



ANNEXURE "C"

SWIMMING POOL

**THIS ANNEXURE FORMS PART OF THE OFFER AND ACCEPTANCE ATTACHED
HERE TO.**

PROPERTY: 5 McWhirter Way Baynton WA 6714

BUYERS DETAILS:

The Seller warrants that all swimming pool equipment including but not limited to pumps, filters, chlorinators and cleaning equipment are in working condition at the time of settlement and understands the buyer is entitled to complete a pool inspection in order to establish all fore mentioned equipment is in working condition.

1. This contract is conditional upon a swimming pool inspection report being obtained no later than 14 days prior to settlement and at the expense of the buyer from a pool technician certifying that all item/s are in good working order.
2. If the pool report discloses any item/s not in good working order, then the Buyer shall supply the Seller with a copy of the report. If the Seller at his/her own expense is unable or unwilling to rectify any items that are not in good working order, then the Buyer at any time within 3 business days of the date of such report, give notice in writing terminating the contract whereupon the contract shall be at an end and the Deposit and other monies paid pursuant to this contract shall be repaid to the buyer. If the Buyer does not terminate the contract within the time specified in this clause, then the buyer shall be deemed to have waived the benefit of this clause.
3. This offer is also subject to the swimming pool fencing complying with current Australian Standards at the time of settlement.
4. The Seller also warrants that the swimming pool will be in clean, swimmable condition at the time of settlement or final inspection if a final inspection is completed.

Buyer

Witness

Date

Buyer

Witness

Date

Seller

Witness

Date

Seller

Witness

Date