

# Terms & Conditions



**1. Definitions:** In this document:

**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.

**2.** The Seller agrees to pay the Buyer, or the Buyer's Builder the Sales Incentive within 28 days of the Actual Settlement Date provided all of the following conditions are met:

- (a) the Contract Date is between 9th November 2018 and 7th December 2018;
- (b) the Actual Settlement Date is on or before 15th June 2019, 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.