\$0 Deposit, \$0 Savings Promotion

Terms & Conditions

DEFINED TERMS

In these Terms and Conditions the following terms shall have the following meanings:

Applicant means the person(s) who apply for finance from the financier under the DAP;

Borrower means one or more individual borrowers under the Lending Agreement, or otherwise referred to as the Owner in the HIA Building Contract;

Builder means Pure Homes Pty Ltd Trading as B1 Homes **DAP** means the Promotion described in clause 2.4;

Deposit means the amount required by an authorised financial institution in Australia as a deposit;

HIA Building Contract means the HBCA Lump Sum Building Contract between the Builder and the Owner;

Family Promotion means the Family Assist Promotion specified in clause 2.1;

Family Promotion Payment means the Family Promotion Payment specified in clause 2.1(d);

Financier means SPG Finance Pty Ltd, Trading as Lets Finance;

Lending Agreement means the loan agreement and accompanying documents entered into between the Financier and the Borrower;

Loan Amount means the loan amount approved under the Lending Agreement;

Loan Application means the loan application submitted by the Applicant with respect to the DAP;

Metro Region means the Perth Metropolitan Region Scheme prescribed by Western Australian Planning Commission of the Department of Planning;

Owner means the owner as defined in the HIA Building Contract:

Party means a party to these terms and conditions and Parties has a corresponding meaning;

Promotion means [insert Scott Park's desired name for this program];

Rent Promotion means the Rent Assist Promotion specified in clause 2.2:

Rent Promotion Payment means the Rent Promotion Payment specified in clause 2.2;

Savings Promotion means the Savings Promotion specified in clause 2.3;

Terms and Conditions mean these terms and conditions for the Promotion:

The Works has the same meaning as defined in the HIA Building Contract.

1 CRITERIA FOR SELECTION

1.1 This Promotion:

- (a) may expire at any time as determined by the Builder or the Financier in its sole discretions without notice, and
- (b) is open to all members of the public in Western Australia who execute a HIA Building Contract with the Builder for home construction, within the Metro Region.
- 1.2 The Builder reserves the right to:

- (a) withdraw or change the terms of the Promotion, or this Terms and Conditions, without notice; and
- (b) refuse to provide, suspend or cancel the Promotion to any particular Owner or Borrower in the event that the Owner or Borrower does not comply with these Terms and Conditions.
- 1.3 An Owner or Borrower is only eligible to receive the benefits under all or part of the Family Promotion, the Rent Promotion and the Savings Promotion if he/she/they have a maximum combined value of ten thousand dollars (\$10,000.00).

1.4 A previous Owner or Borrower:

- (a) who was eligible for the promotions, rewards, or has received benefits from the Builder or Financier; or
- (b) who executed a HIA Building Contract or a Lending Agreement prior to the commencement of the Promotion, is ineligible for this Promotion.

2 PROGRAMS

2.1 Family Promotion

- (a) The Family Promotion is designed to assist an Owner who requires financial assistance with a deposit or to pay off a debt in order to obtain a loan approval from a financial institution before entering into a HIA Building Contract.
- (b) To be eligible for the Family Promotion, the Owner must satisfy one of the following criteria:
- (i) the Owner has received funds in their bank account of which value is equivalent to or more than the Deposit, or
- (ii) the Owner has reduced their debt with financial assistance from family members ("Funds") in order to obtain finance approval for a home loan for the purpose of a HIA Building Contract.
- (c) The Deposit of the Funds:
- (i) has been provided by the family members of the Owner;
- (ii) is not capped to a specific amount.
- (d) At the start date of The Works (as defined in clause 9(a) in a HIA Building Contract), the Builder will pay a one lump sum amount equivalent to the value of the Deposit or the Funds received by the Owner into a bank account nominated by the Owner ("FAP").
- (e) The FAP is intended to reward the Owner's parents or family members who contributed to the Deposit or the Funds.

2.2 Rent Promotion

(a) The objective of the Rent Promotion is to assist an Owner who can afford to pay the Deposit but cannot afford to pay

rent and meet the payment obligations under a HIA Building Contract

- (b) There is no specific eligibility requirement to be satisfied.
- (c) At the start date of The Works (as defined in clause 9(a) in a HIA Building Contract), the Builder will pay to the Owner in one lump sum ten thousand dollars (\$10,000.00) into the Owner's nominated bank account ("Rent Promotion Payment").
- (d) The Rent Promotion Payment is calculated:
- (i) on the basis that the weekly rent is five hundred dollars (\$500.00); and
- (ii) for twenty (20) consecutive weeks from the "Slab Down" stage to when The Works reaches the Practical Completion Inspection ("PCI") stage as defined in the HIA Building Contract.
- (e) Notwithstanding clause 2.2(a), the Owner may use the Rent Promotion Payment to make any other payments or for any other purposes as they desire.
- (f) Any extension or delay to The Works under the HIA Building contract does not entitle the Owner to any adjustment of the value of the Rent Promotion Payment.

