

**\$20,000 BUSHMEAD BONUS TERMS AND CONDITIONS**  
**14<sup>TH</sup> FEBRUARY 2018 – 31<sup>ST</sup> MARCH 2018**

The following terms and conditions apply to the \$20,000 BUSHMEAD BONUS

**SECTION A: \$20,000 BUSHMEAD BONUS**

1. The \$20,000 BUSHMEAD BONUS Consists of:
- (a) \$5,000 Sales Incentive;
  - (b) \$10,000 Bushmead Enviro Package; and
  - (c) \$5,000 premium fencing and front landscaping package.

**DEFINITIONS:**

- Actual Settlement Date:** means the date the title for the Property is transferred between the Seller and Buyer.
- Buyer:** means the party noted as the buyer within the Contract.
- Contract:** means the contract of sale for the Property.
- Contract Date:** means the date the Contract is fully executed.
- Property:** means the lot referenced on page 1 of the form, within the estate referenced to on page 1 of the form.
- Sales Incentive:** means the Australian dollar amount quoted on page 1 of the form.
- Seller:** means the party noted as the seller within the Contract.
- Settlement Date:** means the settlement date specified in the Contract.

**SECTION B: \$5,000 SALES INCENTIVE**

2. The Seller agrees to pay the Buyer, or the Buyer's Builder the Sales Incentive within 21 days of the Actual Settlement Date provided all of the following conditions are met:
- (a) the Contract Date is between 1 January 2018 and 31 March 2018;
  - (b) the Actual Settlement Date is on or before 30 June 2018, irrespective of any finance extensions that have been provided to the Buyer;
  - (c) the Buyer has correctly completed this form to the satisfaction of the Seller, selecting either Option A: Payment to Buyer or Option B: Payment to the Buyer's builder, on page 1 of the form;

- (d) the Actual Settlement Date is within 3 days of the Settlement Date; and
  - (e) the Buyer is not otherwise in default under the Contract.
3. The Seller will pay the Sales Incentive to the bank account nominated by the Buyer on page 1 of the form in accordance with the Buyer's selection of either Option A: Payment to Buyer or Option B: Payment to the Buyer's builder
  4. The Buyer declares the information provided on the form is correct and acknowledges and agrees that payment of the Sales Incentive by the Seller to the bank account nominated on the form, discharges the Seller of its obligation to the Buyer under this agreement and the Buyer will have no further claim against the Seller in respect of this agreement. This clause will apply regardless of whether or not the Buyer has provided incorrect bank account details.
  5. The Buyer and Seller acknowledge and agree that the Sales Incentive will be taken into account in determining the consideration for the supply documented in the Contract for Goods and Services Tax (GST) purposes in accordance with GSTD 2006/3. This clause in no way changes the consideration required to be paid by the Buyer to the Seller as documented in the Contract.
  6. The Seller reserves the right to withdraw or alter the Sales Incentive without notice.
  7. By completing the form the Buyer acknowledges they have read, understood and agree to be bound by these terms and conditions.

### **SECTION C: \$10,000 ENVIRONMENTAL PACKAGE**

#### **8. QUALIFICATION FOR ENVIRONMENTAL PACKAGE**

- (a) Subject to the Buyer:
    - (i) commencing construction of a dwelling on the Property that has been approved by the Seller within 12 months of Settlement;
    - (ii) the approved dwelling being completed within 24 months of Settlement; and
    - (iii) completing the environmental package application forms and returning the completed application forms to the Seller on or before the date being 4 weeks before practical completion of the dwelling to be constructed on the Property,
- the Seller shall provide to the Buyer a water tank and solar system in accordance with the terms and conditions.
- (b) The Seller has made the environmental package application forms available for download at:

[www.bushmead.com.au/resources-updates](http://www.bushmead.com.au/resources-updates)

Provided the Buyer applies for the environmental package in the form prescribed by the Seller, the Buyer shall automatically qualify for the environmental package, which consists of the following:

- (c) provision by the Seller of either:
  - (i) a slim line water tank with up to 1,500 litre capacity – for lots zoned R40 or greater; or
  - (ii) a slim line water tank with up to 3,000 litre capacity – for lots zoned R30 or less,(the **Water Tank**); and
- (d) provision by the Seller of a solar photo voltaic system, comprising photo voltaic panels and an inverter, with a capacity of up to 5kW (the **Solar System**).

