

***VILLAWOOD CARE WORKER SUPPORT PROGRAM TERMS & CONDITIONS
THE PROMOTION (QUEENSLAND)**

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 discount to eligible care workers who construct a home within a Villawood community with a builder, as outlined in the below Terms and Conditions, inclusive of income threshold requirements and construction timeframes.

The Care Worker Support Program commences on 10th March 2023 and expires on 31 December 2023, 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:

builder means a builder participating in the Villawood Care Worker Support Program. For full details of the participating builders contact a Villawood Properties Sales Office

build contract means a contract between you and the builder for the construction of a home on the land

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 Queensland primary or secondary school or early childhood centre, a child care worker, a member of the Queensland 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 1 month (or such other period as may be determined by us) thereafter

design covenants means the design covenants contained within the contract of sale for the land in that stage of the Villawood community

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 (QLD) 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 participating in the Promotion including Eucalee 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 who will have the first option to choose a lot within the exclusive release. The exclusive release will be a limited release. We may choose to adjust the release allocations from time to time following the release of land. If the exclusive release is sold out then care workers will not be given any priority in the public release. 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.

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;
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;
4. enter into a build contract with a builder;
5. strictly comply with the design covenants;
6. commence construction of a home on the land by the date 6 months after settlement; and
7. complete construction of a home on the land by the date 18 months after settlement, will receive a once-only \$10,000 discount from the builder off the build contract.

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

Only one \$10,000 discount is available for each lot purchased irrespective of the number of eligible care workers purchasing the lot.

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

- you do not enter into a build contract with a builder participating in the Villawood Care Worker Support Program.

CLAIMING THE DISCOUNT

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 the builder will provide to you a discount of \$10,000 which is to be applied to the build contract as a reduction in the price payable by you. Only one \$10,000 discount is available for each lot purchased irrespective of the number of eligible care workers purchasing the lot.

This discount:

- 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, build contract or the terms of the discount 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;
 - v. not providing independent documentary evidence that satisfies us that you qualify for the discount;
 - vi. not entering into a build contract with a builder;
 - vii. not strictly complying with the design covenants;
 - viii. not commencing construction of a home on the land by the date 6 months after settlement; and
 - ix. not completing construction of a home on the land by the date 18 months after settlement.
- 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 Queensland. You and we agree to the non-exclusive jurisdiction of the Courts of Queensland and waive any right to object to proceedings being brought in the Queensland 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.