

## MIRVAC RESIDENTIAL HOUSE AND LAND PACKAGES TERMS AND CONDITIONS

### 1. Mirvac Residential Website Terms of Use

These Terms and Conditions are in addition to the conditions of use of the Mirvac Residential websites with the URL address [www.ospreywaters.mirvac.com](http://www.ospreywaters.mirvac.com) (Website)

### 2. House and Land Packages

House and land packages displayed on this Website (House and Land Package) consist of land and a house which are sold separately. A buyer wishing to purchase a House and Land Package will need to enter into a contract for the sale of land with Mirvac WA Pty Ltd (Land Contract) and a separate contract with the builder (Builder) for construction of the house (Building Contract).

### 3. Builders

Builders are not related entities to Mirvac in any way. Mirvac has no responsibility or liability whatsoever in relation to the actions of or products offered by Builders. Customers must make their own enquiries with the builder and obtain independent advice before entering into a building contract with the builder.

Mirvac will not be bound by any arrangements you make with the Builder. Mirvac makes no representations and gives no warranties to the builder's ability to perform under the building contract. Mirvac further is not liable for delays in construction, representations asserted by the builder or any loss or damage to the customer arising from entering into a building contract.

Any offers by the Builder whether they be cash, bonuses or extras are the sole responsibility of the Builder and Mirvac is not liable in any way. Promotional offers, incentives, bonuses, concessions or any other Builder "extras", whether in cash or in kind, are offered by the Builder alone and Mirvac accepts no liability or responsibility with regard to these. Such offers do not form part of any offer or Land Contract entered into by Mirvac with the buyers.

### 4. Price

The advertised price of a House and Land Package shown on the Website is indicative only and is subject to change without notice.

The price for the construction of the house component of a House and Land Package is based on specifications provided by the Builder. Unless stated there may be exclusions such as fencing, landscaping or particular finishes. Other variations to building contract or conditions could also vary costs. Changes to local government, state or federal government may also affect price changes. Buyers should make appropriate enquiries with the Builder.

The prices shown on this Website do not include stamp duty on a Land Contract, registration fees (including registration fees in relation to the transfer of the land), local government change in ownership fees and any other fees or charges (including legal fees or the costs of other services) incidental to the acquisition of land. Buyers will need to pay these fees and charges separately.

The price may include rebates that are conditional on the buyer meeting specified requirements in accordance with the Land Contract. For details please speak to a Mirvac Sales Representative.

### 5. Alterations

Alterations may be required to the advertised house to ensure it complies with any building covenants applying to the land. These may include colours shown on elevations, design features and minor changes required to the house to comply with building guidelines. Buyers are responsible for satisfying themselves as to the compatibility of the house with all applicable building covenants.

Buyers should note that details of plans and facades proposed by the Builder for the House component very rarely exactly meet Mirvac's design covenants. Buyers acknowledge and agree that in order to comply with any design covenants or commitments Mirvac may therefore require the Buyer to make minor changes to their individual designs including changes to colours or minor features.

### 6. Images, Descriptions and Features

Images (including photographs, illustrations & other images) used on the Website and in advertisements intended to be a visual aid only & may show features or inclusions which are not available for all houses or House & Land Packages.

Mirvac gives no warranty and makes no representation as to the accuracy or sufficiency of any image, description, illustration, photograph or statement contained on this Website or in any advertisement and will not be liable for any loss or damage suffered or incurred by a buyer or any other person who relies upon the information on this Website or in any advertisement except for any liability which cannot be excluded by law.

### 7. General

Mirvac may cancel or make changes to these terms and conditions at any time without notice. Such changes may include adding or withdrawing a House and Land Package.

These terms and conditions supersede any prior terms and conditions relating to a House and Land Package.

Buyers must rely on their own enquiries in relation to the Land Contract and Building Contract relevant to the particular House and Land Package.