

## VILLAWOOD CARE WORKER SUPPORT PROGRAM (QUEENSLAND)

### THE PROMOTION

Increases in land prices and land supply constraints have made it increasingly difficult for many care workers to purchase land. The Villawood Care Worker Support Program (**Care Worker Promotion**) is designed to assist care workers with getting into the market. The Care Worker Promotion 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 Promotion 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.

### TERMS AND CONDITIONS (QUEENSLAND)

1. The current iteration of the Care Worker Support Program commences on 9.00am (AEST) 1 July 2025 and ends at 5:00pm (AEST) on 31 December 2026, or such other date as may be nominated by us, unless sold out prior (**Promotion Period**).
2. Please read these Terms and Conditions. By making an offer to purchase an Eligible Lot within a Villawood Community under the Care Worker Promotion you are accepting these Terms and Conditions.

### DEFINED TERMS

3. Unless expressed or implied to the contrary, in these Terms and Conditions:
  - a) **Builder** means a builder participating in the Care Worker Promotion. For full details of the participating builders contact a Villawood Community Sales Office;
  - b) **Build Contract** means a contract between you and the Builder for the construction of a home on the Land;
  - c) **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;
  - d) **Contract of Sale** means an unconditional Contract of Sale of real estate for the Land in the standard form used by the Land Owner;
  - e) **Eligible Lot** means a lot at a Villawood Community that has been selected by Villawood Properties for the Care Worker Promotion, as set out in Clause 4 below. For full details of the Eligible Lots, please contact a Villawood Properties Sales Office;
  - f) **Exclusive Release Period** means the period commencing on the release of the Eligible Lot to Care Workers and ending 1 month (or such other period as may be determined by us) thereafter;
  - g) **Design Covenants** means the Design Covenants contained within the Contract of Sale for the Land in that stage of the Villawood Community;
  - h) **Land** means the Eligible Lot selected by you and which is the subject of your offer;
  - i) **Land Owner** means the Villawood Properties entity that is or is entitled to become the registered proprietor of an Eligible Lot;
  - j) **Maximum Income Threshold** means:
    - a gross annual income of \$125,000 where a single individual is the purchaser; or
    - a combined gross annual income of \$195,000 where multiple individuals are the purchasers of the Land;
  - k) **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;
  - l) **Villawood Community** means only the following Villawood Properties residential developments in Queensland known as Eucalee and such other communities as may be determined by us (but excludes all residential developments in Victoria and South Australia). For full details of the participating communities contact a Villawood Properties Sales Office;
  - m) **we** and **us** means Villawood Properties; and
  - n) **you** means the person making the offer.

## **LAND RELEASE**

4. 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 an Eligible Lot. The Eligible Lot will be a limited release.
5. We may choose to adjust the release allocations from time to time following the release of an Eligible Lot.
6. If the Eligible Lot is sold out then Care Workers will not be given any priority in the public release.
7. If Care Workers have not made offers to purchase an Eligible Lot within the exclusive release and signed a Contract of Sale within the Exclusive Release Period the lot will be listed as available for purchase in the public release.

## **ELIGIBILITY**

8. The Care Worker Promotion applies only to Care Workers:
  - a) who make an offer and sign a Contract of Sale for an Eligible Lot within the Exclusive Release Period; and
  - b) whose place of work at the time of signing the Contract of Sale and at settlement of the Contract of Sale is within a 10km radius of the Villawood Community that the Land is a part of or such other radius as we nominate; and
  - c) whose annual income at the time of signing the Contract of Sale and at settlement of the Contract of Sale is below the Maximum Income Threshold or such other amount as we nominate; and
  - d) who enter into a Build Contract with a Builder; and
  - e) strictly comply with the Design Covenants; and
  - f) commence construction of a home on the Land by the date 6 months after settlement of the Contract of Sale; and
  - g) complete construction of a home on the Land by the date 18 months after settlement of the Contract of Sale.
9. We do not have to accept your offer to purchase the Land and we may not accept your offer or provide the Promotion if you are excluded because you:
  - a) do not satisfy the eligibility criteria in clause 8;
  - b) 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;
  - c) do not pay the full deposit payable under the Contract of Sale;
  - d) do not settle the Contract of Sale at the time and otherwise in accordance with the terms of the Contract of Sale;
  - e) are a foreign resident;
  - f) do not intend to construct a home on the Land as your principal place of residence;
  - g) have already made an offer or purchased other Land in a Villawood Community;
  - h) 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; or
  - i) do not enter into a Build Contract with a Builder participating in the Care Worker Promotion.

at any time before settlement of the Contract of Sale. You have an obligation to inform us if you were eligible when making an offer and entering into a Contract of Sale but your circumstances change before settlement.

## **CLAIMING THE DISCOUNT**

10. Subject to clauses 8 and 9, eligible Care Workers will receive:
  - a) a discount of \$10,000 provided to you by the Builder which is to be applied to the Build Contract as a reduction in the price payable by you.
11. 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 of the Contract of Sale; or

- iv. having an income that exceeds the Maximum Income Threshold on the due date for settlement of the Contract of Sale; or
  - v. not providing independent documentary evidence that satisfies us that you qualify for the discount; or
  - vi. not entering into a Build Contract with a Builder; or
  - vii. not strictly complying with the Design Covenants; or
  - viii. not commencing construction of a home on the Land by the date 6 months after settlement of the Contract of Sale; or
  - ix. not completing construction of a home on the Land by the date 18 months after settlement of the Contract of Sale.
- c) is not able to be used in conjunction with any other Villawood Properties promotion or support program;
  - d) is available for each Eligible Lot purchased irrespective of the number of eligible Care Workers purchasing the Eligible Lot and no additional grant, rebate or discount can be claimed under any other Villawood Properties promotion or support program.
12. You must tell us if you change your employment or your annual income changes between the time of signing the Contract of Sale and settlement.

#### **GENERAL**

13. 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.
14. These Terms and Conditions are governed by and are to be construed in accordance with the laws of 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.
15. 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 Promotion.