

Annexure “E” to Contract For Sale of Vacant Land by Offer And Acceptance

Landscaping Incentive

This form is to be completed to obtain the front landscaping and fencing incentives of up to (in the aggregate) \$7000 inclusive of GST. Please tick which items are being applied for:

- Front Landscaping (maximum value of up to \$3500 inclusive of GST)
- Side Fencing (maximum value of up to \$3500 inclusive of GST)

Once you have completed all sections and complied with:

- a) if you are applying for the front landscaping incentive, all of the Landscaping Conditions (see numbered paragraph 3 of Part A below); and/or
- b) if you are applying for the fencing incentive, all of the Fencing Conditions (see numbered paragraph 3 of Part B below),

please save and email this form, and any required documentation, at least 8 weeks prior to lock-up date, to: kiara@communities.wa.gov.au

Owner's details

Owner's name ('you'):			
Current contact address:			
Mobile:		Email:	
Address for rebate cheque:			

New home address

Lot number:		Street number:	
Street name:		Suburb:	
Date lot settled:		Anticipated date of occupancy:	
Builder's name:		Builder's phone no:	

By completing this section where indicated below, I/We confirm that I/We have reviewed our Contract of Sale and have met all of the Landscaping Conditions and Fencing Conditions (as applicable to this application) and have completed all work required to claim the front landscaping and/or fencing incentives (as applicable):

Owner's signature:		Date:	
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Part A – Front landscaping terms and conditions

1. The Seller will nominate the contractor that is to provide and install the SugarGum Waterwise front landscaping package to your Property (“the Landscape Contractor”) if the Landscaping Conditions are satisfied.
2. The SugarGum Waterwise front landscaping package (“Waterwise Landscaping Package”) for the front of your Property will comprise a combination of the following:

A. Consultation

ONE (1) consultation (for a maximum of 2 hours) to discuss your needs and establish a general landscape concept prior to commencing the work, will be arranged with you by the Landscape Contractor following approval of your application. Please ensure that you have an accurately scaled (1:200 scale) copy of your site plan to give to the Landscape Contractor. This is essential for accurate quantifying of your landscaping. Failure to provide a site plan may delay installation of landscaping.

B. Garden

- a) Subject to paragraph (b) below, the shape of the garden will be as agreed at your one consultation.
- b) There must be a minimum of 50% garden bed to each front area.
- c) While the garden design is flexible, subject to paragraph (b) above, the planting is generally expected to comprise:
 - One x 45 litre street tree (two for a corner).
 - Shrubs and ground covers in 140mm-200mm pot sizes.
 - Waterwise plant species will be mutually agreed upon, or failing agreement, selected by the Landscape Contractor.
- d) Plants will be planted in a quality soil mix.
- e) Garden areas will be mulched with organic mulch.
- f) A WIFI Irrigation controller will be installed.

The maximum cost of the Waterwise Landscaping Package which will be provided by the Seller is \$3500 inclusive of GST. You acknowledge and agree that this may limit the garden design and/or plantings which are possible at the Property. Please also note that hard landscaping features (i.e. walls, concrete kerbing, sheds, swimming pools, brick and concrete paving, etc.) are not included in this package. These items must be installed prior to the consultation for the Waterwise Landscape Package; as a last resort please ensure there is a hard edge that the Landscape Contractor can follow.

The success of your new garden will rely on some basic ongoing maintenance, especially in the establishment phase of the new trees and shrubs. Please take a little time to protect your investment.

3. The Seller will only be obliged to engage the Landscape Contractor to provide and install the Waterwise Landscaping Package to your Property if you satisfy all of the following conditions:
 - a) you develop your Property (and construct your new dwelling) to the land level identified in this Contract (should the development be constructed at a differing level, the Seller will have no further obligation or liability to provide the Waterwise Landscaping Package (or any part thereof) to you);



