

FREE DEMOLITION PROMOTION – TERMS AND CONDITIONS

1. DEFINITIONS

Building Contract means a building contract in the form required by Us to construct a Glenvill Home on the Property.

Demolition means (subject to the Exclusions), the demolition of the improvements on the Property, inclusive of the following up to the total maximum value of \$25,000 (inclusive of GST):

- (a) demolition permit;
- (b) costs for the abolishment of services up to \$800 inclusive of administration fee;
- (c) allotment size up to 1000 square metres;
- (d) removal of dwellings to a maximum of two storeys;
- (e) removal of existing garage/carport and all outbuildings;
- (f) removal of concrete dwelling footings, driveway, garage slab/carport slab, outbuilding slabs, front and rear landings, retaining walls and associated footings, garden edging, paths and surrounding paving;
- (g) removal of all non-protected significant trees up to 8 metres in height, tree stumps, shrubbery, garden rocks, timber sleepers, decking, pergolas etc.;
- (h) removal of front boundary fence;
- (i) removal of side street boundary fence from corner block (if applicable) up to 45 metres in length;
- (j) installation of temporary fence panels after demolition on shared boundary;
- (k) removal of visible asbestos to the value of \$1,100 (inclusive of GST); and
- (l) asbestos clearance certificate (where applicable).

Exclusions means:

- (a) any asbestos removal costs exceeding \$1,100 (inclusive of GST), such costs to be charged to You by way of variation;
- (b) removal and back filling of swimming pools, septic tank, cellars etc.;
- (c) tree removal permits, tree protection zone requirements, town planning permits;
- (d) trees greater than 8 metres in height. (variation, to be quoted by demolisher);
- (e) furniture and general rubbish left on site;
- (f) re-instatement of crossover, footpath, channels, roads, boundary fences, underground services, telephone, water, storm water and sewer; and
- (g) electricity shut downs (if applicable) prior to abolishment of electricity meter and service.
- (h) protection of neighbouring properties, shared walls, structures with shared boundary
- (i) asset protection inclusive of asset protection permits

GST means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

New Customer means anyone who has not yet signed a Preconstruction Works Agreement.

Offer means our offer to undertake or arrange the Demolition free of charge to You, subject to and in accordance with these Terms.

Preconstruction Works Agreement means an agreement in the form required by Us for Us to commence design works and obtain information in relation to the Property.

Promotion means the "Free Demolition Promotion".

Property means the property to which the Preconstruction Works Agreement and the Building Contract relate.

Terms means these terms and conditions.

Unconditional means that:

- (a) if the Building Contract contains a provision that it was subject to finance approval, that provision has been satisfied;
- (b) the deposit to be paid by You under the Building Contract has been paid in full; and
- (c) the 'cooling off' period under the Building Contract has expired, and You have not exercised Your right to end the Building Contract.

We, Us and Our means Glenvill Homes Pty Ltd ABN 55 298 953 760 of 480 Church Street, Cremorne, Victoria 3121.

You or Your means the person or persons entitled to participate in the Promotion.

2. OFFER

Subject to the Exclusions and these Terms, we will undertake or arrange for the Demolition of the improvements on the Property up to a total maximum value of \$25,000 (inclusive of GST) free of charge to You.

3. PROMOTION

- (a) These terms govern the Offer and Your participation in the Promotion.
- (b) Only persons above 18 years of age are eligible to participate in the Promotion.
- (c) Properties greater than 1000 square metres in area are to be individually assessed prior to acceptance.

4. ELIGIBILITY

- (a) The Offer applies to properties not exceeding 1,000 square metres in area. For properties exceeding 1,000 square metres in area, the Offer shall only be available to You if We confirm its availability to You in writing (after conducting a site inspection of the Property).
- (b) In order for You to qualify for the Promotion, You must:
 - (i) be a New Customer;
 - (ii) enter into a Preconstruction Works Agreement and pay the required deposit under that agreement by no later than 31 July 2024;
 - (iii) enter into a Building Contract by no later than 65 days after date of initial deposit for Home Designs. Bespoke Homes subject to alternate timeframes pending length of design phase.
- (c) Provided:
 - (i) You satisfy the requirements of clause 3(b); and
 - (ii) the Building Contract becomes Unconditional within 28 days of the date that the Building Contract is entered into,the Promotion and Offer is available to You.
- (d) You acknowledge and agree that if:
 - (i) You do not satisfy the requirements of clause 3(b); or
 - (ii) the Building Contract does not become Unconditional within 28 days of the date that the Building Contract is entered into; or
 - (iii) the Building Contract is terminated by Us or You prior to it becoming Unconditional,

You will not be entitled to participate in the Promotion.

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5. ADDITIONAL COSTS

You acknowledge and agree that:

- (a) You will be responsible for payment of any demolition costs exceeding \$25,000 (inclusive of GST);
- (b) You will be responsible for payment of any asbestos removal costs exceeding \$1,100 (inclusive of GST); and
- (c) additional charges may apply in respect unforeseen site conditions, as set out in the Building Contract.

6. UNAVOIDABLE EVENTS

We will not be required to comply with Our obligations in these Terms, to the extent that We are prevented from doing so by reason of delay or inability to perform caused by pandemic (including Covid-19), epidemic, war, whether declared or not, civil rebellion, strike, fire, storm or other severe action of the elements, accident, government or statutory restriction or from other similar causes which are unavoidable or beyond Our reasonable control.

7. MISCELLANEOUS

- (a) These Terms contain the entire agreement between You and Us relating to the Promotion.
- (b) The Offer is not valid with any other promotion, discount or offer available from Us.
- (c) The Offer is only available to New Clients who meet these Terms, and otherwise comply with the terms and conditions of the Building Contract.
- (d) Our standard Building Contract conditions apply.
- (e) We reserve the right to:
 - (i) amend these Terms; and
 - (ii) to extend, vary or terminate the Offer, at any time without prior notice.
- (f) Any previous understanding, agreement, representation or warranty relating to the Promotion or the Offer is replaced by these Terms and has no further effect.
- (g) These Terms are governed by and must be construed in accordance with the laws of the State of Victoria and You agree to submit to the exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of these Terms.
- (h) If any of these Terms (or any parts thereof) are held by any Court of competent jurisdiction to be ineffectual, invalid or unenforceable, the remaining Terms (or parts thereof) shall not be affected thereby and shall remain in full force and effect.