

Online Offer Terms and Conditions

Please read these Terms and Conditions before making an online offer. By making an offer to Villawood Properties the developer appointed by the land owner through the Oliver Hume website, you are accepting these Terms and Conditions.

In these Terms and Conditions

Unless expressed or implied to the contrary:

complete the online offer means signing a contract of sale for the land within 72 hours of making the online offer

contract of sale means an unconditional contract of sale of real estate for the land in the standard form used by the land owner

land means the lot selected by you and which is the subject of your online offer

land owner means the party that is or is entitled to become the registered proprietor of the land

Oliver Hume means Oliver Hume Real Estate Group Pty Ltd who is the real estate agent appointed by the land owner to market and sell the land on behalf of the land owner

required payment means the sum of \$5,000 plus the non-refundable transaction fee

vendor statement means the document required to be provided to the purchaser of real estate in accordance with Section 32 of the *Sale of Land Act 1962* before the purchaser signs the Contract of Sale.

we and **us** means Villawood Properties and Oliver Hume.

you means the person making the online offer.

By using the website to make an online offer, you confirm that you are at least 18 years old and are not a foreign resident.

Commencing an online offer

By completing and submitting an online offer form and making the required payment, you are commencing an online offer to purchase the land. At this point Oliver Hume will place a reservation on the selected land and remove the land from the market for a period of 72 hours to enable you to complete the online offer. The online offer will not be complete until we have authorisation to receive payment from your card issuer and you comply with the steps required to complete the online offer. We will not be liable if there is a delay in payment, and we will not accept your online offer if payment is not authorised. Your online offer will not constitute a complete offer nor will it create a binding contract of sale. Certain steps must be followed to complete the online offer and for a binding contract of sale to be formed, as described below.

Completion of an online offer

After you have made your online offer you will receive an email to acknowledge your online offer. It will confirm the land you have commenced an online offer on, but it will not constitute an acceptance of your offer. You will be provided with a vendor statement and contract of sale which must be completed and signed by you to complete the online offer.

We do not have to accept your online offer, and for example, we may not accept your online offer if:

- you do not complete the online offer by:
 - signing a contract to purchase the land that is not conditional upon satisfying any condition other than the registration of the plan of subdivision within 72 hours of commencing your online offer; and

- paying the full 10% deposit payable under the contract of sale
- we do not have the selected land available for sale
- your payment is not authorised
- there is an error on our website regarding the details of the land
- you have cancelled your online offer
- you are a foreign resident
- you do not intend to construct a home on the land as your principal place of residence
- you are not a member of the Villawood Platinum Club
- you have already made an online offer in relation to other land
- the person signing the contract of sale is someone other than you. We may request identification from you.

We reserve the right to refuse any online offer. Acceptance of your online offer will not occur until you have completed the online offer by signing an unconditional contract of sale to purchase the land and the contract of sale has been signed by the land owner.

Payment

Prices throughout the website are quoted in Australian dollars. Payment must be made by an Australian credit or debit card and your card will be debited for your online offer at the time it is made. The required payment less the transaction fee will be held by Oliver Hume as a holding deposit which will be refunded if you do not complete the online offer within 72 hours of making the online offer or if the online offer is otherwise not accepted by the land owner. Any refund will be processed within 72 hours of your failure to complete the online offer or the online offer otherwise not being accepted and paid as a credit back to your card of the total required payment less the transaction fee. The transaction fee is non refundable.

If you complete the online offer in accordance with these Terms and Conditions the required payment less the transaction fee will be treated as part payment of the deposit under the contract of sale.

Disclaimer

Whilst we make every effort to ensure that the information on this website is complete and correct we cannot warrant that this will always be the case. If the land you have placed an online offer on is unavailable, you will be notified as soon as possible. We do not accept any responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of any error, omission or misrepresentation in any information in this website.

We recommend that you confirm independently that the land in respect of which you wish to make an online offer meets all your needs and expectations and that you seek independent financial and legal advice prior to entering into a contract of sale.

Any images shown on this website are for illustration purposes only.

Changes to Terms and Conditions

We reserve the right to change these Terms and Conditions for making an online offer from time to time. If this happens, we will notify you by posting the new Terms and Conditions on the website. If you do not wish to be governed by the revised Terms and Conditions, you must not make any further online offers. These Terms and Conditions for making an online offer and payment are governed by and are to be construed in accordance with the laws of the Victoria. You and we agree to the non-exclusive jurisdiction of the Courts of Victoria and waive any right to object to proceedings being brought in the Victorian courts should any dispute arise.

If any part of these Terms and Conditions for making an online offer is found to be invalid by law, the rest of them remain valid and enforceable.