

5% DEPOSIT TERMS AND CONDITIONS

1. By participating in the AVJennings 5% deposit campaign (“Offer”), the Purchaser accepts these Terms and Conditions.
2. In these Terms and Conditions
 - a) “AVJennings” means: AVJennings Properties Ltd of Level 4, 108 Power Street, Hawthorn, VIC 3122. A.B.N. 50 004 601 503. Vic Builders License number CDB-U 57318.
 - b) “Lyndarum Wollert” means the AVJennings project located at Linfield Parade and Norton Streets, Wollert, Victoria;
 - c) Lyndarum North means the Greenwells Wollert Pty Limited (Greenwells) project located at 220 Craigieburn Road East, Wollert Victoria.
 - d) “Contract” means a contract for the sale of land issued by the Vendor, as vendor with respect to the sale of a Preselected Property to a Purchaser.
 - e) “Preselected Properties” means the following lots available for sale during the Offer Period: Lots 4 to 6 and 23 – 28 at Lyndarum Wollert; Lots 711, 745, 747, and 156 at Lyndarum North and apartments G05, G06, G09, 102 and 103 at Waterline Place.
 - f) “Built Form” means a lot upon which is constructed an apartment, detached, attached or semi attached dwelling.
 - g) “Land Only” means an unregistered or registered land allotment sold by the Vendor without Built Form.
 - h) “Purchaser” means: the person or persons who enters into a Contract to purchase a Preselected Property.
 - i) “Holding Deposit” means a non-refundable deposit of \$2,000 (\$5000 in the case of Waterline Place), which forms part of the 5% deposit at the expiration of the Cooling Off Period, paid by the Purchaser when signing the Contract.
 - j) “Cooling Off Period” means the period from the date of the Contract until 5pm on the date which is 3 business days later.
 - k) “Deposit” means 5% of the purchase price (GST inclusive) to be paid by the Purchaser by cash or bank cheque on or before expiry of the Cooling Off Period under the Contract.
 - l) “Vendor” means the vendor under a Contract being AVJennings in the case of a Preselected Property at Lyndarum Wollert; Greenwells in the case of a Preselected Property at Lyndarum North; and AVJennings Waterline in the case of a Preselected Property at Waterline Place;

- m) Waterline Place means the AVJennings Waterline Pty Limited (AVJennings Waterline) project located at Nelson Road Williamstown Victoria.
3. The Offer commences 10am Saturday 1 September 2018 and concludes 5pm Friday 30 November 2018, unless all Preselected Properties are sold prior and subject to the Offer not being withdrawn earlier in accordance with these Terms and Conditions. ["Offer Period"].
 4. The Offer is available on any of the Preselected Properties which are available for sale during the Offer Period and purchased from an AVJennings Sales and Information Centre or an authorised AVJennings Sales Consultant or Representative.
 5. Employees of AVJennings and their immediate families and their associated companies are eligible to take up the Offer.
 6. The Offer entitles the Purchaser to pay only 5% deposit by cash or bank cheque on any Preselected Properties on exchange of Contract.
 7. This Offer cannot be accepted in conjunction with any other offer.
 8. To be eligible to receive the Offer, the Purchaser must comply strictly with the following purchasing procedures:
 - a) During the Offer Period commence the purchase of a Preselected Property by paying a holding deposit:
 - i. Of \$2,000 to AVJennings for Lyndarum Wollert
 - ii. Of \$2,000 to Greenwells for Lyndarum North
 - iii. Of \$5,000 to AVJennings Waterline for Waterline Place and signing a Contract of Sale.
 - b) Pay the balance of the 5% deposit by cash or bank cheque at the end of the Cooling Off Period;
 - c) Unconditionally exchange the Contract no later than 30 November 2018; and
 - d) Complete the Contract strictly in accordance with the terms of the Contract and no later than 20 December 2018 unless otherwise agreed in writing by the Vendor in its absolute discretion.
 9. The Purchaser is responsible for:
 - a) Stamp duties payable on purchase of the Preselected Property and in connection with any mortgage;
 - b) Any and all legal costs payable by the Purchaser in connection with the purchase of the Product;
 - c) Loan Mortgage Insurance (if applicable); and

- d) Any and all other ancillary costs or the completion of any other documentation that is not stipulated in these Terms and Conditions.
10. The Offer is subject to any other terms and conditions as set out in the Contract for sale of the Preselected Property. In the event of any inconsistency between the terms of the Contract and these Terms and Conditions, the terms set out in the Contract will prevail to the extent of the inconsistency except for the conditions contained in Clause 8, in which case these Terms and Conditions prevail.
 11. The Vendor reserves the right, prior to acceptance to:
 - a) Suspend, terminate, withdraw or modify this Offer and the Terms and Conditions; and/or
 - b) Withdraw any Preselected Property from this Offer.
 12. The Purchaser releases, and discharges, the Vendor if it elects to exercise its rights under clause 11 above.
 13. To the full extent permitted by law, the Vendor and its related companies exclude all liability however so arising (including all liability arising from negligence on the part of the Vendor and its related companies or their officers, employees, or agents) for any loss or damage whether direct, indirect, special or consequential or for personal injury which is suffered or sustained, by any individual or the Purchaser, arising in any way out of or in connection with the Offer, including but not limited to:
 - a) not being able to take up the Offer because none of the Preselected Properties are available;
 - b) not being able to take up this Offer as a result of loan application refusal;
 - c) any increase in interest rates if the Purchaser is obtaining finance; and/or
 - d) As a result of the Vendor relying on any of their rights under these Terms and Conditions.
 14. The Vendor will need to collect personal information for the purpose of conducting the Offer and may need to disclose the personal information to third parties. If the Purchaser or individual does not provide the requested personal information, then they cannot participate in the Offer. To access, update or correct any personal information contact AVJennings on 131 878.
 15. All amounts stated in these Terms and Conditions are inclusive of all taxes and other duties.