



Date 2023

## CONDITIONS OF TENDER

**Relating to:**

**The Bank House  
Coombes Moor  
Presteigne  
Powys  
LD8 2HY**

**For the sale by Tender on**

**30 June 2023 at 12 noon**

### SELLER'S SOLICITORS

Gabbs Solicitors  
26a Broad Street  
Leominster  
Herefordshire  
HR6 8BS  
(Ref: REH/642472/6)  
Tel: 01568 616333  
Fax: 01568 614013  
Email: [rhughes@gabbs.biz](mailto:rhughes@gabbs.biz)

### AGENTS

Sunderlands  
Offa House  
St Peters Square  
Hereford  
HR1 2PQ  
Tel: 01432 356161

## CONDITIONS OF TENDER

### 1. Seller's Solicitors

The Seller's Solicitors are Gabbs Solicitors Limited of 26a Broad Street Leominster Herefordshire HR6 8BS (Ref: REH/642472/6) ("the Seller's Solicitors")

### 2. Seller's Agents

The Seller's Agents are Sunderlands of Offa House St Peters Square Hereford HR1 2PQ (Ref: Tara Boulton) ("the Seller's Agents")

### 3. Definitions and Interpretation

In these Conditions of Tender and in the Special Conditions:

**Buyer:** means the Tenderer whose Tender is accepted in the manner referred to in condition 9.1 (if any)

**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 of (in writing)

**Completion Date:** means 28 July 2023

**Incumbrances:** means the matters contained or referred to in the official Registers of Title for title number HE39897 dated 15 May 2023 and timed at 12:52:38

**Notice of Acceptance:** means the notice annexed to the Tender Form dispatched to the Buyer (if any) by the Seller's Solicitors notifying him of the Seller's acceptance of his Tender

**Property:** means the freehold Property more particularly described in the annexed Transfer

**Seller:** means **Carolyn Margaret Theobald and Jeremy John Edwin Wilding** both of Gabbs 1-2 Chancery Lane Hay on Wye Hereford HR3 5DJ as executors of David Percy Beaumont

**Special Conditions:** means the Standard Commercial Property Conditions (Third Edition 2018 revision)

**Tender:** means an offer to purchase the Property made in accordance with these Conditions of Tender and the Special Conditions

**Tender Date:** means 30 June 2023 (ie the date before 12 noon on which any Tender must be received at the Seller's Solicitors' offices)

**Tender Form:** means the Tender Form at the end of these conditions

**Tenderer:** means a person who submits a Tender for the Property

#### **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 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, corporation, partnership or trust then:
  - 4.2.1 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 or notices required for the purposes of the Tender may be sent to delivered.
  - 4.2.2 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.
- 4.3 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.
- 4.5 the name and address of the Tenderer's Solicitors; and
- 4.6 the date on which the offer is made.

#### **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, such sum being held by the Seller's Solicitors as stakeholder.
- 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.

#### **6. Tender to be contained in a sealed envelope**

- 6.1 The completed Tender Form 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 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 of 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.
- 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 post at the address for reply (for himself or his agent) inserted in the Tender Form in accordance with condition 4.
- 9.2 Such Notice 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 Notice of Acceptance and the signature on the Tender Form of the Seller OR the Seller's Solicitors OR the Seller's Agents on his behalf shall constitute his 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 or other form of payment 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 any cheque or banker's draft is met on presentation.
- 9.4 All cheques or banker's drafts of, or other forms of payment made by, unsuccessful Tenderers or the proceeds of them will be returned to unsuccessful Tenderers on or behalf the fourth working day following the Tender 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 or on any other form of payment.

## **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 with the requirements of these Conditions of Tender by the Buyer and the Buyer shall remain liable to comply with them.

## **12. Confidentiality**

12.1 Subject to condition 12.2, neither party shall, without the prior consent of the other (not to be unreasonably withheld), knowingly permit the terms of this Tender to enter the public domain.

12.2 This does not prohibit:

12.2.1 any disclosures required by statute;

12.2.2 any disclosures required by a court or competent authority;

12.2.3 any disclosures required by a recognised stock exchange; and

12.2.4 disclosures to a party's professional advisers or bankers on a confidential basis.

## **13. Notices**

13.1 Any notice given under this Tender shall be given in writing and may be sent by first class 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.

13.2 Any such notice shall be deemed to have been served:

13.2.1 if delivered at the time of delivery;

13.2.2 if posted on the following working day after it shall have been posted; or

13.2.3 if sent by email on despatch provided that if such notice is delivered or transmitted by email after 5.00 pm on the day of despatch service shall be deemed to take place on the next working day.

13.3 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 pre-paid, first class, registered letter or that the sender has its copy showing completion of satisfactory transmission.

## **14. Completion**

In addition to the balance of Purchase Price payable on the Completion Date and as a condition of completion the Buyer shall pay the sum of £274 in reimbursement of the costs of the Local, Water & Drainage, Environmental, Chancel Check and Commons searches obtained by the Seller.

## **15. Title Guarantee**

The Seller sells with limited title guarantee.

## **16. Possession**

The Property is sold with vacant possession on completion.

**FORM OF TENDER**

This page is not to be detached from the attached particulars of sale and Conditions of Tender and Special Conditions of sale all of which must be returned intact.

To: **Sunderlands**

I/We ..... of .....  
by this Tender offer to purchase from the Seller the Property described in the annexed Conditions of Tender at the price of £..... subject to the annexed Conditions of Tender and on the terms of the Special Conditions.

Enclosed are:

A cheque or banker's draft for 10% of the price offered  
(see condition 5.1 of the annexed Conditions of Tender)

Authority to make an offer if appropriate  
(see condition 4.4 of the annexed Conditions of Tender)

Dated:

Signed:

Full name(s) of signatory:

Capacity of signatory:

On behalf of:

Please note:

1. In case of this Tender being successful my/our solicitors are:

Name:

Address:

Reference:

Telephone number:

2. Any Letter of Acceptance should be sent to me/us at:

Name:

Address:

Reference:

Telephone number:

**NOTICE OF ACCEPTANCE**

We, **Carolyn Margaret Theobald and Jeremy John Edwin Wilding** agree to sell to ..... the Property described in the annexed Conditions of Tender for the price of £..... subject to the annexed Conditions of Tender and on the terms of the Special Conditions of sale.

Signed:  
Full name of signatory:  
**Jeremy John Edwin Wilding**

Signed:  
Full name of signatory:  
**Carolyn Margaret Theobald**

Capacity of signatory:  
Executor of David Percy Beaumont

Capacity of signatory:  
Executor of David Percy Beaumont

Date:

Date: