

## **Forrest Green The Precinct Terms and Conditions – 5% Deposit**

### **In these terms and conditions:**

- (a) Seller means Barwarre Road Pty Ltd ACN 659 045 931
- (b) You means the purchaser under a Contract.
- (c) Contract means a binding contract of sale entered into by the Seller and You in relation to a Lot.
- (d) Lot means a parcel of land in the estate known as 'Forrest Green The Precinct', Armstrong Creek Town Centre, Main Street, Armstrong Creek VIC 3217.
- (e) Price means the advertised price listed on the Seller's website.
- (f) Promotional Material means any brochure, advertisements or other materials designed to garner interest in the Lot or in the 'Forrest Green The Precinct' estate.
- (g) Reduced Deposit Amount means 5% of the purchase price of the Lot.
- (h) Start Date means Saturday 12 November 2022; and
- (i) Offer Expiry Date means 30<sup>th</sup> June 2024 unless otherwise determined by the Seller at any time at the Seller's absolute discretion.

### **The following terms and conditions apply to this promotion:**

- 1 You acknowledge that this promotion is not to be combined with any past, present, or future promotions for Forrest Green The Precinct.
- 2 The 5% deposit is only available for advertised Lots and it does not apply to lots previously sold.
- 3 You are entitled to pay the Reduced Deposit Amount provided:
  - a) You enter into the Contract after the Start Date and before the Offer Expiry Date; and
  - b) You pay the Reduced Deposit Amount to the Seller on the due date for payment as required under the Contract.
- 4 Any benefit to the promotion is personal to You and cannot be assigned or transferred or given to any other person.
- 5 You acknowledge that the Price is subject to change without notice. Any price advertised in the Promotional Material does not include stamp duty, legal fees or any other costs incurred with the purchase of the Lot.
- 6 Images, plans, artistic renderings, photos, drawings, and other visual representations on the Seller's website and in the Promotional Material are indicative only and may contain errors regarding the description, size, boundaries, use and location of the land as well as in relation to the available amenities and facilities. The Promotional Material may also show additional or optional inclusions that do not form part of the Lot.

7 The Seller does not warrant the accuracy or reliability of any description or visual representation contained in any Promotional Material or on its website and will not be liable for any loss or damages suffered by You or any other third party that is incurred as a result of relying on those descriptions and/or visual representations. This exclusion of liability is subject to and limited by the obligations that cannot be excluded by law.

8 You acknowledge that it is Your responsibility to make your own independent enquiries including consulting independent financial and legal advisors in respect of the Lot and other issues that may affect your decision to enter into a Contract.

9 The Seller has no liability or responsibility for any loss or damage suffered by You or any third party due to the inability of the Seller to offer or complete the sale of a Lot due to circumstances outside of the Contract.

10 The Seller reserves the right to vary the terms of, or cancel, the promotion at any time without liability to any participant or other person, without the need for any notice to be issued by the Seller to You, subject to applicable laws.