

CONDITIONS OF TENDER

1 SELLER'S SOLICITORS

- 1.1 The Seller's solicitors are Gabbs Solicitors Limited, 1-2 Chancery Lane ,Hay-on-Wye, Hereford, HR3 5DJ Tel: 01497 820 312 ('the Seller's Solicitors')
- 1.2 Enquiries relating to the tender should be addressed to reference CMT/LHP/618030-12

2 SELLER'S AGENTS

- 2.1 The Seller's agents Brightwells Limited, The Mews, King Street, Hereford, HR4 9BX, telephone 01432261325 ('the Seller's Agents')
- 2.2 Enquiries relating to the tender should be addressed to reference Jeremy Jehan

3 DEFINITIONS AND INTERPRETATION

In these Conditions of Tender and in the annexed Special Conditions:

- 3.1 'the Buyer' means the Tenderer whose Tender is accepted in the manner referred to in condition 9.1 (if any)
- 3.2 'the Buyer's Solicitors' means the person or firm named in the Tender Form submitted by the Buyer (if any) as the person or firm to whom the evidence of title should be sent in the event of the Tender being successful
- 3.3 'the Completion Date' means 7th August 2020 or earlier if by mutual arrangement
- 3.4 'Letter of Acceptance' means the letter annexed to the Tender Form dispatched to the Buyer (if any) by the Seller's Agents notifying him of the Seller's acceptance of his Tender
- 3.5 'the Notification Date' means 13th July 2020 (i.e. the date on or before which the Seller's Agents will despatch to the Buyer (if any) a Letter of Acceptance)
- 3.6 'the Property' means the freehold land (more particularly described in the annexed particulars of sale and the Special Conditions) briefly known as Lot 1, Land at Lower Ailey, Kinnersley, Hereford
- 3.7 'the Seller' means Gwendoline Margaret Thomas, Clive Dennis Thomas and Pauline Margaret Thomas
- 3.8 'the Special Conditions' means the form of special conditions annexed
- 3.9 'Tender' means an offer to purchase the Property made in accordance with these conditions of tender and the Special Conditions
- 3.10 'the Tender Date' means 10th July 2020 (i.e. the date before 12 noon on which any Tender must be received at the Seller's Agents' offices)
- 3.11 'Tender Form' means the tender form at the end of the Special Conditions
- 3.12 'Tenderer' means a person who submits a Tender for the Property

- 3.13 words importing one gender shall be construed as importing any other gender
- 3.14 words importing the singular shall be construed as importing the plural and vice versa
- 3.15 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 3.16 save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally
- 3.17 the clause headings do not form part of these conditions of tender and shall not be taken into account in their construction or interpretation
- 3.18 unless otherwise stated any reference to a numbered condition in these conditions of tender means the condition in these conditions of tender which is so numbered and any reference to a numbered clause or a paragraph or a schedule in the Special Conditions means a clause or paragraph or schedule in the Special Conditions which is so numbered
- 3.19 in the case of any inconsistency between these conditions of tender and the Special Conditions the Special Conditions shall prevail

4 TENDER FORM

Each Tenderer shall send his Tender on the Tender Form completing all the required details and signing the Tender Form and in particular each Tenderer shall supply:

- 4.1 if an individual his full name and address and if the Tender is jointly made with another or others the full name and addresses of all persons making the Tender
- 4.2 if the Tender is made by a company corporation partnership or trust its full name company number and its registered office or (if none) the address of its principal place of business or of the trustees of the trust in the United Kingdom being the address for the company corporation or partnership or trust to which all letters facsimiles or notices required for the purposes of the Tender may be sent or delivered
- 4.3 if the Tender is made by a company corporation partnership or trust the name and capacity of the authorised signatory signing the Tender on its behalf
- 4.4 if the Tender is made by an agent:
 - 4.4.1 the full name and address of the principal as well as the agent and
 - 4.4.2 a document signed by the principal authorising the agent to submit the Tender on behalf of the principal
- 4.5 the amount of the Tender (in words and figures in the appropriate place in the Tender Form) which must be for a fixed sum in sterling
- 4.6 the name and address of the Tenderer's solicitors