## 9. WATER TANK

- (a) The Water Tank supplied by the Seller shall be delivered and installed to the Property prior to practical completion of the dwelling to be constructed on the Property and after the completion of the following minimum connection requirements:
  - (i) installation of a hard stand to suit the Water Tank;
  - (ii) installation of a water proof power point adjacent to the proposed location for the Water Tank;
  - (iii) installation of a downpipe located within 2 metres of the Water Tank, with a minimum roof catchment area of 40 square metres;
  - (iv) installation of an external 19mm copper mains connected water pipe (for water switch control) in the location shown on the Water Tank plan, which is attached to the application form,(in this clause, the **Minimum Connection Requirements**).
- (b) The Minimum Connection Requirements shall be completed by the Buyer at the Buyer's cost.
- (c) After the completion of the Minimum Connection Requirements, the Buyer must inform its builder to contact West Coast Poly (1800 555 185 / [info@westcoastpoly.com.au](mailto:info@westcoastpoly.com.au)) to request the delivery of the Water Tank.
- (d) The Water Tank must be connected by the Buyer's builder to the laundry and all water closets during construction of the dwelling on the Property.
- (e) The Water Tank shall be installed by West Coast Poly at the Seller's cost.

## 10. SOLAR SYSTEM

- (a) The Solar System supplied by the Seller shall be installed by Solgen prior to practical completion of the dwelling to be constructed on the Property and after the completion of the following minimum connection requirements:

- (i) installation of 2, 25mm heavy duty DC conduits, each labelled for solar with a 4mm (minimum) two core DC earth cable from inverter location to the roof;
  - (ii) installation of 4mm (minimum) two core and earth AC cable form inverter location to switchboard;
  - (iii) installation of a bi-directional metre; and
  - (iv) if smart wiring is being installed (which is optional), installation of an ethernet cable from the main panel to the inverter location,
- (in this clause, the **Minimum Connection Requirements**).
- (b) The Minimum Connection Requirements shall be completed by the Buyer at the Buyer's cost.
  - (c) After the completion of the Minimum Connection Requirements, the Buyer must inform its builder to contact Solgen (1300 660 704 / [www.solgen.com.au](http://www.solgen.com.au)) to request the delivery and installation of the Solar System.
  - (d) The Solar System must be installed by Solgen at the Seller's cost. Solgen shall determine in its discretion:
    - (i) the location on the roof of the dwelling where the Solar System shall be installed;
    - (ii) the configuration in which the Solar System shall be installed; and
    - (iii) the size of the Solar System that is installed (which may be smaller in capacity than 5kW).
  - (e) All small-scale technology certificates that accrue in respect of the Solar System shall be retained by Solgen and no consideration shall be payable by Solgen to the Buyer in-lieu of providing the small-scale technology certificate.

## 11. ADDITIONAL TERMS AND CONDITIONS

- (a) The Buyer shall not be entitled to a reduction in the Purchase Price or rebate or other consideration if the Buyer does not apply for and consequently does not receive the Water Tank or Solar System.
- (b) The Buyer acknowledges and agrees that the Seller has no liability whatsoever in respect of the Water Tank and Solar System, including without limitation, in respect of any defect in the Water Tank or Solar System and as a result of consequential or indirect loss or damage caused by the Water Tank or Solar System.
- (c) If the Buyer has a warranty claim in respect of either the Water Tank or the Solar System:
  - (i) the claim in respect of the Water Tank must be directed to West Coast Poly; and
  - (ii) the claim in respect of the Solar System must be directed to Solgen,and no warranty claims may be directed to or brought against the Seller.

#### **SECTION D: BUSHMEAD PREMIUM FENCING AND FRONT LANDSCAPING PACKAGE**

- (a) Subject to the Buyer:
- (i) commencing construction of a dwelling on the Property that has been approved by the Seller within 12 months of Settlement; and
  - (ii) the approved dwelling being completed within 24 months of Settlement,
- the Seller will provide at no cost to the Buyer:
- (iii) a “Waterwise” garden to the front of the dwelling (as described in the Cedar Woods Sustainable Living Guide); and
  - (iv) a colorbond fence to the external boundaries behind the building setback line,
- (b) If the Buyer fails to:
- (i) commence construction of a dwelling that has been approved by the Seller within 12 months of Settlement; or
  - (ii) complete the construction of the dwelling on the Property and inform the Seller of the completion of a dwelling on the Property on or before the date being 24 months after Settlement,
- then the Seller shall have no obligation to provide the incentives as outlined in Special Condition 3(a).
- (c) The Seller has made the Cedar Woods Sustainable Living Guide available for download at:
- [www.bushmead.com.au/resources-updates](http://www.bushmead.com.au/resources-updates)

The following terms and conditions apply to the provision of the premium fencing and landscaping package:

#### **12. QUALIFICATION FOR PREMIUM FENCING AND LANDSCAPING PACKAGE**

To qualify for the Premium Fencing and Landscaping Package (**F&L Package**) the Buyer must:

- (a) have completed the construction of a dwelling on the Property on or before the date being 24 months after Settlement, in accordance with this contract, the plans approved by the Seller and in accordance with the estate Design Guidelines and without breaching the Restrictive Covenants;
- (b) return a completed Fencing and Landscaping Application Form in the form made available by the Seller at [www.bushmead.com.au/resources-updates](http://www.bushmead.com.au/resources-updates) (**Application**) to [rebatesWA@cedarwoods.com.au](mailto:rebatesWA@cedarwoods.com.au), accompanied by a clear photo of the completed dwelling’s front elevation:
  - (i) at least 4 weeks prior to date of occupancy; and

- (ii) on or before the date being 24 months after Settlement;
- (c) be the applicant on the Application; and
- (d) not have on-sold the Property.

