

BREEZES MUIRHEAD BUILD INCENTIVE (FOR BUYERS)
TERMS AND CONDITIONS
SUBJECT TO CHANGE WITHOUT NOTICE

1. This document contains the entire terms and conditions for the Breezes Muirhead Build Incentive under which Defence Housing Australia (ABN 72 968 504 934) (**DHA**) will offer a limited incentive towards the construction of a dwelling to persons who purchase and complete settlement of selected lots in the Breezes Muirhead development (**Offer**).
2. The Offer commences on 1 November 2019 and will continue until 30 April 2020 (**Offer Period**).
3. The value of the Offer will be no more than \$15,000 including GST and the Offer will only be available to 20 Eligible Buyers. For the avoidance of doubt, once DHA has entered into 20 Contracts of Sale with Eligible Buyers during the Offer Period, no further persons will be entitled to receive the Offer.
4. In this document:
 - a. **Breezes Muirhead Design Review Panel** means the Design Review Panel identified in the Design Guidelines;
 - b. **Builder's Invoice** means a tax invoice from the Eligible Builder addressed to DHA up to the value of \$15,000 including GST for works completed or to be completed under the Construction Contract and not paid for by the Eligible Buyer;
 - c. **Claim Form** means the Claim Form provided to the Eligible Buyer with the Offer sent in accordance with paragraph 6;
 - d. **Construction Contract** means the contract between the Eligible Builder and the Eligible Buyer for the Eligible Builder to construct a residential dwelling on the Eligible Lot;
 - e. **Contract of Sale** means a contract of sale for an Eligible Lot between the Eligible Buyer as buyer and DHA as seller;
 - f. **Design Guidelines** means the 'Breezes Muirhead Design Guidelines' attached to the Contract of Sale, as published and amended from time to time by DHA;
 - g. **Eligible Builder** means a registered and suitably qualified builder who holds all applicable licences and approvals to construct residential dwellings in the Northern Territory;
 - h. **Eligible Buyer** means a person (or persons) who:
 - i. enters into a Contract of Sale during the Offer Period;
 - ii. complies with their obligations under the Contract of Sale;
 - iii. completes settlement under the Contract of Sale by 26 June 2020; and
 - iv. is not an employee or immediate family member of an employee of DHA, the Sales Agent 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.
 - i. **Eligible Lot** means a vacant lot in the Breezes Muirhead development which DHA (in DHA's discretion) has selected for inclusion in the Offer (for the avoidance of doubt and without limiting DHA's discretion to determine an Eligible Lot, DHA will not be selecting any lots in the Norte Haven release for inclusion in this Offer); and
 - j. **Sales Agent** means any licensed real estate agent appointed by DHA from time to time to sell lots within the Breezes Muirhead development.

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OFFER

5. The Offer is only available to Eligible Buyers.
6. After settlement of the Contract of Sale, DHA, DHA's solicitor or the Sales Agent will send the Offer to the Eligible Buyer using the Eligible Buyer's address for notices in the Contract of Sale.
7. The Offer sent under paragraph 6 will outline anything the Eligible Buyer needs to do (in addition to the requirements outlined in this document) to claim the Offer.
8. To claim the Offer the Eligible Buyer must on or before 30 November 2020:
 - a. sign a valid Construction Contract with an Eligible Builder; and
 - b. complete construction of a concrete slab for the residential dwelling on the Eligible Lot to DHA's satisfaction, consistent with the requirements in the Design Guidelines and the construction approval issued by the Breezes Muirhead Design Review Panel to the Eligible Buyer for the Eligible Lot; and
 - c. complete and send the Claim Form and Builder's Invoice to muirheadinvoices@dha.gov.au.
9. DHA will only accept 1 Claim Form (and 1 Builder's Invoice) for each Eligible Lot. For the avoidance of doubt, if the Builder's Invoice submitted by the Eligible Buyer is less than \$15,000 including GST, DHA will not accept a further Claim Form or Builder's Invoice from the Eligible Buyer for that Eligible Lot.
10. If after receiving the Claim Form (in the manner required under paragraph 8.c) DHA is satisfied that the Eligible Buyer has satisfied the conditions in paragraph 8, DHA will pay the Offer to the Eligible Builder by Electronic Funds Transfer to the account details specified in the Builder's Invoice.
11. The Eligible Buyer acknowledges and agrees that unless the Buyer has complied with these Terms and Conditions, the Eligible Buyer will be required to pay the Builder's Invoice in full and DHA will have no liability to pay the Builder's Invoice.
12. If the Eligible Buyer submits a Claim Form or Builder's Invoice that is incomplete, indecipherable or not in English, the Claim Form will be deemed as not having been submitted in accordance with these Terms and Conditions.
13. 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 an amount is payable under the Offer and if the Eligible Buyer does not provide that information to DHA's satisfaction, the Eligible Buyer waives its claim to the Offer;
 - b. enter the Eligible Lot at reasonable times and upon reasonable notice to assess the claim for the amount payable under the Offer and if the Eligible Buyer or the Eligible Builder does not permit entry, the Eligible Buyer waives its claim to the amount payable under the Offer;
 - c. refuse to pay an amount under the Offer if DHA has any concerns that the Eligible Buyer is ineligible for the Offer under these Terms and Conditions; and
 - d. make any decision or similar relating to payment under the Offer 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.
14. For the avoidance of doubt, the amount payable under this Offer can only be claimed once per Eligible Lot.
15. DHA reserves the right to determine the 'date for completion' used in the Contract of Sale noting that reasonable timeframes are required to prepare for settlement of a Contract of Sale. If the Contract of Sale cannot be exchanged within the Offer Period and /or settlement is

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not completed by 26 June 2020, the buyer under that Contract of Sale may not be an Eligible Buyer and will have no claim against DHA in this respect.

LIABILITY

16. 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 Offer or the Eligible Builder as a result of receiving payment from DHA pursuant to the Offer;
 - d. in relation to the actual or purported completion of a concrete slab for a residential dwelling on the Eligible Lot;
 - e. DHA's refusal to pay pursuant to the Offer under these Terms and Conditions; or
 - f. payment of the Offer to the account details in the Builder's Invoice.
17. A person in receipt of the Offer who is subsequently found not to be entitled to receive the Offer under these Terms and Conditions will repay the Offer to DHA as a debt due on demand and indemnify DHA for breach of these Terms and Conditions.

GENERAL

18. By applying for this Offer, the Eligible Buyer acknowledges having read and understood these Terms and Conditions and agrees to be bound by them.
19. The Offer is made only to the Eligible Buyer and cannot be transferred or assigned to any other person.
20. DHA reserves the right in its sole discretion to:
 - a. determine whether a lot in the Breezes Muirhead development is an Eligible Lot;
 - b. make a final and binding decision on a person's eligibility for the Offer; and
 - c. cancel the Offer or make changes to these Terms and Conditions at any time without notice.
21. DHA does not warrant the accuracy of any information DHA provides about the Offer.
22. The Offer is not available in conjunction with any other program, promotion or offer by DHA.
23. These Terms and Conditions supersede any prior terms and conditions for the Offer.
24. All amounts in these terms and conditions are in Australian currency and include GST (if GST applies).
25. 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.
26. 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.