

CONDITIONS OF SALE BY TENDER

PARTICULARS OF SALE

Lot 2: Land At Cooks Lane, Redmarley, Gloucestershire GL19 3LD

1. The property to be sold comprises 1.21 acres or thereabouts ALL WHICH is comprised in HM Land Registry Title WR55073.
2. The Property is sold subject to and with the benefit of the matters referred to in the Conveyance so far as the same affect the Property.

SPECIAL CONDITIONS

1. Definitions and Interpretation

In these conditions of sale:

- 1.1 “the Seller” means I2I Independent Recruitment Consultancy Limited (Company Registration No. 06674354) of Mayfield Cottage, Cooks Lane, Redmarley, Gloucester GL19 3LD
- 1.2 “the Applicant” means the person wishing to tender an offer for the Property named in the Form of Tender and “Applicants” shall be construed accordingly
- 1.3 “the Buyer” means that applicant whose offer is accepted by the Seller
- 1.4 “the Property” means the property described in the particulars of sale
- 1.5 “the Formal Tender” means the form of Tender annexed to these conditions of sale
- 1.6 “the Tender Date” means the Form of Tender annexed to these conditions of sale
- 1.7 “the Tender Date” means 3rd September 2021
- 1.8 “the Completion Date” means 1st October 2021
- 1.9 “the Purchase Price” means the sum tendered by the Buyer for the Property
- 1.10 “the Seller’s Solicitors” means Lloyds Cooper LLP of 28 South Street, Leominster HR6 8JB Reference LR/IIN0011
- 1.11 “the Seller’s Agents” means John Amos & Co of Lion Court, Broad Street, Leominster HR6 8LE
- 1.12 “the General Conditions” means the Standard Conditions of Sale (Fifth Edition – 2018 Revision)

- 1.13 Where the context so admits the expressions “the Seller” and “the Buyer” includes the Personal Representatives of the Seller and the Buyer
- 1.14 Words importing on gender shall be construed as incorporating any other gender
- 1.15 Words importing singular shall be construed as importing the plural and vice versa
- 1.16 Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons
- 1.17 Clause headings do not form part of this agreement and shall not be taken in to account in its construction or interpretation.

2. Offers of Tender

- 2.1 The Applicant shall complete the Form of Tender by filling in his name and address and shall sign the Form of Tender in the presence of a witness who shall also sign and add his or her address and occupation
- 2.2 The Applicant shall send or deliver the Form of Tender still attached to these Particulars and conditions of sale to John Amos & Co of Lion Court, Broad Street, Leominster HR6 8LE in a sealed envelope marked “Tender for Lot 2: Land At Cooks Lane, Redmarley, Gloucestershire GL19 3LD”
- 2.3 If the Applicant is a company the Form of Tender shall be accompanied by a certified copy of the resolution of the board authorising the signature of the Form of Tender
- 2.4 The tender shall be for a sum of money certain in a whole number of pounds sterling and shall not be for a sum of money calculated by reference to another tender for the Property and shall be inclusive of V.A.T.

3. Deposit

- 3.1 The Form of Tender shall be accompanied by a deposit equal to 10% of the amount of tender made payable to Lloyds Cooper LLP
- 3.2 The deposit shall be paid by Bankers draft or a cheque drawn on a Solicitor's client account
- 3.3 If the cheque or draft is not met upon presentation (whether or not represented) 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
- 3.4 The deposit shall be held by the Seller's Solicitors as stakeholder.

4. Notification of acceptance or non-acceptance

- 4.1 The Buyer will be notified that his tender has been accepted by letter sent by recorded delivery post addressed to the address given in the Form of Tender
- 4.2 The letter of acceptance shall enclose a certified copy of the Form of Tender to evidence the contract and the Date of Contract shall be the date of dispatch of the letter of acceptance and the signature on the Form of Tender of the Seller and the Seller's Solicitors 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 Form of Tender of the Buyer or his authorised signatory or agent on his behalf shall constitute his, her or their signature to the whole of the contract
- 4.3 The Seller intends to notify applicants of whose tenders are not accepted by letter sent by ordinary post and posted on the Date of Contract and any deposit paid will be returned at the risk of the unsuccessful Applicant but the Seller will not be liable for any omission to do so save that if the deposit has been paid into an account of the Seller or Seller's Agents or Seller's Solicitors the Seller shall be liable to repay it without interest.

