

TERMS AND CONDITIONS
BREEZES MUIRHEAD NORTE HAVEN DEVELOPMENT REBATE
SUBJECT TO CHANGE WITHOUT NOTICE

1. This document contains the entire terms and conditions for the Breezes Muirhead Norte Haven Development Rebate (**Rebate**) under which Defence Housing Australia (ABN 72 968 504 934) (**DHA**) will offer a limited rebate on the cost of fencing, landscaping, outdoor shed and site works to prepare for development to persons who complete settlement for the purchase of selected lots in the Norte Haven release for the Breezes Muirhead development (**Offer**).
2. The Offer commences on 16 April 2018 and ends on 21 December 2018 or until such time as determined by DHA in its absolute discretion (**Offer Period**).
3. DHA will determine the value of the Rebate in DHA's sole discretion. The value of the Rebate will be:
 - a. no more than \$25,000.00 including GST; and
 - b. if the Eligible Buyer claims the Rebate for fencing and the fencing divides the Eligible Lot from adjoining land where the owner of that adjoining land is liable to equally contribute to the cost of the fencing under the *Fences Act* (NT), no more than half of the total cost of installing fencing compliant with paragraph 9.
4. In determining whether the owner of adjoining land is liable to equally contribute to the cost of fencing under the *Fences Act* (NT), DHA reserves the right to disregard any agreement between the Eligible Buyer and the owner of the adjoining land which changes that liability unless the owner of the adjoining land is DHA.
5. In this document:
 - a. **Breezes Muirhead Design Review Panel** means the Design Review Panel identified in the Design Guidelines;
 - b. **Claim Form** means the claim form provided to the Eligible Buyer with the Offer sent in accordance with paragraph 7;
 - c. **Contract** means a contract of sale for an Eligible Lot between the Eligible Buyer as buyer and DHA as seller;
 - d. **Design Guidelines** means the 'Breezes Muirhead Design Guidelines' attached to the Contract, as published and amended from time to time by DHA;
 - e. **Development Works** means the installation of fencing and/or an outdoor shed, landscaping and/or site works required to prepare the Eligible Lot for development;
 - f. **Eligible Buyer** means a person or persons who:
 - i. enter into a Contract;
 - ii. comply with their obligations under the Contract;
 - iii. complete settlement under the Contract during the Offer Period;
 - iv. are not an employee or immediate family member of an employee of DHA, Oliver Hume or any other company engaged by DHA to complete the Breezes Muirhead development. In this paragraph immediate family member means any of the following – spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin;
 - v. have not already entered into negotiations with Oliver Hume for the purchase of a lot in the Norte Haven release for the Breezes Muirhead development before the Offer Period.
 - g. **Eligible Lot** means a lot in the Norte Haven release for the Breezes Muirhead development which DHA (in DHA's discretion) has selected for inclusion in the Offer.

