

***VILLAWOOD CARE WORKER SUPPORT PROGRAM TERMS & CONDITIONS (SOUTH AUSTRALIA)**

THE PROMOTION

Increases in land prices and land supply constraints have made it increasingly difficult for many care workers to purchase land. This promotion is designed to assist care workers with getting into the market. The Villawood Care Worker Support Program is an acknowledgment of the crucial role that care workers play in caring for our communities. Further, it is a commitment to provide tangible assistance to enable care workers to live in the communities in which they work.

The Care Worker Support Program is designed to assist care workers who would otherwise be unable to afford to purchase land by offering a rebate at settlement to eligible care workers, as outlined in the below Terms and Conditions, inclusive of income threshold requirements.

The Care Worker Support Program commences on 10 March 2023 and expires on 31 December 2024 or such other date as may be nominated by us.

Please read these Terms and Conditions. By making an offer to purchase a lot within a Villawood community under the Villawood Care Worker Support Program you are accepting these Terms and Conditions.

IN THESE TERMS AND CONDITIONS

Unless expressed or implied to the contrary:

care worker means a person who is considered by us to be a care worker which may include a health care worker including a nurse and an orderly, a registered teacher qualified to practice as a teacher in a South Australian primary or secondary school or early childhood centre, a child care worker, a member of the South Australian emergency services including the police service, fire service, SES and ambulance service, a person who is a current member of any branch of the defence force, an aged care worker or such other occupation as may be determined by us

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

exclusive release means the land that is set aside exclusively for care workers during the exclusive release period

exclusive release period means the period commencing on the release of the land to care workers and ending 2 months (or such other period as may be determined by us) thereafter

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

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

maximum income threshold means a gross annual income of \$100,000 where a single individual is the purchaser or a combined gross annual income of \$170,000 where multiple individuals are the purchaser

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

Villawood community means the residential developments in South Australia participating in the Promotion including Oakden Rise, St Andrews and William Lake and such other communities as may be determined by us. For full details of the participating communities contact a Villawood Properties Sales Office

we and **us** means Villawood Properties

you means the person making the offer

LAND RELEASE

Upon the public release of new land for sale within a Villawood community we will release certain land exclusively to care workers, with a minimum of one Lot per land release reserved exclusively for care workers. We may choose to adjust the release allocations from time to time. If care workers have not made offers to purchase land within the exclusive release and signed a contract of sale for the purchase of that land within the exclusive release period the land will be listed as available for purchase in the public release after a nominated period.

Individual care workers who:

1. make an offer and sign a contract of sale within the exclusive release period; and
2. whose place of work at the time of signing the contract and at settlement is within a 10km radius of the Villawood community that the lot is a part of or such other radius as we nominate; and
3. whose annual income at the time of signing the contract and at settlement does not exceed \$100,000 or such other amount as we nominate,

will receive a once-only rebate at settlement of:

- \$10,000 - if the purchase is for land only; or
- \$5,000 - if the purchase is for one of Villawood's VillaRange products or any house & land package considered by Villawood Properties as being a "Medium Density" or "Terrace" product.

If the land is purchased by more than one purchaser then to qualify for the rebate the combined income of all purchasers must not exceed \$170,000.

Only one rebate is available for each lot purchased irrespective of the number of eligible care workers purchasing the lot and no additional rebate can be claimed under any other Villawood promotion or support program.

ELIGIBILITY

This offer is exclusively for care workers. We do not have to accept your offer to purchase the land, and for example, we may not accept your offer if:

- you do not attend at the relevant Villawood community sales office during the exclusive release period and sign the contract of sale to purchase the land and pay the full deposit payable under the contract of sale
- you are a foreign resident
- you do not intend to construct a home on the land as your principal place of residence
- you have already made an offer or purchased other land in a Villawood community
- you do not provide the information requested by us or Oliver Hume such as independent documentary evidence establishing that you are currently employed as a care worker, the location of your principal place of work and your annual income

CLAIMING THE REBATE

Where you satisfy the eligibility criteria set out in these terms and conditions and your place of work is within a 10km radius of the Villawood community or such other radius as we nominate we will provide to you the rebate that applies to your purchase, which is to be applied at settlement of the purchase of the land as a reduction in the price payable by you. Only one rebate is available for each lot purchased irrespective of the number of eligible care workers purchasing the lot and no additional rebate can be claimed under any other Villawood promotion or support program.

This rebate:

- a. is personal to you and is not assignable to any subsequent purchaser, nominee or transferee;
- b. is not available to you if you are in breach of the contract of sale or the terms of the rebate by either:
 - i. not paying the deposit on the day of signing the contract of sale; or
 - ii. not completing settlement on the due date for settlement specified in the contract of sale; or
 - iii. not being a care worker whose place of work is within the prescribed radius of the Villawood community on the due date for settlement; or
 - iv. having an income that exceeds the maximum income threshold on the due date for settlement; or
 - v. not providing independent documentary evidence that satisfies us that you qualify for the rebate.
- c. is not able to be used in conjunction with any other Villawood Properties promotion.

You must tell us if you change your employment or your annual income changes between the time of signing the contract and settlement.

CHANGES TO TERMS & CONDITIONS

We reserve the right to change these Terms and Conditions 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 offers.

These Terms and Conditions are governed by and are to be construed in accordance with the laws of the South Australia. You and we agree to the nonexclusive jurisdiction of the Courts of South Australia and waive any right to object to proceedings being brought in the South Australian courts should any dispute arise.

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

FURTHER INFORMATION

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