

Terms & Conditions

1. Definitions: In this document:

Actual Settlement Date	means the date the title for the Property is transferred between the Seller and Buyer.
Buyer	means the party noted as the buyer within the Contract
Contract	means the contract of sale for the Property.
Contract Date	means the date the Contract is fully executed.
Property	means the lot referenced on page 1 of the form, within the estate referenced to on page 1 of the form.
Sales Incentive	means the Australian dollar amount quoted on page 1 of the form.
Seller	means the party noted as the seller within the Contract.
Settlement Date	means the settlement date specified in the Contract.

- The Seller agrees to pay the Buyer or the Buyer's Builder the Sales Incentive within 28 days of the Actual Settlement Date provided all of the following conditions are met:
 - the buyer has correctly completed this form to the satisfaction of the Seller, selecting either Option A: Payment to buyer at settlement, Option B: Payment to buyer's account or Option C: Payment to buyer's builder, on page 1 of this form.
 - the Actual Settlement Date is within 3 days of the Settlement Date; and
 - the Buyer is not otherwise in default under the Contract.
- If the buyer is eligible, the Seller will pay the sales incentive in accordance with the Buyer's selection of either Option A: Payment to buyer at settlement, Option B: Payment to buyer's account or Option C: Payment to buyer's builder, on page 1 of this form.
- The Buyer declares the information provided on the form is correct and acknowledges and agrees that, if eligible to receive the sales incentive, payment of the sales incentive by the Seller, discharges the Seller of its obligation to the Buyer under this agreement and the Buyer will have no further claim against the Seller in respect of this agreement. This clause will apply regardless of whether or not the Buyer has provided incorrect bank account details.
- The Buyer and Seller acknowledge and agree that the sales incentive will be taken into account in determining the consideration for the supply documented in the Contract for Goods and Services Tax (GST) purposes in accordance with GSTD 2006/3. This clause in no way changes the consideration required to be paid by the Buyer to the Seller as documented in the Contract.
- The Seller reserves the right to withdraw or alter the sales incentive without notice.
- By completing the form the Buyer acknowledges they have read, understood and agree to be bound by these terms and conditions.