

SPECIAL CONDITION

Building and Pest Inspection Reports



1. This Agreement is conditional upon the Purchaser obtaining a written building report from a suitably qualified building inspector and a written pest report (together or singularly the 'Reports') from a suitably qualified pest inspector in respect of the Land on or before the day of ('Inspection Date').
2. The Purchaser must use best endeavours to obtain the Reports by no later than the Inspection Date.
3. On or before the Inspection Date, the Purchaser must give written notice ('Notice') to the Vendor that:
 - a. the contents of the Reports are unsatisfactory to the Purchaser; or
 - b. the contents of the Reports are satisfactory to the Purchaser, or alternatively that paragraph 1 of this Special Condition is waived.
4. In determining whether the contents of the Reports are unsatisfactory, the Purchaser must act reasonably.
5. Where paragraph 3.a. of this Special Condition applies, the Notice must attach copies of the Reports and the reasons within the Reports that the Purchaser deems unsatisfactory and specify that the Purchaser terminates the Agreement.
6. Where paragraph 5 applies, the Deposit will be refunded to the Purchaser, and the Agreement terminated. Neither party will have any claim against the other apart from any claim arising out of any rights either party may have against the other as a result of any breach of this Agreement prior to the termination of the Agreement in accordance with this paragraph 6.
7. Where the Purchaser does not provide the Notice on or before the Inspection Date, it is deemed that this special condition is waived.
8. The Vendor must do all things reasonably necessary to allow an inspection of the Land to be carried out for the purposes of producing the Reports.

INITIALS

Initials not required if using electronic signature