retaining installed); and
 - v. Complete and submit the online application for the offer which can be found at villawoodproperties.com.au/landscaping in accordance with the instructions outlined;
- c. Use the Villawood Properties nominated landscaping contractor for the installation of the front landscaping package; and
 - d. Complete the landscaping in accordance with the relevant Design Guidelines.

3. Restrictions

The landscaping offer:

- a. is personal to the purchaser and is not assignable to any subsequent purchaser, nominee or transferee of the purchaser;
- b. is not available to any purchaser who is or has been in breach of any provision of the contract of sale for the purchase of the Lot either before or after settlement of the purchase;
- c. is not able to be applied for until the Occupancy Permit for the dwelling on the Lot has issued;
- d. is not able to be applied for after the expiration of 18 months from the date of registration of the plan of subdivision which created the Lot or such other period as may be advised by Villawood; and
- e. may be cancelled if the nominated landscaping contractor is not provided with access to the Lot to enable installation to be completed or is unable to install the landscaping package due to the Lot not being ready for installation and the purchaser fails to make the Lot ready within 7 days of being informed of the planned installation date.

4. Access to the Lot

Purchasers must grant the nominated landscaping contractor access to the Lot at all reasonable times to enable the installation of the landscaping package.

5. Images and descriptions

All drawings, photographs, images and descriptions are intended as a visual and descriptive aid only and may show features or inclusions which are not available for all purchasers.

Illustrations may show mature gardens. These have been provided to assist purchasers to choose a package type. The images may not accurately depict the landscaping package on initial installation.

Purchasers should make their own enquiries regarding the full specifications for any landscaping package that they are interested in and satisfy themselves before entering into any agreements or contracts in relation to the purchaser of the Lot.

6. General

Villawood Properties may cancel or make changes to these terms and conditions at any time without notice.

Purchasers must rely on their own enquiries in relation to the land contract and building contract relevant to any particular package.

All landscaping works will be undertaken by the Villawood Properties nominated landscaping contractor and not Villawood Properties directly.

Villawood Properties accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) suffered or incurred by purchasers as a result of or in connection with the landscaping works or the purchasers reliance on any information contained or accessed through any web site maintained by Villawood Properties in relation to the landscaping promotion. This disclaimer does not attempt or purport to exclude liability arising under statute or law if, and to the extent, such liability cannot be lawfully excluded.

To the extent permitted by law, all terms (including express or implied conditions and warranties, statutory or otherwise) are excluded and no warranty or representation as to the accuracy or suitability of any linked sites to the landscaping contractor or of the landscaping works themselves is made by Villawood Properties. Any reliance on this information is at the purchasers own risk.

7. Further Information

Please contact a Villawood Properties Sales Office for further information regarding the promotion.