

**The Developers of Bennett Quarter are pleased to offer a fencing and landscaping package for purchasers within the estate, subject to the following terms and conditions:**

### **1. QUALIFICATION FOR THE FENCING AND LANDSCAPING PACKAGE**

To qualify for the Fencing and Landscaping Package (“F&L Package”) the Buyer must:

- 1.1. have completed construction of a dwelling on the Property on or before 24 months after the Settlement date. The dwelling must be in accordance the plans approved by the Seller’s planning consultant and be in accordance with the estate Building Guidelines and without breaching the Restrictive Covenants;
- 1.2. return a completed Fencing and Landscaping Application Form, in the form made available by the Seller at [www.bennettquarter.com.au](http://www.bennettquarter.com.au), to [sales@joelirrigation.com.au](mailto:sales@joelirrigation.com.au) along with a clear photo of the completed dwelling’s front elevation:
  - 1.2.1. at least 6 weeks prior to date of occupancy; and
  - 1.2.2. on or before the date being 24 months after the Settlement date;
- 1.3. be the applicant on the Application forms; and
- 1.4. not have on-sold the Property.

### **2. 2. TERMS AND CONDITIONS APPLICABLE TO THE F&L PACKAGE**

2.1. Upon the Seller receiving an Application that meets the requirements of clause 1 above, the Seller shall:

- 2.1.1. Countersign the Application and provide a copy of the fully signed Application (“Approved Application”) to the Buyer via email; and
- 2.1.2. provide the Buyer with the contact details of the Seller approved fencing and landscaping contractors (“Contractors”).

2.2. Before the Sellers’ Contractors install the F&L Package at the Property the Buyer must have:

- 2.2.1. repaired all damage to footpaths, kerbing and verge landscaping immediately in front of the Property that occurred between Settlement and the date of the Application to the standard required by the City of Swan;
- 2.2.2. installed all hardscaping on the Property in accordance with the plans approved by the Seller (footpaths, kerbing, planter boxes, driveways, etcetera);
- 2.2.3. installed a 90mm PVC duct under the driveway, 4 metres from the garage for landscaping reticulation;
- 2.2.4. installed a power point in the dwelling’s meter box;
- 2.2.5. cleared the area in front of the dwelling to approximately 40mm below the levels of concrete/ paving; and

2.2.6. arranged for the Buyer’s builder to install boundary pegs in visible locations accurately marking the Property’s boundaries.

2.3. The Buyer must make available to the Contractor, at the Buyer’s cost, water and electricity, to enable the Contractors to complete the installation of the F&L Package.

2.4. The Buyer must use all reasonable endeavours to:

2.4.1. liaise with the Contractors to arrange for the installation of the F&L Package; and

2.4.2. have the F&L Package installed on the Property, within 3 months from the date of the Approved Application. If the Buyer has not used its best endeavours to liaise with the Contractors and have the F&L Package installed within 3 months of the date of the Approved Application, the F&L Package shall lapse and the Buyer will have no further entitlement to the F&L Package.

2.5. The Buyer must inform the Buyer’s builder of the fencing and landscaping installation dates and ensure that the Buyer’s builder either:

2.5.1. provides access for the Contractors to the Property; or

2.5.2. is not on the Property and the Property is free from the Buyer’s builder’s equipment on the installation dates; and

2.5.3. does not interfere with or obstruct the installation of the F&L Package.

2.6. The Buyer acknowledges that the Seller has developed the lots to the correct levels and that if the Property’s ground levels have been altered, it will be because of the Buyer’s builder’s actions. The Buyer must, at the Buyer’s cost:

2.6.1. clean (from rubbish and obstructions) and level the Property; and

2.6.2. pay for any fill, plinths and/or retaining required to complete the installation of the F&L Package, prior to the installation of the F&L Package.

2.7. An Approved Application is not exchangeable, transferable or redeemable by the Buyer for cash.

2.8. The Buyer will not be entitled to receive a rebate or a cash payment for landscaping they have arranged directly themselves – i.e. for landscaping not by the Seller’s approved contractor.



### **3. LANDSCAPING: ADDITIONAL TERMS AND CONDITIONS**

3.1. To complete the Landscaping component of the F&L Package, the Seller shall provide a street tree, an assortment of shrubs and mulch, roll on turf (artificial turf may be installed if requested by the Buyer, but any additional cost over the cost of roll on turf must be paid by the Buyer), landscaping to verge at the Seller's discretion and an irrigation system forward of the building line.

3.2 The Seller's contractor will meet with the Buyer to discuss and confirm the Buyer's preferred landscaping design. The Seller must use their best endeavours to meet with the Seller's landscaping contractor.

3.3 The Landscaping component of the F&L Package does not include any hardscaping, paving, kerbing, walls or aggregate concrete.

3.4 The Buyer shall inform the Contractor if any water pipe work is located under the driveway that may be used to connect to reticulation.

3.5 Any additional landscaping works will be the Buyer's expense, with payment for extra services being made directly to the Contractor.

3.5 Due to landscaping installation requirements, the landscaping component cannot be installed until the driveway including the council crossover has been completed and full key handover has occurred from your builder.

### **4. FENCING: ADDITIONAL TERMS AND CONDITIONS**

4.1 Neither the Contractors nor the Seller are required to reinstate any boundary pegs that are missing or not visible. Any missing or non-visible boundary pegs must be reinstated with visible boundary pegs on the boundaries of the Property at the cost of the Buyer.

4.2 The Seller and fencing contractor are not liable to repair, move or replace a fence installed in-line with the boundary pegs if the boundary pegs are not in the correct locations marking the boundaries of the Property.

4.3 All fences installed into limestone/laterite will be installed in the centreline of the wall and in-line with that centre-line for the entire length of the fence on that boundary.

4.4 All fences installed into sand will be installed to the existing level of the sand on the Property on the installation date.

4.5 If the Buyer requires the fence height to suit paving heights,

the Buyer shall advise the Contractor prior to installation of the fence.

4.6 The Contractor shall not provide capping to fence posts when installing the fences.

4.7 The fences will be installed 1 metre behind the front building line.

4.8 For fencing on secondary street boundaries for corner lots, the fencing will be installed up to 1 metre behind the front facade building line.

4.9 Side gates and fence returns (between the fence on the boundary and the side of the dwelling) are not included in the F&L Package. A Buyer may request the Contractors to install side gates and/or returns at the Buyer's cost, with payments for extra services being made directly to the Contractor.

4.10 Fencing must be installed with a small space under the completed fence, as per the manufacturer's recommendations of approximately 50mm, to allow for airflow and to uphold the structural integrity of the fence. The Buyer should expect that this gap may be up to 100mm depending on individual lot levels and conditions.

4.11 Fencing will consist of colorbond steel fencing will be Shale Grey in colour.

4.12 For lots 401, 408, 413, 425, 426, 449, 452, 455, 464, 465, 470, 471, 475, 485, and 486 (corner lots) semi permeable fencing on the Secondary Street boundary is mandatory. The fencing will be based on a powder coated slat fencing design.

