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The various draft optional clauses to an agreement of purchase and sale can be extremely important in connection particularly with transactions that are not of a standard or typical nature. It is important, however, to understand that, while the use of additional clauses will be of protection to you as a purchaser, their overuse may simply result in a vendor losing interest in your offer.

A lawyer can draft an offer to purchase which is extremely tight and covers any possible eventuality and potential problem, but it is important to exercise judgment as to when the use of protective or conditional clauses may be necessary or not.

There is indeed an art in drafting an agreement of purchase and sale which takes into consideration the need for protection, the need for clarity and simplicity and the inherent value of proceeding with a transaction based on subjective factors.

You might ask yourself (and your lawyer) the question: do the clauses we are considering including in the offer protect me as a purchaser or you as the lawyer? If your lawyer is thoughtful of your enquiry, the response might be surprising.

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