

**Conditions of tender for freehold property with vacant
possession**

John Amos & Co Sale by Formal Tender

Closing Date for formal tenders:

Friday 11th December 2020 at 12 noon

Lot 1 – 69 acres at Lower House Farm, Huntington, Kington

HR5 3PU

Lot 2 – 54.16 acres at Lower House Farm, Huntington, Kington

HR5 3PU

Lot 3 – 13.86 acres at Lower House Farm, Huntington, Kington

HR5 3PU

Lot 4 – 20.31 acres at Lower House Farm, Huntington, Kington

HR5 3PU

CONDITIONS OF TENDER

1 Seller's Solicitors

- 1.1 The Seller's solicitors are Gabb and Co, Old Bank House, Beaufort Street, Crickhowell, Powys NP8 1AD (Reference AJ/SB/638653/000003) ('the Seller's Solicitors')

2 Seller's Agents

- 2.1 The Seller's agents are John Amos & Co, Lion Court, Broad Street, Leominster,

Herefordshire HR6 8LE (Sarah Holt) Telephone number: 01568 610007 (**'the Seller's Agents'**)

3 Definitions and interpretation

- 3.1 In these Conditions of Tender and in the annexed Special Conditions:
- 3.2 **'the Buyer'** means the Tenderer whose Tender is accepted in the manner referred to in condition 9.1 (if any)
- 3.3 **'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 or any other firm of solicitors appointed by the Buyer and which the Buyer notifies the Seller of (in writing)
- 3.4 **'Competent Authority'** means any local authority highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body
- 3.5 **'the Completion Date'** means the date on which legal completion takes place
- 3.6 **'Letter of Acceptance'** means the letter annexed to the Tender Form dispatched to the Buyer (if any) by the Seller's Solicitors or Agents notifying him of the Seller's acceptance of his Tender
- 3.7 **'the Notification Date'** means the 16th December 2020 (i.e the date on or before which the Seller's Solicitors or Agents will despatch to the Buyer (if any) a Letter of Acceptance)
- 3.8 **'the Property'** means the respective Lots described as Lot 1 – 69 acres at Lower House Farm, Huntingdon, Kington HR5 3PU, Lot 2 – 54.16 acres at Lower House Farm, Huntingdon, Kington HR5 3PU, Lot 3 – 13.86 acres at Lower House Farm, Huntingdon, Kington HR5 3PU and Lot 4 – 20.31 acres at Lower House Farm, Huntingdon, Kington HR5 3PU (more particularly described in the draft transfers supplied with the Tender Documents)

- 3.9 **‘the Property Documents’** means the title documents of the Property listed in Part I of the Schedule relating to Lot 1, Part II of the Schedule relating to Lot 2, Part III of the Schedule relating to Lot 3 and Part IV of the Schedule relating to Lot 4 together with all other related and ancillary documentation pertaining to the Property as listed in Part V of the Schedule
- 3.10 **‘the Seller’** means John Charles Jones and Robert Clive Jones
- 3.11 **‘the Special Conditions’** means the form of special conditions annexed
- 3.12 **‘Tender’** means an offer to purchase the Property made in accordance with these conditions of tender and the Special Conditions
- 3.13 **‘the Tender Date’** means the 11th December 2020 (ie the date on which before 12 noon any Tender must be received at the Seller’s Agents offices)
- 3.14 **‘Tender Form’** means the tender form in the Special Conditions
- 3.15 **‘Tenderer’** means a person who submits a Tender for the Property
- 3.16 words importing one gender shall be construed as importing any other gender
- 3.17 words importing the singular shall be construed as importing the plural and vice versa
- 3.18 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 3.19 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
- 3.20 the clause headings do not form part of these conditions of tender and shall not be taken into account in their construction or interpretation
- 3.21 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

3.22 in the case of any inconsistency between these conditions of tender and the Special Conditions the Special Conditions shall prevail

3.23 where the words 'includes', 'including' or 'in particular' are used in this Agreement they are deemed to have the words 'without limitation' following them

4 Tender Form

Each Tenderer shall send his Tender on the Tender Form completing all the required details (including which Lot the Tender relates to) and signing the Tender Form and in particular each Tenderer shall supply:

4.1 where the Tenderer is an individual(s) 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; or

4.2 where the Tenderer is a company then:

4.2.1 its full name company number and its registered office in the United Kingdom being the address for the company to which all letters facsimiles or notices required for the purposes of the Tender may be sent or delivered

4.2.2 if the Tender is made by a company the name and capacity of the authorised signatory signing the Tender on its behalf

4.3 if the Tender is made by an agent:

4.3.1 the full name and address of the principal as well as the agent and

4.3.2 a document signed by the principal authorising the agent to submit the Tender on behalf of the principal

- 4.4 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 and shall be exclusive of any VAT which may be properly chargeable and which shall be paid by the Buyer in addition to the fixed sum of the Tender and
- 4.5 the name and address of the Tenderer's solicitors
- 4.6 the date on which the offer is made

5 Payment of deposit

- 5.1 Each Tender shall be accompanied by a cheque (in sterling and made payable to the Seller's Solicitors (Messrs Gabb and Co) for 10% of the amount of the Tender such sum being held by the Seller's Solicitors as stakeholder
- 5.2 If the cheque 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 by suing on it or otherwise

6 Tender to be contained in sealed envelope

- 6.1 The completed Tender form together shall be placed intact together with the remittance specified in condition 5.1 in the sealed envelope provided and dispatched to reach the Seller's Agents before 12 noon on the Tender Date
- 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 or deficiency in the requirements of these conditions of tender without waiving the right to demand subsequent compliance with them

7.5 No offer shall be assignable nor may be withdrawn after 12 noon on the Tender Date

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 Agents 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 (signed for) post at the address for reply (for himself or his agent) inserted in the Tender Form in accordance with Condition 4

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 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 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 is met on presentation
- 9.4 All cheques of unsuccessful Tenderers or the proceeds of them will be returned unrepresented 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 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 until 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

12 Notices

- 12.1 Any notice given under this Tender shall be given in writing and may be sent by first class registered post or facsimile to the party to be served at the party's address as notified in writing to the other from time to time or in the case of the Tenderer the address stated in the Tender or to the solicitors named in the Tender

- 12.2 Any such notice shall be deemed to have been served:
- 12.2.1 if delivered at the time of delivery
- 12.2.2 If posted on the following working day after it shall have been posted or
- 12.2.3 if sent by facsimile on despatch provided that if such notice is delivered or transmitted by facsimile after 5.00pm on the day of despatch service shall be deemed to take place on the next working day
- 12.3 It shall be sufficient proof of service that (as the case may be) delivery was duly made or that the envelope containing such notice was properly addressed and posted as a prepaid first class registered letter or that the sender of the facsimile has its copy showing completion of satisfactory transmission

SCHEDULE

Part I

Property Documents

Lot 1

69 acres at Lower House Farm, Huntingdon, Kington HR5 3PU

Official copy title entries HE51071 and documents referred to in title HE51071

Part II

Property Documents

Lot 2

54.16 acres at Lower House Farm, Huntingdon, Kington HR5 3PU

Official copy title entries HE51071 and documents referred to in title HE51071

Part III

Property Documents

Lot 3

13.86 acres at Lower House Farm, Huntington, Kington HR5 3PU

Official copy title entries HE51071 and documents referred to in title HE51071

Part IV

Property Documents

Lot 4

20.31 acres at Lower House Farm, Huntington, Kington HR5 3PU

Official copy title entries HE51071 and documents referred to in title HE51071

Part V

Ancillary Property Documentation

The documents referred to in the List of documents for Tenderers