5 PAYMENT OF DEPOSIT

- 5.1 Each Tender shall be accompanied by a building society cheque or a solicitor's client's account cheque or a banker's draft (all in sterling and made payable to the Seller's Solicitors) for 10% of the amount of the Tender
- 5.2 If the Tenderer submits with his Tender a form of payment which does not comply with this condition he shall be deemed to authorise the Seller's Solicitors to present the form of payment prior to the Notification Date
- 5.3 If the cheque or draft is not met upon presentation (whether or not re-presented) the Seller may disregard the Tender or if he accepts the Tender enforce payment of the cheque or draft by suing on it or otherwise

6 TENDER TO BE CONTAINED IN SEALED ENVELOPE

- 6.1 The completed Tender form shall be placed intact together with the remittance specified in condition 5.1 in a sealed envelope and dispatched to reach the Seller's Agents before noon on the Tender Date (time in this respect being of the essence)
- 6.2 If sent by post the envelope should be sent by first class pre-paid registered post or recorded delivered service

7 SELLER'S CONSIDERATION OF TENDERS

- 7.1 The Seller does not undertake to accept the highest or any Tender and reserves the right to withdraw the Property from sale at any time prior to the Completion Date
- 7.2 The Seller may disregard any Tender marked 'subject to contract' or qualified in any similar way
- 7.3 The Seller may disregard any Tender from undisclosed principals or any Tender in which the amount is indefinite or calculable only by reference to other Tenders or which otherwise fails to comply with these conditions of tender in any respect
- 7.4 The Seller may disregard any outstanding requirements of or deficiency in the requirements of these conditions of tender without waiving the right to demand subsequent compliance with them

8 OPENING OF TENDER OFFERS

- 8.1 The Seller may authorise the Seller's Agents to open any of the envelopes provided and returned to them prior to 12 noon on the Tender Date to ensure (so far as possible) that all these conditions of Tender have been complied with

8.2 In that event the Seller shall irrevocably instruct the Seller's Agents not to disclose the identity of the Tenderer or the price tendered to the Seller or the Seller's Solicitors or to any third party prior to 12 noon on the Tender Date

9 NOTICE OF ACCEPTANCE

9.1 The Buyer (if any) or his agent will be notified of the acceptance of his Tender by Letter of Acceptance sent to him by first class recorded delivery post at the address for reply (for himself or his agent) inserted in the Tender Form

9.2 Such Letter of Acceptance annexed to a certified copy of the Tender Form shall evidence the contract and the date of the contract shall be the date of dispatch of the Letter of Acceptance and the signature on the Tender Form of the Seller or the Seller's Agents on his behalf shall constitute his or their signature to the whole of the contract and the signature on the Tender Form of the Buyer or his authorised signatory or his agent on his behalf shall constitute his or their signature to the whole of the contract

9.3 Any cheque or banker's draft accompanying the successful Tender or the proceeds of it will then be deemed to be released to the Seller as the deposit payable by the Buyer on the date of the contract on account of the purchase price of the Property PROVIDED THAT the cheque or banker's draft is met on presentation

9.4 All cheques or banker's drafts of unsuccessful Tenderers or the proceeds of them will be dispatched to the unsuccessful Tenderers on or before the second working day following the Notification Date

9.5 No interest will be paid on any cheque or banker's draft which may have been presented or the proceeds of it

10 UNDERTAKING

10.1 In consideration of the promise by the Seller contained in condition 10.2 each person who submits a Tender shall be deemed to accept these conditions and to have undertaken that his Tender is made in accordance with them and that his Tender will remain unvaried and open for acceptance and will not be withdrawn before the second Working Day following the Notification Date

10.2 In consideration of the undertaking referred to in condition 10.1 the Seller promises to pay 5p to each Tenderer (if demanded)

11 COMPLIANCE WITH CONDITIONS OF TENDER

Acceptance of the successful Tender shall not waive (unless the Seller expressly in writing elects to do so) any outstanding requirements of or failure to comply with the requirements of these conditions of tender by the Buyer and the Buyer shall remain liable to comply with them