

# ANNEXURE ( )

SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

## TIMBER PEST INSPECTION REPORT

This contract is conditional upon a timber pest report to Australian Standard 4349.3 being obtained **no later than fourteen (14) days before settlement / seven (7) days from the buyers finance approval / acceptance of this offer** by and at the expense of the buyer(s) from a licensed pest control operator certifying that all structural improvements are free from timber pest activity on the date of the inspection and stating also whether such inspection disclosed damage occasioned by previous timber pest activity, and the extent and nature of any damage. If the report discloses timber pest activity or damage and the seller at his own expense is unable or unwilling to eradicate, remedy or rectify such timber pest activity or damage then the buyer(s) may at any time within (7) days of the date of such report, give notice in writing terminating the Contract whereupon the Contract shall be at an end and all deposit and other moneys paid thereunder shall be repaid to the buyer in full.

If the buyer(s) does not strictly comply with the time limits in this clause, then the buyer(s) shall be deemed to have waived the benefit of this clause.

Initials \_\_\_\_\_

## IMPROVEMENTS

**\* Select as Required**

### **\* IMPROVEMENTS SUBJECT TO APPROVAL**

The buyer acknowledges that some improvements on the Property may not be approved by the Local Shire or Council. Should any improvements not be approved then the seller at their own cost will seek approval from the local council and obtain a letter stating that the council has no objection to the existing structure and all improvements have been noted on council records. This letter is to be provided prior to settlement. Should the seller(s) be unable or unwilling to comply with any additional requirements the council may impose, then the buyer(s) may terminate this contract.

Or

Initials \_\_\_\_\_

### **\* IMPROVEMENTS NOT SHIRE APPROVED**

The buyer(s) acknowledges that some improvements on the Property may not be approved by the Local Shire or Council and the Seller does not warrant or represent that the improvements on the Property are approved by the Local Shire or Council. The buyer agrees not to make any claim or to hold the Seller liable for any loss or damage arising out of the improvements not being approved by the Local Shire or Council.

Or

Initials \_\_\_\_\_

### **\* ALL IMPROVEMENTS ARE SHIRE APPROVED**

The seller(s) represents and it is a condition of this Contract that all buildings and improvements on the Property are as at the date of this Contract approved by the Local Shire or Council.

Or

Initials \_\_\_\_\_

### **\* COUNCIL SEARCH & PLANS PROVIDED**

The buyer(s) has received a copy of the council building enquiry and available plans and accept that this "improvements" condition as satisfied

Initials \_\_\_\_\_

## SWIMMING POOLS & SPAS (Where installed)

\* The seller(s) warrants that the swimming pool or spa and fencing complies with the Australian standard section 2.13 & 2.14 1926.1-1993 as set out by the shire of the property.

Or

Initials \_\_\_\_\_

\* The buyer acknowledges that in the event that the swimming pool or spa and fencing do not meet the Australian Standard 2.13 & 2.14 1926.1-1993 or are not approved, they accept responsibility to comply.

Initials \_\_\_\_\_

## BUILDING / STRUCTURAL REPORT (If required)

\* This offer is subject to a builders report to Australian standard 4349.1, by a suitably qualified operator at the buyer(s) cost within seven (7) days of acceptance of this offer to the buyer(s) satisfaction. If the buyer(s) is not satisfied with the report, then the buyer(s) must notify the seller(s) in writing within ten (10) days of acceptance of this offer. Should the buyer(s) not strictly comply with the time limits in this clause, then they will be deemed to have waived their rights under this clause and accept the building in the condition as at the date of the offer.

**REQUIRED** Initials \_\_\_\_\_ / **NOT REQUIRED** Initials \_\_\_\_\_

Or

\* This offer is subject to a report from a structural engineer of the buyer(s) choice certifying that the main dwelling is structurally sound. This report is to be obtained within seven (7) days of acceptance of this offer and at the buyer(s) expense. The buyer(s) reserves the right to withdraw from this contract, by notice in writing to the vendor(s), within ten (10) days of acceptance of this offer should the report disclose that the main dwelling is not structurally sound, then a copy of this report is required to be provided to the sellers Real Estate Agent. Should the buyer(s) not strictly comply with the time limits in this clause, then they will be deemed to have waived their rights under this clause and accept the building in the condition as of the date of the offer.

**REQUIRED** Initials \_\_\_\_\_ / **NOT REQUIRED** Initials \_\_\_\_\_

## BUYER ACKNOWLEDGEMENTS

Asbestos was a widely used building product in Western Australia. The seller(s), Luke Nass Real Estate and its employees cannot guarantee whether the property or buildings are free from asbestos. The buyer has made their own enquiry to such matters.

