

HOME FOR A CURE

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Terms and Conditions: Home for a Cure Charity Auction

The Home for a Cure Charity Auction is subject to the following terms and conditions:

Promoters: The Promoters are Satterley Mickleham Pty Ltd (ACN 612 101 550) (**Satterley**) of Level 3, 27-31 Troode Street, West Perth, Western Australia 6005 and Simonds Homes Victoria Pty Ltd (ACN 050 197 610) (**Simonds**) of 1/570 St Kilda Road, Melbourne, Victoria, 3004 (together, the **Promoters**).

Terms and Conditions of Promotion and Auction: By registering to bid at the Auction, the bidder accepts these Terms and Conditions. All applicable laws and regulations of the sale of land at auction continue to apply.

Who is eligible to bid at the Auction? The Auction is open to persons who are over the age of 18 years. Bidders in the Auction may register their details online at www.homeforacure.com.au prior to the Auction, however, registration is not a condition of participation in the Auction.

Time and location of Auction: The "Home for a Cure Charity Auction" will take place at Marnong Estate Winery, 2335 Mickleham Rd, Mickleham, Victoria, at 11.00am AEST on Saturday 24 August 2019 (**Auction**). The Auction will be conducted by Barry Plant Taylor Lakes, Leading Realty Pty Ltd, Licence No: 025983L, trading as Barry Plant Brimbank (**Barry Plant**).

Subject of Auction: At the Auction, bidders will have the opportunity to bid for the purchase of:

- a) one land lot located at 160 Brossard Road, Mickleham Victoria 3064 in the "Botanical" development, being Lot 340 (on plan of Subdivision PS814027R, being part of the land contained in certificate of title volume 12060 folio 196) (**Land**) provided by Satterley; and
- b) a Simonds Thirlmere 28 (with Davey facade) (**Home**), provided by Simonds, to be built on the Land (together, the **Home and Land Package**).

Inclusions of the Home and Land Package:

Included in the House and Land Package are the floorplan and all finishes, fixtures, modifications and interior colour schedule set out in the Contract of Sale (**Contract of Sale**),

The Home and Land Package also includes:

- a) a voucher for an Adriatic furniture package up to the value of AUD\$40,000 (incl GST) (Recommended Retail Value) (**Furniture Voucher**) provided by Adriatic Furniture (**Adriatic Furniture**) [Adriatic Furniture Imports Pty Ltd]. The Furniture Voucher is redeemable at the Adriatic Furniture Nunawading store only. The Furniture Voucher is not available:
 - (1) in conjunction with any Adriatic Furniture discount, sales offer or promotion; or

HOME FOR A CURE

SUPPORTING



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(2) on discounted and or sale items. Furniture items selected by the successful purchaser must be 'full price' or Recommended Retail Value. The Furniture Voucher is only available for 6 months from the date of settlement of the House and Land Package. Adriatic Furniture reserves the right to offer products in stock or in transit at their discretion based on availability at the time purchase and/ or delivery. The Furniture Voucher can be used for the delivery cost of furniture items selected. This offer / voucher is not redeemable for cash;

- b) external landscaping to the value of up to AUD\$9,000 (incl GST) as specified by Satterley to be provided by Satterley (or their selected contractor). The landscaping design selected for the Home can be viewed on the last page of this document; and
- c) a 12 month subscription to Stan, a video on demand subscription service that provides its customers with access to a wide range of movies, television programs and other audio-visual content. Upon completion of the Home and Land Package, the purchaser must notify Stan to access the Stan Service and must subscribe to Stan's terms and conditions found at www.stan.com.au/terms. If the purchaser is already a Stan customer then the 12 month subscription will be added onto their existing account as a credit. If the successful purchaser does not accept Stan's terms and conditions, the Stan Service will not be able to be provided; and
- d) a voucher for a 12 month digital subscription to The Age (premium digital package). To redeem the subscription, the successful purchaser must email their name, address and voucher number to The Age. The Age voucher expires 12 months from the date of the voucher; and
- e) a 12 month Standard Plus internet subscription with Harbour ISP. Upon completion of the Home and Land Package, the purchaser must complete an application with Harbour ISP to access the Internet Service and must agree to Harbour ISP's terms and conditions found at www.harbourisp.com.au/terms. If the purchaser is already a Harbour ISP customer then the 12 month subscription will be added onto their existing account as a credit. If the successful purchaser does not accept Harbour ISP's terms and conditions, the Internet Service will not be able to be provided; and
- f)

The successful purchaser will only be entitled to receive the inclusions if it effects settlement on the due date for settlement as set out in the particulars of the Contract of Sale (**Due Date**) and has otherwise complied with its obligations under the Contract of Sale. Nothing in these Terms and Conditions detracts from Simonds and/or Satterley's rights against the purchaser in the event that the purchaser fails to effect settlement of the Contract of Sale on the Due Date. Each of the inclusions are not available in conjunction with any other offer, non-transferable, non-exchangeable and not redeemable for cash.