### 13. TERMS AND CONDITIONS APPLICABLE TO THE F&L PACKAGE

- (a) Upon the Seller receiving an Application that qualifies the requirements of clause 1 above, the Seller shall:
  - (i) countersign the Application;
  - (ii) provide a copy of the fully signed Application (**Approved Application**) to the Buyer via email; and
  - (iii) provide the Buyer with the contact details of the Seller approved fencing and landscaping contractors (**Contractors**).
- (b) Prior to the Contractors installing the F&L Package at the Property the Buyer must have:
  - (i) repaired all damage to footpaths, kerbing and verge landscaping immediately in front of the Property that occurred between Settlement and the date of the Application to the standard required by the local government authority;
  - (ii) installed all hardscaping on the Property in accordance with the plans approved by the Seller (footpaths, kerbing, planter boxes, driveways, etcetera);
  - (iii) installed a 90mm PVC duct under the driveway, 4 metres from the garage for landscaping reticulation (this sub-clause does not apply to laneway lots);
  - (iv) installed a power point in the dwelling's meter box;
  - (v) cleared the area in front of the dwelling to approximately 40mm below the levels of concrete/paving; and
  - (vi) arranged for the Buyer's builder to install boundary pegs in visible locations accurately marking the Property's boundaries.
- (c) The Buyer must make available to the Contractor, at the Buyer's cost, water and electricity, to enable the Contractors to complete the installation of the F&L Package.
- (d) The Buyer must use all reasonable endeavours to:
  - (i) liaise with the Contractors to arrange for the installation of the F&L Package; and
  - (ii) have the F&L Package installed on the Property,  
  
within 3 months from the date of the Approved Application. If the Buyer has not used its best endeavours to liaise with the Contractors and have the F&L Package installed within 3 months of the date of the Approved Application, the F&L Package shall lapse and the Buyer will have no further entitlement to the F&L Package.
- (e) The Buyer must inform the Buyer's builder of the fencing and landscaping installation dates and ensure that the Buyer's builder either:

- (i) provides access for the Contractors to the Property; or
  - (ii) is not on the Property and the Property is free from the Buyer's builder's equipment on the installation dates; and
  - (iii) does not interfere with or obstruct the installation of the F&L Package.
- (f) The Buyer acknowledges that the Seller has developed the lots to the correct levels and that if the Property's ground levels have been altered, it will be because of the Buyer's builder's actions. The Buyer must, at the Buyer's cost:
- (i) clean (from rubbish and obstructions) and level the Property; and
  - (ii) pay for any fill, plinths and/or retaining required to complete the installation of the F&L Package,
- prior to the installation of the F&L Package.
- (g) An Approved Application is not exchangeable or redeemable by the Buyer for cash.

#### **14. LANDSCAPING: ADDITIONAL TERMS AND CONDITIONS**

- (a) To complete the Landscaping component of the F&L Package, the Seller shall provide a street tree, an assortment of shrubs and mulch, roll on turf, landscaping to verge at the Seller's discretion and an irrigation system forward of the building line.
- (b) The Landscaping component of the F&L Package does not include any hardscaping, paving, kerbing, walls or aggregate concrete.
- (c) The Buyer shall inform the Contractor if any water pipe work is located under driveway that may be used to connect to reticulation.

#### **15. FENCING: ADDITIONAL TERMS AND CONDITIONS**

- (a) Neither the Contractors nor the Seller are required to reinstate any boundary pegs that are missing or not visible. Any missing or non-visible boundary pegs must be reinstated with visible boundary pegs on the boundaries of the Property at the cost of the Buyer.
- (b) The Seller and fencing contractor are not liable to repair, move or replace a fence installed in-line with the boundary pegs if the boundary pegs are not in the correct locations marking the boundaries of the Property.
- (c) All fences installed into limestone/laterite will be installed in the centreline of the wall and in-line with that centre-line for the entire length of the fence on that boundary.
- (d) All fences installed into sand will be installed to the existing level of the sand on the Property on the installation date.
- (e) If the Buyer requires the fence height to suit paving heights, the Buyer shall advise the Contractor prior to installation of the fence.
- (f) The Contractor shall not provide capping to fence posts when installing the fences.
- (g) The fences will be installed 1 metre behind the front building line.
- (h) Rear laneway fences will be installed 1 metre from the laneway to allow for a bin pad.

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- (i) For fencing on secondary street boundaries for corner lots, the fencing will be installed up to 1 metre behind the front facade building line.
- (j) Side gates and fence returns (between the fence on the boundary and the side of the dwelling) are not included in the F&L Package. A Buyer may request the Contractors to install side gates and/or returns at the Buyer's cost.