Initials \_\_\_\_\_

Boundary Demarkations – the buyer(s) acknowledge that the property boundaries have been demonstrated by the sellers Agent to the best of the Agents knowledge. Notwithstanding this, the property boundaries as depicted, may not be true and correct and only a re-survey of the subject property will determine the exact property boundaries. Should the buyer(s) require a re-survey, a special condition to this contract is required.

Initials \_\_\_\_\_

**USE OF THE LAND**

The Agent strongly advises the Purchaser(s) to make their own enquiries as to the use and zoning of the land ( including any development opportunities) and if the Agent has stated a particular zoning for the land, they do so in good faith as a result of their verbal enquiries with the local council. The Purchaser(s) acknowledge that they have made their own enquiries and have satisfied themselves in this regard.

Initials \_\_\_\_\_

**SELLER(S) WARRANTIES**

All the improvements on the property to be in the same condition as inspected as at the date of the contract.

The seller(s) warrants that at the time of settlement the following shall be in working order.

1. All electrical plant & equipment:
2. All gas plant and equipment:
3. All plumbing included but not limited to:
  - (a) All water supply pipes, taps including washers
  - (b) All effluent disposal systems and (where installed) septic tanks, leach drains.
  - (c) Reticulation where installed either automatic or manual including bore, however the purchasers accept that some bores may run low at the height of summer and this may effect how much water it will produce.
4. Solar hot water system where installed (including boosters)
5. In the case where an electronic security system is installed:
  - (a) All electronic equipment, sensors, wiring, smoke detectors, alarm units and any other component that forms part of the electronic security system. The seller warrants that if an alarm is installed and is monitored, the buyer will not be liable for any ongoing contracts and the alarm is transferred to the buyer free from all encumbrances.
6. In the case where a swimming pool or spa is installed:
  - (a) All pumps, cleaning and filtration systems, plumbing and (where installed) heating equipment.
7. The seller(s) warrants that all locks shall be in working order at settlement & that a set of keys shall be made available for all locks.
8. Seller is required to have at least 2 RCD's and hardwired smoke detectors as per current legislation installed prior to settlement.

**Excluded items** – The Seller advises that the following items are excluded from this warranty:

- (a) Electronic ignition to hotplates      (b) Timers on ovens      (c) Gutters and down pipes

Other \_\_\_\_\_

The seller(s) warrants that at the time of settlement the following items shall be attended to or carried out.

\_\_\_\_\_  
Initials \_\_\_\_\_

If any repairs are needed or work as described above be required, then the seller(s) shall prior to settlement, at the seller's expense and in a proper workmanlike manner, carry out the required repairs or work. If the seller(s) is unwilling or unable to attend to the repairs or work prior to the settlement, the seller(s) will permit the buyer(s) access to the property, at any time with prior notice before settlement, for the purpose of obtaining quotes for the repairs or work. The buyer(s) shall obtain two quotes for the repairs or work required, and the seller(s) agrees for an amount to be held in trust at settlement based on the lower of the two quotes obtained by the buyer(s) pending disbursement to the buyer within 5 days of settlement. Should a dispute arise regarding disbursement then funds will be held pending resolution of the dispute.

Initials \_\_\_\_\_

**DISCLOSURE OF INTEREST Pursuant to Article 16 of the Code of Conduct**

Luke Nass Real Estate hereby notifies the buyer(s) and seller(s) of this Contract that Luke Nass Real Estate has a significant relationship with the following suppliers and in some cases receive a referral fee and payment for referral of their services as follows;

<u>Company</u>	<u>Interest</u>	
_____	We refer clients to this company on a regular basis.	Initials _____
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_____	_____	Initials _____
<u>See our web site <a href="http://lukenass.com">lukenass.com</a> for other regularly used companies</u>	We refer clients to these companies on a regular basis.	Initials _____

The relationship is capable of producing conflict between the interests of the party to the transaction and the Agent. ie(The Agent owns a part of the supplier or referral based relationship of the supplier or (other as the case may be). As a result the Agent may receive a financial benefit if settlement of the transaction is effected.) **Example of explanation of potential conflict:** (Because the Agent will only receive benefit if the transaction is effected, it is possible that the proposed supplier may be faced with a conflict of interest if, for instance, you choose to terminate the transaction before the settlement or to seek advice about your rights to do so).

BUYER : \_\_\_\_\_ WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_

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