

Villawood pays Your Builder Deposit up to \$25,000

Terms and Conditions

1. In these terms and conditions and all advertising material relating to the "Villawood will pay your builder's deposit" promotion (Promotion), Villawood means Villawood Management Pty Ltd.
2. The Promotion runs from 9am (AEDST) on 1 March 2019 and ends at 5pm (AEDST) on 30 November 2019 or such later date notified by Villawood by providing at least fourteen days' notice on www.villawoodproperties.com (**Promotion Period**).
3. The Promotion applies to selected residential lots (**Participating Lots**) at participating Villawood residential estates (**Residential Estates**) and builders participating in the Promotion (**Builders**). The Residential Estates are the Villawood residential estates known as Aquarevo, Albright, Aspire, Delaray, Rathdowne and Waratah. The Participating Lots are all lots within the Albright, Aspire, Delaray and Waratah residential estates, lots 454, 504, 551, 588, 638, 639, 665-668 and 670 within the Rathdowne residential estate and lots 501, 517, 518, 526, 530, 546, 548, 546, 601-607, 631-657, 824, 825, 827, 834, 836, 838, 848, 817, 818, 819, 820, 850, 857, 858, 860, 861, 862 within the Aquarevo residential estate. The nominated Builders are as included on Villawood Properties' website www.villawoodproperties.com.au
4. Subject to paragraph 7, the Promotion is available to each person (**Purchaser**) who:
 - a. during the Promotion Period enters into a contract (**Land Contract**) with a person or entity selling land at a Residential Estate for the sale of a Participating Lot;
 - b. within 120 days of the date on which the Purchaser enters into the Land Contract (and in any event before settlement under the Land Contract), enters into a contract (**Building Contract**) with a Builder for the construction of a dwelling on that Participating Lot (excluding medium density and spec homes); and
 - c. settles the land contract in accordance with the settlement terms thereof.
5. Subject to paragraph 7, Purchasers will be entitled following settlement of the Land Contract to have Villawood (or another person or entity nominated by Villawood) pay to the Builder on the Purchaser's behalf the deposit payable under the Building Contract, limited to a deposit of no more than 5% of the building contract price and up to a maximum amount of \$25,000 (inc GST). If the 5% deposit payable under a Building Contract equals an amount less than \$25,000, Villawood will pay (or procure to be paid) to the Builder the amount of the 5% as per the building contract price. If the 5% deposit exceeds \$25,000, Villawood will pay (or procure to be paid) \$25,000 to the Builder and the Purchaser will be obliged to pay to the Builder the amount of the deposit in excess of \$25,000.
6. For the avoidance of doubt, Purchasers will be required to pay the full deposit under the Land Contract.
7. In order for a Purchaser to receive the benefit of the Promotion:
 - a. the Builder must provide Villawood with a copy of the executed Building Contract within 10 business days of entering into the Building Contract; and
 - b. the Purchaser must contact Villawood Estate Sales Consultant prior to settlement of the Land Contract and provide Villawood with a copy of the executed Building Contract.
8. The Promotion is not available in conjunction with any other Villawood promotion or offer.
9. Villawood reserves the right to cancel, extend or make changes to the Promotion at any time.
10. Villawood reserves the right to withdraw any Participating Lots from the Promotion at any time.
11. Villawood gives no warranties and makes no representations about any Builder's ability to enter into or perform a Building Contract.
12. If a Building Contract is cancelled for any reason, the Purchaser is not entitled to the refund of any amount paid (or procured to be paid) by Villawood to the Builder on the Purchaser's behalf pursuant to this Promotion.
13. If a Purchaser pays any form of commitment fee or initial deposit to a Builder, the treatment of that payment is a matter between the Purchaser and the Builder only.
14. Villawood will not be liable for any liability, loss, damage or expense (including but not limited to direct, indirect or consequential loss or loss of profits), or death or personal injury, suffered or incurred (whether or not arising from any person's negligence) arising out of or in connection with this Promotion or a Building Contract (including any failure by a Builder to enter into or perform a Building Contract), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).