



## **WATERWISE LANDSCAPING PACKAGE TERMS AND CONDITIONS - STAGE 39 ONWARDS**

### **Buyer Eligibility**

Subject to the Buyer completing the construction of their dwelling within the contractually agreed period after settlement of the land, approved fencing entitles the Buyer to the following:

The Package is subject to the following Terms and Conditions:

1. Subject to the Buyer complying with Clause 1 the Seller agrees to provide good quality water-sensitive landscaping and reticulation works to:
  - a. The front garden of the property inclusive of the laying of instant turf to not greater than 50% of the area forward of the front building setback line to the road curb or in the case of a corner lot from the side boundary line to kerb by a contractor or contractors nominated by the Seller (Landscaping).
2. As part of the Landscaping, the Seller agrees to provide:
  - a. One consultation between the Buyer and the landscape contractor.
  - b. The design, supply & installation of irrigation & landscaping to the whole of the front garden (and side if a corner lot) forward of the building set back line or forward of property boundary for side corner lots by the landscape contractor.
  - c. Site-works, limited to minor grading. (Please refer to points 5 and 6 under **Buyer Obligations**).
  - d. Soil conditioner incorporation to all turf and garden bed areas.
  - e. An irrigation system to service the turf and garden areas consisting of the following:
    - i. Fixed below ground 25mm Class 9 / 20mm Class 12 rigid PVC work.
    - ii. A Wi-Fi enabled smart meter and 6-station controller for all standard lots and a 12-station controller for corner lots fixed to the outside wall of the house adjacent to the Western Power Meter Box, installed by a licensed electrician.
    - iii. Fixed spray irrigation to garden areas.
    - iv. A tested brass ball valve with back-flow preventer installed by a licensed plumber.
  - f. Minimum one street tree for regular lots and three street trees for corner lots.
  - g. A 12-month warranty period covers faulty workmanship of the manufactured goods including valves, sprinklers, controllers, and pipe work.
3. The Buyer acknowledges and agrees:
  - a. The Landscaping may only be used for the front garden (and side for corner lots) and is not negotiable. It cannot be used for rear or side areas (except in the case of corner blocks) or for works not listed under the Annexure.
  - b. The Landscaping applies only to soft landscape works and does not include rockeries, retaining walls or any other type of hard landscape works.
  - c. Water for irrigation is to be supplied via the mains water system.
  - d. Plant quantities will be determined as per landscape design, availability, and budget restrictions.
4. To avoid delays, the Buyer should submit applications for landscaping at least six (6) weeks prior to the expected date of the handover of keys for the dwelling.

### **Buyer Obligations**

5. Prior to commencement of the landscaping works, the Buyer must remove all rubbish and rubble and level the area to be turfed and irrigated.
6. The Buyer is responsible to ensure that where the proposed turf area meets the kerb, driveway or path, the final level of the soil is to be approximately 30mm below the top of that hard area.

7. The Buyer must install a 90mm PVC stormwater pipe beneath the driveways offset 4m from the front of the carport/garage.
8. The Buyer must provide to the landscaping contractor an accurate “to scale” copy of the block/site plan at the design consultation to assist the Contractor with the landscaping layout.

### Buyer Acknowledgements

The Buyer acknowledges and agrees with the Seller that:

- a. The Package is not redeemable for cash or any other product or services.
- b. The Package is to be delivered in its entirety, including a street tree (3 for corner lots). If the land has been altered to a state where the full landscaping package cannot be provided, the landscaping package will become void and not available to the Buyer. Requests by Buyers to have areas left not landscaped will not be supported. The Package will not be available to the Buyer if the following alterations have been made to the site:
  - Hardscaping of the verge.
  - Alteration of the verge so that a street tree cannot be installed.
  - Provision of artificial turf; and
  - Any other alteration of the site that the Project Manager deems to contravene the desired outcome of the Package.
- c. The Package is personal to the Buyer and will not apply to, and cannot be transferred to, any other party to whom the Property is sold or transferred and will become null and void should the Property be on sold to another party.
- d. The Buyer will not be eligible for the Package unless it complies with the requirements of Clause 1.

### Indicative Location of Fencing and Landscaping

For information purposes, the below sketch is an indicative plan of the location of the fencing and landscaping.