2.3 Savings Promotion

- (a) The objective of the Savings Promotion is to assist customers of the Builder who cannot afford to pay the Deposit, do not meet lending institutions' lending criteria, or are ineligible for the Family Promotion and the Rent Promotion
- (b) Scope of Savings Promotion includes:
- (i) the Builder through the Financier, will assist customers in reaching their minimum deposit or savings target by providing ongoing support and advice;
- (ii) The Financier will provide coaching and support to assist customers to reduce their debt and achieve savings target in order to meet financial institutions' lending criteria; and
- (iii) The Financier will provide information and advice relating to financial options or products offered by the Financier.
- (c) The Builder will provide incentives and rewards to the customers once they have reached agreed milestones, whereby they can only redeem at Pre-start.
- (d) As and when the customers meet the lending criteria and are eligible for either the Family Promotion or the Rent Promotion, the customers may:
- (i) utilise financial options or products offered by the Financier;
- (ii) participate in any of the other programs provided as part of the Promotion if the Promotion is still available; and
- (iii) subject to the customer's eligibility, participate in any other available promotions of the Builder if the Promotion has expired or is no longer available.
- (e) Rewards and incentives will only be eligible to customers once they have signed a HIA Building Contract with the Builder.

2.4 The DAP

- (a) The DAP is a no savings home loan promotion advertised by the Builder under the trading name of B1 Homes which serves as an extension of the financial solutions provided by the Financier.
- (b) Subject to the eligibility criteria in Clause 1, to be eligible for the DAP, the Applicant must;
- (i) be at least eighteen (18) years of age;
- (ii) be an Australian citizen or a permanent resident of Australia;
- (iii) submit their Loan Application to the Financier for a maximum loan amount of forty thousand dollars (\$40,000.00) during the period when the offer of the DAP is still valid under the Promotion.
- (iv) meet all other lending criteria of the Financier;
- (v) obtain an unconditional approval for the Loan Application from the Financier; and
- (vi) execute the Lending Agreement with the Financier.
- (c) The Borrower agrees and acknowledges that:
- (i) after the Loan Application is approved, the Lending Agreement will be paid into the Borrower's nominated bank account in accordance with the Lending Agreement; and
- (ii) the Loan Amount is intended to assist the Borrower for payment of the Deposit.

3 TERMINATION

- 3.1 In the event of termination of the HIA Building Contract:
- (a) by the Owner for any reason, then the Owner agrees to refund the full value of the Family Promotion Payment or Rent Promotion Payment, whichever is applicable, including any payment or monies received from the Builder under this Promotion, to the Builder within thirty (30) days from termination;

or

(b) by the Builder only to the extent that the Owner is in breach of the HIA Building Contract or those Terms and Conditions, and through no fault of the Builder, then the Owner agrees to refund the full value of the Family Promotion Payment or Rent Promotion Payment, whichever is applicable, including any payment or monies received from the Builder under this Promotion, to the Builder within thirty (30) days from termination.

4 RELATIONSHIP DISCLOSURE

- 4.1 B1 Homes is a home building business owned by Scott Park Group Pty Ltd (ACN 118798253)
- 4.2 SPG Finance Pty Ltd (ACN 151558539) is an Australian licenced credit provider which is a related body corporate of Scott Park Group Pty Ltd pursuant to the Corporations Act 2011 (Cth).

5 OTHER

- 5.1 The Builder and/or the Financier make no representation or warranty:
- (a) that the Rent Promotion Payment reflects the actual rent amount payable by the Owner and is sufficient to

compensate for the actual rent payable by the Owner at any time. The Builder shall not be liable for any shortfall if the actual rent payable by the Owner exceeds the value of the Rent Promotion Payment;

- (b) about the availability and suitability of any financial products or options provided by the Financier, and the Owner or customers are encouraged to read and understand any relevant product disclosure statement, or seek independent financial or legal advice;
- (c) the Applicant's eligibility to the DAP; and
- (d) the availability and suitability of any financial products or options provided by the Financier.

- 5.2 The Applicant and/or the Borrower agree and acknowledge that:
- (a) the Builder is not a licenced credit provider and does not engage in credit activities or provide financial services relating to credit contract;
- (b) they are encouraged to read and understand any relevant product disclosure statement provided by the Financier, and seek independent financial or legal advice; and
- (c) they must make their own enquiries to determine if they are eligible for DAP.

Signature:		Date:
J	(Client #1)	
Signature:		. Date:
· ·	(Client #2)	
Signature:		Date:
	(Consultant)	