- b) the total cost of the Waterwise Landscaping Package (taking into account the garden design and plantings which you agree with the Landscape Contractor at your one consultation) must not exceed \$3500 inclusive of GST;
- c) prior to the commencement of the installation of the Waterwise Landscaping Package, you (or you procure that your builder):
- install a 90mm PVC stormwater pipe under the driveway to a depth of 400mm with an offset of 4m from the front of the carport/garage. The PVC pipe is to extend 400mm beyond the edges of the hard surface;
 - arrange for the installation of a 25mm irrigation takeoff point on the property side of the water meter;
 - arrange for the installation of a dedicated waterproof power point to be installed next to the meter box or at the side of the garage; and
 - ensure that the Property is clean, free of rubbish/rubble; and
- d) this form, claiming the Waterwise Landscaping Package is emailed by you to the email address specified above:
- i. only after the roof on your new dwelling has been constructed (and this form must be accompanied by photographic proof, or by a letter from your builder confirming, that this has occurred); and
 - ii. at least 8 weeks prior to the lock-up date of your new dwelling and (in any event) within thirty-six (36) months of the settlement date of the Property (and you are solely responsible for ensuring that your new dwelling is constructed within a time period which will enable you to meet these timeframes),
- (the “Landscaping Conditions”).
4. If any of the Landscaping Conditions are not satisfied, the Seller will have no obligation or liability whatsoever to provide the Waterwise Landscaping Package to you under this Annexure “E”.
5. Subject to you satisfying all of the Landscaping Conditions and to clause 6 below, the Seller will:
- a) engage the Landscape Contractor to provide and install the Waterwise Landscaping Package to your Property; and
 - b) once the Seller is satisfied that the Waterwise Landscaping Package has been installed, certify payment of up to \$3,500 inclusive of GST in payment of the Waterwise Landscaping Package to the Landscape Contractor.
6. If you do not make yourself available to attend the consultation which is referred to in clause 2A, or do not allow the Landscape Contractor to access your Property to undertake the required works in connection with the Waterwise Landscaping Package by the date which is two (2) months after the Landscape Contractor first contacts you, the Seller may terminate its obligations under this Part A of this Annexure “E” by written notice to you, whereupon the Seller will not be obliged to provide the Waterwise Landscaping Package to you.
7. The Seller’s obligation under this Annexure “E” to provide and install the Waterwise Landscaping Package is not transferable or assignable to any other person and may only be claimed by you (the Buyer named in this Contract).
8. The Seller shall not be liable to you under any circumstances for the acts or omissions of the Landscape Contractor responsible for the installation of the Waterwise Landscaping Package.



Part B – Side Fencing Terms and Conditions

1. The Seller will nominate the contractor that is to provide and install the SugarGum Fencing Package to your Property (“the Fencing Contractor”) if the Fencing Conditions are met.
2. The SugarGum Fencing Package includes the following:

Stratco® Good Neighbour Fencing (Superdek Profile) to the side boundaries of your Property in accordance with the SugarGum Development and Design Guidelines.

Colour: Slate Grey

NOTE: The SugarGum Fencing Package does not include fencing of the front boundary of your lot or fencing or gates between the dwelling and side boundaries.

The maximum cost of the SugarGum Fencing Package which will be provided is \$3,500 inclusive of GST.

3. The Seller will only be obliged to engage the Fencing Contractor to provide and install the SugarGum Fencing Package to your Property if you satisfy all of the following conditions:
 - a) you develop your Property (and construct your new dwelling) to the land level identified in this Contract (should the development be constructed at a differing level, the Seller will have no further obligation or liability to provide the SugarGum Fencing Package (or any part thereof) to you); and
 - b) you obtain all approvals, licences, permits and consents (if any) which are required of any governmental, public or statutory authority in connection with the provision and installation of the SugarGum Fencing Package; and
 - c) this form, claiming the SugarGum Fencing Package is emailed by you to the email address specified above:
 - i. only after the roof of your new dwelling has been constructed (and this form must be accompanied by photographic proof, or by a letter from your builder confirming that this has occurred); and;
 - ii. at least 8 weeks prior to the lock-up date of your new dwelling and (in any event) within thirty-six (36) months of the settlement date of the Property (and you are solely responsible for ensuring that your new dwelling is constructed within a time period which will enable you to meet these timeframes),

(the “Fencing Conditions”).

4. If any of the Fencing Conditions are not satisfied the Seller will have no obligation or liability whatsoever to provide the SugarGum Fencing Package to you under this Annexure “E”.
5. Subject to you satisfying all of the Fencing Conditions and to clause 6 below, the Seller will:
 - a) arrange for the Fencing Contractor to provide and install the SugarGum Fencing Package to your Property; and
 - b) once the Seller is satisfied that the SugarGum Fencing Package has been installed, certify payment of up to \$3,500 inclusive of GST in payment of the SugarGum Fencing Package to the Fencing Contractor.
6. If you do not allow the Fencing Contractor to access your Property to undertake the required works in connection with the SugarGum Fencing Package by the date which is two (2) months



after the Fencing Contractor first contacts you, the Seller may terminate all of its obligations under this Part B of this Annexure “E” by written notice to you, whereupon the Seller will not be obliged to provide the SugarGum Fencing Package to you.

7. The Seller’s obligation under this Annexure to provide and install the SugarGum Fencing Package is not transferable or assignable to any other person and may only be claimed by the Buyer named in this Contract.
8. The Seller shall not be liable to you under any circumstances for the acts or omissions of the Fencing Contractor for the installation of the SugarGum Fencing Package in your Property.

