

Upgrade Pack Offer - Terms and Conditions

1. Definitions

In these Terms and Conditions:

Building Contract means any building contract between Kingsbridge Homes and an Eligible Customer for the construction of a new residential dwelling.

Claim means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation.

Commencement Date means 1 January 2026.

Eligible Customer means a new customer who is in the Tender Stage and has not previously signed a Building Contract with Kingsbridge Homes.

Existing Building Contract means any building contract between Kingsbridge Homes and an Existing Customer.

Existing Customer means any existing customer who has previously entered or is in the process of entering into a Building Contract with Kingsbridge Homes and is no longer in the Tender Stage.

Kingsbridge Homes means Hermitage Building Group ACN 150 694 572 trading as Kingsbridge Homes.

Offer Period means the period the Upgrade Pack Offer is available to Eligible Customers.

Offer Price means the advertised GST inclusive price of the Upgrade Pack applicable at the time the Eligible Customer receives their Tender Pack.

MOSAIC Studio & Style Offer means the Upgrade Pack titled "MOSAIC Studio & Style".

Retail Value means the 'Retail Value' price including in the Upgrade Pack as an approximate retail value of the Upgrade Pack, as determined by Kingsbridge Homes.

Tender Pack means the proposed plans and specifications to be included, in final form, in the Building Contract.

Tender Stage means the stage before the Building Contract is signed where Kingsbridge Homes and the Eligible Customer, among other things, prepare the Tender Pack.

Terms and Conditions means these terms and conditions, as amended from time to time by Kingsbridge Homes.

The Year-Round Comfort Pack means the Upgrade Pack titled "The Year-Round Comfort Pack".

Upgrade Pack Offer means Kingsbridge Homes' offer, subject to these Terms and Conditions, to allow Eligible Customers to include Upgrade Packs in their Tender Pack at the Offer Price during the Tender Stage.

Upgrade Pack means the optional upgrade products offered under the "Upgrade Your Everyday Promotion," including their relevant specifications, which Eligible Customers may elect to include in their Tender Pack during the Tender Stage.

2. Interpretation

In these Terms and Conditions headings do not affect interpretation, and unless the context requires otherwise:

- 2.1. references to laws include all amendments and replacements;
- 2.2. the singular includes the plural and vice versa;
- 2.3. time refers to Melbourne time;
- 2.4. days mean calendar days;
- 2.5. "include" means "including without limitation"; and
- 2.6. references to "A\$", "\$", "AUD" or "dollars" mean Australian dollars.

3. Offer and Eligibility

- 3.1. Kingsbridge Homes is offering the Upgrade Pack Offer to Eligible Customers from the Commencement Date.
- 3.2. The Upgrade Pack Offer is:
 - 3.2.1. only available at the Offer Price to Eligible Customers who elect to include Upgrade Packs in their Tender Pack during the Tender Stage; and
 - 3.2.2. not available to Existing Customers.
- 3.3. Kingsbridge Homes reserves the right to:
 - 3.3.1. verify the eligibility of any Eligible Customer; and
 - 3.3.2. refuse to provide the Upgrade Pack Offer to any customer who is not an Eligible Customer.

4. Offer Period

- 4.1. The Upgrade Pack Offer is available only during the Offer Period.
- 4.2. Kingsbridge Homes may, without notice to Eligible Customers, and in its absolute discretion:
 - 4.2.1. extend the Offer Period; or
 - 4.2.2. bring the Offer Period (or Upgrade Pack Offer) to an end.

5. Upgrade Pack – General Limitations

- 5.1. The Upgrade Pack Offer cannot be combined with any other offers, promotions, rebates, or incentives unless approved in writing by Kingsbridge Homes.
- 5.2. Upgrade Packs:
 - 5.2.1. cannot be assigned, transferred, exchanged or redeemed for cash, credit, or other goods or services offered by Kingsbridge Homes; and
 - 5.2.2. cannot be applied to Existing Building Contracts on or before the Commencement Date.