5. Seller's Consideration of Tenders

- 5.1 While the Seller intends to accept the highest tender properly completed and submitted to the Seller shall not be obliged to accept the highest or any tender
- 5.2 The Seller reserves that right to withdraw the Property an any time or to sell on different conditions or to a person who has not tendered
- 5.3 The Applicant shall not withdraw his tender before the Date of Contract
- 5.4 The Seller will not consider any tender submitted subject to conditions proposed by the Applicant
- 5.5 The Applicant may add comments or additional information concerning his tender and annex hereto which he would like the Seller to take into account when considering which tender to accept.

6. Completion

Completion of the sale and purchase and payment of the balance of purchase price shall take place on the Completion Date at the offices of the Seller's Solicitors or where they may direct.

7. Capacity

The Seller sells with full title guarantee.

8. Possession

The Property is sold with vacant possession on completion.

9. Title and Incumbrances

The Seller's title to the Property has been deduced and has been made available to the Buyer for inspection before the Date of Contract.

10. Other matters affecting the Property

The property is sold subject to:

- 10.1 All local land charges whether registered or not before the date of this Agreement and all matters capable of registration of local land charges whether or not actually so registered.
- 10.2 All notices serves and orders demands proposals or requirements made by any local public or any other competent authority whether before or after the Date of Contract
- 10.3 All actual or proposed charges notices orders restrictions agreements or other matters arising under the enactments relating to town and country planning
- 10.4 All easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any other documents

11. Disclaimer

The Buyer admits that:

- 11.1 He has inspected the Property and purchases it with full knowledge of its actual state and condition and takes the Property as it stands
- 11.2 He has submitted his tender for the Property solely as a result of his own inspection and on the basis of these conditions of tender and note in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Seller (save for any representation or warranty contained in written replies given by the Seller's Solicitors to any preliminary enquiries raised by the Buyer or the Buyer's Solicitors); and
- 11.3 This agreement contains the entire agreement between the parties.

12. Payment search fees

In addition to the Purchase Price the Buyer will on completion pay to the Seller the sum of £355.00 in respect of the fees for searches carried out by the seller's solicitors.

13. Incorporation of Conditions of Sale

The General Conditions shall apply to this agreement so far as they are applicable to the sale by private treaty and are not varied or inconsistent with the terms of this agreement.

14. Merger on completion

The provisions of this agreement shall not merge on completion of the transfer of the Property to the Buyer so far as they remain to be performed.

15. Jurisdiction of Governing Law

These conditions shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

16. Contracts (Rights of Third Parties) Act 1989

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in the contract for sale shall confer on any third party any right to enforce or any benefit of any term of the contract for sale.

FORM OF TENDER

Tenders to be returned to John Amos & Co Lion Court Broad Street HR6 8LE marked "Tender for Lot 2 – Land At Cooks Lane, Redmarley, Gloucestershire GL19 3LD" by 12 Noon on Friday 3rd September 2021.

I/We

of

.....

.....

offer to purchase from I2I Independent Recruitment Consultancy Limited (Company Registration No. 06674354) the Property described in the particulars of sale and conditions of sale by tender

Lot 2 – Land At Cooks Lane, Redmarley, Gloucestershire GL19 3LD comprising approx. 1.21 acres
at the price of (*figures and words*)

£ (..... **Pounds**)

I/We attach a cheque/bankers draft for £

(..... **Pounds**) as a deposit in part payment of the purchase price of the **Property**. (*10% of the bid price*).

I/We agree that if the offer is accepted in accordance with the attached conditions I/We will pay the balance of the purchase monies and complete that purchase(s) and perform the other terms of sale in accordance with the Conditions of Sale.

If we are a Limited Company then a certified copy of a resolution of the Board authorising the signature of this form accompanies this offer.

Dated

Signed

Signature of Witness

Address of Witness

Occupation of Witness

1. My/Our Solicitors are:

Name

Address

Telephone **Reference**

2. My/Our address for correspondence is:

.....
.....

3. My/Our agents are:

Name

Address

Telephone **Reference**

We request that any additional information provided by us on the attached sheet be taken into account by the Seller in his consideration of our offer.

I2I Independent Recruitment Consultancy Limited (Company Registration No. 06674354) of Mayfield Cottage, Cooks Lane, Redmarley, Gloucester GL19 3LD
agreed to sell to

(the Buyer)

the Property described in the annexed particulars of sale and conditions of sale by tender for the price of

£ (..... **Pounds**)

And will complete the sale in accordance with the annexed conditions

Dated

Signed

Signature of Witness

Address of Witness
.....

Occupation of Witness

*Set out here any **Additional Information** that the Buyer wishes to be taken into account by the Seller in consideration of the Buyer's offer
There is no obligation to provide such information*