The bidder should make their own enquires regarding the purchase of the Home and Land Package.

HOME FOR A CURE

SUPPORTING



PROUDLY PRESENTED BY



Exclusions of the Home and Land Package: Images of a similar house to the House that may be used on this website or in any other medium are provided for illustrative purposes only. Furnishings and water features are excluded and landscaping may differ from that shown at the display home. For a full list of exclusions and inclusions, refer to the Contract of Sale, which is available for review at any time prior to the Auction upon request from a Satterley or Simonds representative.

Fundraising: The proceeds of the Auction (being the purchase price of the Home and Land Package, less applicable GST) will be donated to My Room Children's Cancer Charity - My Room Incorporated ABN 40 009 857 396 (**My Room**). My Room is proud to be the beneficiary of the Auction in cooperation with the Nine My Room Telethon presented by Nine Network Australia Pty Ltd ABN 88 008 685 407 (Nine). My Room and The Trustee for The My Room Trust (ABN 56329107472) are registered charities. My Room is registered as a fundraiser under the *Fundraising Act 1998* (Vic) Reg No. FR-000014829. To the extent that Simonds, Satterley, or Barry Plant may be deemed to participate in any fundraising appeal or other connected activity in connection with the Auction, they do so only as agents of My Room Incorporated.

Winner: A reserve price will be set for the Auction (**Reserve**), and the bidder offering the highest valid bid, as determined by the auctioneer, will be declared the winner of the Auction and the purchaser of the Home and Land Package. The purchaser will be required to enter into the Contract of Sale in respect of the Home and Land Package, and any other document reasonably required, immediately following the conclusion of the Auction, and to provide payment in the form of a deposit representing 10% of the purchase price on signing the Contract of Sale. The Home and Land Package will be delivered in accordance with the timetable set-out in the Contract of Sale, and subject to any specified conditions. The balance of the purchase price will be payable on completion of the Home and Land Package and otherwise in accordance with the terms of the Contract of Sale. The purchaser is responsible for payment of all taxes (including land tax and any other duties applicable) and any legal costs or transaction fees in respect of its purchase of the Home and Land Package. No cooling-off period applies. A copy of the Contract of Sale including Vendor's Statement are available for review on request.

Further conditions:

Visitors to the Auction event and participants in the Auction may be filmed and photographed and images and footage may be used by Nine, Satterley, Simonds Homes and My Room at their discretion.

The winner of the Auction is purchasing the Home and Land Package as described in the Contract of Sale including Vendor's Statement, which will supersede and replace all prior representations. To the extent there is any inconsistency between these terms and conditions and the Contract of Sale, the terms and conditions in the Contract of Sale will prevail.

No part of the Home and Land Package may be taken separately, and the Home may not be built at any other location.

HOME FOR A CURE

SUPPORTING



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Images of the Land and/or Home (including the landscaping) on this website, marketing material or in any other medium are provided for illustrative purposes only and may not be representative of the actual Land and Home (as built). Images, dimensions, sizes and areas, facilities, amenities, infrastructure, the configuration of these and other information displayed on this website may change depending on a range of variable factors including but not limited to council building approvals and planning consent, market conditions, finance and government and municipal requirements. Home decorator items, other furnishings and curtains are not included in purchase price.

Promoters Rights Reserved

The Promoters reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Auction and the Home and Land Package if:

- for any reason the Promoters circumstances change; or
- settlement of the Contract of Sale does not occur in accordance with the terms set out in the Contract of Sale.

General : The Auction and promotion is governed by the laws of the state of Victoria, Australia. Refer to the Contract of Sale for details relating to the specifications of the Land and House. The Promoters and their related bodies corporates do not accept any liability for any reliance upon this website and do not accept no responsibility for any tax liabilities that may arise from a purchaser purchasing the Home and Land Package. Applicants should seek independent financial advice if concerned. To the extent permitted by law, the Promoters and Nine shall not be liable for any loss or damage whatsoever (including but not limited to direct, indirect, special or consequential loss or damage, loss revenue or profit) or personal injury suffered or sustained in connection with the Auction or the purchase of the Home and Land Package. If, for any reason whatsoever, the Auction is not capable of running as planned, the Promoters reserve their right in their sole discretion to take any action that may be available, subject to State and Territory regulations.

Please note that the building and construction work will be performed by Simonds Homes Victoria Pty Ltd (ACN 050 197 610) CDB-U-49491.

Contact us: If you have any queries in relation to any of the above terms and conditions, please contact marketing@simonds.com.au or botanical@satterley.com.au