**INFORMATION SHEET – BUILDING INSPECTION ANNEXURES TO AN OFFER AND ACCEPTANCE**

This general information sheet includes clauses that you may consider including into your offer to purchase a property. In Western Australia usually an offer to buy property is made using the Contract for Sale of Land or Strata Title by Offer and Acceptance form, commonly called the O & A.

It is suggested not to sign or including any REIWA or sales agencies annexures to the Offer and Acceptance form as most of these only cover the structural aspects of the home and have many exclusions, instead you may consider writing into the Offer and Acceptance the following or a modification of the below clauses to suit your requirements.

Building Inspection

*This contract is subject to, conditional upon and dependent upon the Buyer obtaining, at the Buyers expense a full residential building inspection of the property in accordance with Australian Standard AS 4349.1 to report on any major defects, safety hazards and a general assessment of the property including non-compliance and minor defects visible on the day of inspection.*

*Access is to be made available to the nominated building inspector by the Seller or their representative and within five days of the Buyer receiving the building inspection report from their nominated inspector the Buyer may request for defects identified to be remedied by the Seller or if the Seller is unwilling to carry out remedial works this contract will be terminated with any deposit paid being refunded to the Buyer.*

Timber Pest Inspection

*This contract is subject to, conditional upon and dependent upon the Buyer obtaining, at the Buyers expense a timber pest inspection of the property in accordance with Australian Standard AS 4349.3 to report on any active timber pests and/ or timber pest damage of the property visible on the day of inspection.*

*Access is to be made available to the nominated timber pest inspector by the Seller or their representative and Within five days of the Buyer receiving the timber pest inspection report from their nominated timber pest inspector the Buyer may request for defects identified to be remedied by the Seller or if the Seller is unwilling to carry out remedial works this contract will be terminated with any deposit paid being refunded to the Buyer.*

General Condition

*This contract is subject to, conditional upon and dependent upon all improvements (free-standing or attached) constructed on the property including, but not limited to any modifications to the original home, patios (including covered pergolas), gazebos, swimming pool and or spa, garages, carports, retaining and other walls are shire approved and meet the building codes at the time of their construction.*

**Note: We are not legal practitioners and are not offering legal advice; each party to any contract should seek their own legal independent advice.**

For further details contact our inspector directly on 0409 906 688.