- 5.3. The inclusions comprising the Upgrade Packs are subject to inclusions being available by the relevant manufactures or suppliers.
- 5.4. All measurements included in the Upgrade Packs are subject to applicable tolerances, including those prescribed by the Victorian Building Authority (VBA) and relevant standards.
- 5.5. Kingsbridge Homes may, at its reasonable discretion, amend, withdraw, or substitute inclusions within an Upgrade Pack.
- 5.6. All details, inclusions, specifications, plans, measurements and other information included in the Upgrade Pack Offer are indicative only and may be amended prior to, or at the time of, execution of the Building Contract.

6. Upgrade Pack - Specific Limitations

- 6.1. In the Year-Round Comfort Pack Offer:
 - 6.1.1. any reference to energy efficiency ratings, sustainability features or minimum regulatory standards (including NatHERS ratings) is provided for general information only and is based on preliminary designs and assumptions;
 - 6.1.2. Kingsbridge Homes makes no representation, warranty or guarantee as to the actual energy rating, thermal performance or energy efficiency outcomes of the dwelling once constructed; and
 - 6.1.3. final energy ratings may vary depending on factors including final design, orientation, materials, construction methods, site conditions, regulatory requirements and assessor determinations.
- 6.2. The voucher as part of the MOSAIC Studio & Style Offer:
 - 6.2.1. must be used exclusively for selected upgrades and holds no cash value;
 - 6.2.2. cannot be applied as a discount to the build price or redeemed for credit; and
 - 6.2.3. must be fully utilised during the Tender Stage, and any remaining balance following the Tender Stage will be forfeited.

7. Marketing, Photography and Social Media

- 7.1. Images contained in the Upgrade Packs are for illustrative purposes only and may not represent the final appearance, specifications, or finishes of the inclusions in the Upgrade Pack.
- 7.2. Descriptions of the inclusions in the Upgrade Packs are general in nature and do not represent a comprehensive description or specification of the inclusions. For complete specifications of the inclusions, please contact Kingsbridge Homes.
- 7.3. The Retail Value included in the Upgrade Packs are current as at the Commencement Date and may be subject to change or updated from time to time.
- 7.4. Kingsbridge Homes may post promotional or positive commentary, reviews or content relating to the Upgrade Pack Offer on social media platforms or other public forums.
- 7.5. Subject to the Eligible Customer's prior written consent (which must not be unreasonably withheld), the Eligible Customer authorises Kingsbridge Homes to take photographs and video recordings of the Upgrade Packs which have formed part of the scope of building

works in the Building Contract, for the purposes of marketing, promotion, advertising and portfolio use.

8. Variation, Withdrawal and Errors

- 8.1. Kingsbridge Homes may vary these Terms and Conditions at any time during the Offer Period by publishing the updated terms on its website.
- 8.2. Kingsbridge Homes may correct any errors or omissions in any advertising, offer or promotional materials relating to the Upgrade Pack Offer.
- 8.3. Any variation or withdrawal of the Upgrade Pack Offer will not affect a Building Contract that has already been signed.

9. Disputes

If there is any dispute arising out of or in connection with the Upgrade Pack Offer or Upgrade Pack, Kingsbridge Homes may issue a determination in respect of the dispute. Subject to law, Kingsbridge Homes' decision will be final and binding.

10. Liability

Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies under the Australian Consumer Law that cannot be excluded, restricted or modified.

11. General

- 11.1. Kingsbridge Homes may assign or novate its rights or obligations under these Terms and Conditions.
- 11.2. In the event of any inconsistency between these Terms and Conditions and the Building Contract, the Building Contract prevails.
- 11.3. These Terms and Conditions are governed by the law of the State of Victoria, Australia.

12. Enquiries

If you have any queries, please contact us at:

info@kingsbridge.com.au

1800 897 876

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