REBATE OFFER

6. The Offer is only available to Eligible Buyers.
7. After settlement of the Contract, DHA, DHA's solicitor or DHA's agent will send the Offer to the Eligible Buyer's address for notices in the Contract.
8. The Offer sent under paragraph 7 will outline:
 - a. the Rebate available to the Eligible Buyer; and
 - b. anything the Eligible Buyer needs to do (in addition to the requirements outlined in this document) to claim the Rebate.
9. To claim the Rebate in the Offer the Eligible Buyer must within 18 months of completing settlement under the Contract:
 - a. commence Development Works (to DHA's satisfaction) for the Eligible Lot which:
 - i. are consistent with the requirements in the Design Guidelines;
 - ii. are described in the landscape plan approved by the Breezes Muirhead Design Review Panel (if applicable);
 - iii. are or will be compliant with all relevant Australian standards and installed by an appropriately experienced, qualified and licensed (if applicable) contractor; and
 - iv. maintain or will maintain the existing boundary mulch bunds (if applicable); and
 - b. complete and send the Claim Form to muirheadinvoices@dha.gov.au.
10. If after receiving the Claim Form (in the manner required under paragraph 9.b) DHA is satisfied that the Eligible Buyer has commenced Development Works compliant with paragraph 9.a, DHA will pay the Rebate to the Eligible Buyer by Electronic Funds Transfer to the account details specified in the Eligible Buyer's Claim Form.
11. If the Eligible Buyer submits a Claim Form that is incomplete, indecipherable or not completed in English, the Claim Form will be deemed as not having been submitted in accordance with these Terms and Conditions.
12. The Eligible Buyer agrees that DHA may and reserves the right to:
 - a. request further information from the Eligible Buyer to assist in determining whether the Rebate is payable under paragraph 10 and if the Eligible Buyer does not provide that information to DHA's satisfaction, the Eligible Buyer waives its claim to the Rebate in the Offer;
 - b. enter the Eligible Lot at reasonable times to assess the claim for the Rebate under the Offer and if the Eligible Buyer does not permit entry, the Eligible Buyer waives its claim to the Rebate in the Offer;
 - c. refuse to pay the Rebate to the Eligible Buyer in DHA's absolute discretion if DHA has any concerns that the Eligible Buyer is ineligible for the Rebate under these Terms and Conditions;
 - d. make any decision or similar relating to payment of the Rebate in DHA's sole discretion and such decision or similar is final and binding and not open to review by the Eligible Buyer. DHA will not enter into any correspondence regarding the decision or similar with the Eligible Buyer.
13. For the avoidance of doubt, if the Eligible Buyer is 2 or more persons, the Rebate under the Offer can only be claimed once.
14. DHA reserves the right to determine the 'date for completion' used in the Contract noting that reasonable timeframes are required to prepare for settlement of a Contract. If the Contract is not exchanged until late in the Offer Period, the Buyer acknowledges that the date for

completion may be after the end of the Offer Period and agrees that if this happens the Buyer will no longer be an Eligible Buyer and will have no claim against DHA in this respect.

LIABILITY

15. Except for any liability that cannot be excluded by law, DHA (including DHA's officers, employees, agents and solicitors) is not in any way liable and excludes any and all liability (including any negligent conduct) for any personal injury; or any loss or damage (including loss of opportunity); whether directly, indirectly, special or consequential, now or in the future, and howsoever arising in any way out of the Offer and these Terms and Conditions including, but not limited to the following:
 - a. any technical difficulties or equipment malfunction (whether or not under DHA's control);
 - b. any correspondence that is late, lost, altered, damaged or misdirected (whether or not after DHA receives it) due to any reason beyond DHA's reasonable control;
 - c. any tax liability incurred by the Eligible Buyer as a result of receiving the Rebate;
 - d. in relation to the actual or purported implementation of any Development Works on the Eligible Lot;
 - e. DHA's refusal to pay the Rebate under these Terms and Conditions; or
 - f. payment of the Rebate to the account details completed in the Claim Form.
16. A person in receipt of the Rebate who is subsequently found not to be entitled to receive the Rebate under these Terms and Conditions will repay the Rebate to DHA as a debt due on demand and indemnify DHA for breach of these Terms and Conditions.

GENERAL

17. By applying for the Rebate under the Offer, the Eligible Buyer acknowledges having read and understood these Terms and Conditions and agrees to be bound by them.
18. DHA reserves the right in its sole discretion, to:
 - a. determine whether a lot is in the Norte Haven release for the Breezes Muirhead development and selected for inclusion in this Offer;
 - b. make a final and binding decision on a person's eligibility for the Rebate; and
 - c. cancel the Offer or make changes to these Terms and Conditions at any time without notice.
19. DHA does not warrant the accuracy of any information DHA provides about the Offer and Rebate.
20. The Offer is not available in conjunction with any other program, promotion or offer by DHA.
21. These Terms and Conditions supersede any prior terms and conditions for the Offer.
22. All amounts in these terms and conditions are in Australian currency and exclude GST (if GST applies).
23. These Terms and Conditions are governed by the laws of the Northern Territory. The Eligible Buyer submits to the exclusive jurisdiction of the Northern Territory.
24. Should any provision of these Terms and Conditions be held to be unenforceable under the applicable law, such provision shall be deemed severed from these Terms and Conditions without affecting the enforceability or validity of the remaining provisions which shall continue in full force and effect.