

Standard Terms & Conditions – Bonus Fence

AGREED TERMS

1. PURCHASER OBLIGATIONS

- 1.1 The Purchaser agrees that:
- (a) it is the Purchaser's responsibility to ensure that the Fencing Site is:
 - (i) clear of any builder material, vegetation, debris, or rubbish prior to the delivery of the Bonus Fence;
 - (ii) ready for the installation of the Bonus Fence including the presence of in-ground foundation, reticulation or stormwater facilities;
 - (iii) elevated to a level which is amenable to installation of the Bonus Fence, pursuant to clause 2.1(a);
 - (b) SAHT reserves the right not to deliver the Bonus Fence for any reason.

2. UNDER-FENCE PLINTHS AND FENCE RAILING

- 2.1 Under-fence plinths, sleepers, posts, and fence rails are included as part of the Bonus Pack Offer for Colorbond Good Neighbour Fencing subject to the following conditions.
- (a) the level of the Fencing Site must be suitable in the level of elevation from the adjoining site(s) for the Purchaser to be eligible to receive an under-fence plinth as part of the Bonus Pack Offer (to be finally determined by the SAHT through its fencing contractor);
 - (b) where the Fencing Site is not suitably level and requires the installation of an under-fence plinth of more than 200mm in height or a retaining wall of any height, the Purchaser is liable for the cost of the installation of such under-fence plinth and retaining wall;
 - (c) where front fencing is to be installed, the position of the driveway in an approved plan must be able to be verified on site with measurements;
 - (d) SAHT reserves the right to assess and determine the level of elevation and whether an under-fence plinth and/or a retaining wall is required for it to install the Bonus Fence;
 - (e) SAHT may not deliver the Bonus Fence if:
 - (i) it cannot be reasonably satisfied of the condition or suitability of the under-fence plinth which may or may not be existing at the time of installation of the Bonus Fence;
 - (ii) it determines for any reason that the installation of the Bonus Fence is not viable due to the condition of the Fencing Site.

3. PERMITTED ACCESS

- 3.1 The Purchaser agrees to provide SAHT or its employees, agents, servants, consultants, and contractors with access to the Property to:
- (a) inspect the Fencing Site including preparation and onsite measurements;
 - (b) assess whether an under-fence plinth, sleeper or fence railing or post is required prior to the delivery of the Bonus Fence;
 - (c) clear the Fencing Site of builder material, debris and any other material which may preclude accessibility to the Fencing Site;
 - (d) erect temporary fencing in anticipation for final fencing pursuant to the Bonus Fence if required;
 - (e) install the Bonus Fence including other items it considers necessary for the fulfilment of the Bonus Pack Offer;
 - (f) liaise with employees, agents, servants, consultants, and contractors of the Purchaser's builder to enable access to the Fencing Site;
 - (g) liaise with owners and/or occupiers of neighbouring properties and their respective agents regarding the Bonus Fence.

4. NOTICE TO NEIGHBOURING PROPERTY

- 4.1 Informal Notices will be sent to neighbouring properties to inform them of the installation of the Bonus Fence at the Fencing Site.
- 4.2 The Purchaser agrees that:
- (a) it will assist SAHT in progressing the installation of the Bonus Fence, including issuing a Formal Notice to neighbouring properties pursuant to the *Fences Act 1975* (SA) or approving SAHT to issue a Formal Notice on the Purchaser's behalf, and to assist SAHT to progress the resolution of any dispute with a neighbouring property relating to the installation of the Bonus Fence on the Purchaser's behalf.
 - (b) SAHT is entitled to cease delivery of the Bonus Fence if the installation of the Bonus Fence is disputed by a neighbouring property and at SAHT's sole discretion, the dispute is unable to be resolved within a reasonable manner or timeframe.

5. NO STATEMENT OR REPRESENTATION

- 5.1 The Purchaser agrees that it has received no statement, representation or warranty (express or implied) by the SAHT or its employees, agents, servants, consultants, contractors in respect of:
- (a) security of temporary fencing to the Property;
 - (b) the timetable for installation of the Bonus Fence;
 - (c) the suitability of the Bonus Fence for the Property;
 - (d) the quantity, quality, height, width, design, material, coating, colour, finish, or position of the Bonus Fence;
 - (e) the aesthetic of the Bonus Fence as it relates to existing structures at the Property;
 - (f) the condition of the Fencing Site during installation and upon completion of the installation of the Bonus Fence including but not limited to surplus materials, temporary fencing and plant and equipment.

6. LIMITATION OF TIME

- 6.1 The option to participate in the Bonus Pack Offer is available for a period of twenty-four (24) months after the date of settlement of the Contract of Sale (Expiry Date).
- 6.2 The Expiry Date may be extended by the Purchaser applying to SAHT prior to the Expiry Date. Extension of the Expiry Date is at SAHT's sole discretion.
- 6.3 SAHT reserves the right not to fulfill the Bonus Pack Offer for any reason relating to delay by the Purchaser.

7. INTERPRETATION

- 7.1 **Bonus Fence** means the fence and lockable letterbox incorporated into the Bonus Pack Offer.
- 7.2 **Bonus Pack Offer** means the option to Purchasers to select bonus items as prescribed by the Front Fence Letter Box and Selection Sheet.
- 7.3 **Deed of Agreement** means the Agreement between SAHT and the Purchaser of the Property.
- 7.4 **Expiry Date** means 24 months from the date of settlement of the Contract for the Sale of Land Residential Property.
- 7.5 **Fencing Site** means the site at the Property which the Bonus Fence would be installed and may refer to multiple locations at the same Property.
- 7.6 **Formal Notice** means a Notice pursuant to the *Fences Act SA 1975* (SA).
- 7.7 **Front Fence and Letter Box Selection Sheet** means the Playford Alive Bonus Pack Offer Selection sheet completed by the Purchaser.
- 7.8 **Informal Notice** means a notice to inform neighbouring properties about the fencing work. It is not a Notice pursuant to the *Fences Act SA 1975* (SA).
- 7.9 **Property** means the Property which is the subject of the Contract of Sale for Residential Land between SAHT and the Purchaser.