

April 1, 2010

Terms and Conditions - Home and Land Packages

1. Each home and land package in consists of land and a home which are sold separately. Northview Pty Ltd is responsible for the sale of the land only. A Buyer wishing to purchase a home and land package will need to enter into the Land Contract with Northview Pty Ltd and a separate contract (Building Contract) with the relevant builder (Builder) for construction of the home. To get the benefit of the home component of the home and land package, the Buyer will need to enter into the Building Contract and that contract must be unconditional in relation to the obligations of the Buyer.
2. The Builders are not subsidiaries or related entities of Northview Pty Ltd. Northview Pty Ltd makes no representations and gives no warranties about the Builder's ability to enter into or perform the Building Contract. Northview Pty Ltd will not be liable for any failure by the Builder to enter into or perform the Building Contract, for any representations made by the Builder or for any loss suffered by the Buyer or any other person in any way arising out of or relating to the Building Contract, the failure of the Builder to enter into the Building Contract or the construction of a home, or for any delays in construction.
3. The price of a home and land package is:
 - (a) Is based on the Builder's standard specifications and inclusions for the home, which can be obtained from the Builder.
 - (b) Unless otherwise advertised, the price may be subject to exclusions such as landscaping, fencing, and any other exclusions nominated by the Builder. Buyers should make appropriate enquiries with their Builder prior to purchase.
 - (c) The price does not include stamp duty on the Land Contract or the Building Contract, registration fees (including registration fees in relation to the transfer of the land), local government change in ownership fees and any other fees or charges relevant to the acquisition of land or a home or the construction of a home. The Buyer will need to pay these fees and charges separately.
 - (d) The price does not include legal fees or the costs of other services which may be required by a Buyer in relation to the Land Contract, the purchase of the land, the Building Contract or the construction of the home. The Buyer will need to pay these fees and costs separately.
 - (e) The price is correct as at the time of publication, but may change as a result of variations in the inclusions or specifications of the home required by the Buyer or changes in local, state or federal government laws or requirements which affect the inclusions or specifications of the home. Unless the price is advertised as a "fixed price", the home price may vary in other circumstances as set out in the Building Contract. The land price is subject to adjustments under the Land Contract.
4. Alterations may be required to the advertised home to ensure it complies with any building covenants applying to the land. The Buyer is responsible for satisfying themselves as to the compatibility of the home with the applicable building covenants.
- 5.. The Buyer should make their own enquiries regarding the full specifications for any home and land package they are interested in.
6. Photographs and illustrations in advertisements & on this website are intended to be a visual aid only and may show items or inclusions which do not form part of the home and land package. Northview Pty Ltd gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement or on this website.

BEFORE ENTERING A CONTRACT FOR SALE YOU SHOULD OBTAIN INDEPENDENT LEGAL AND FINANCIAL ADVICE.