



Date _____ 2023

CONDITIONS OF TENDER

Relating to:

Wigmore Castle
Wigmore
Leominster
Herefordshire
HR6 9UD

For the sale by Tender on

6 October 2023 at 12 noon

SELLER'S SOLICITORS

Gabbs Solicitors
26a Broad Street
Leominster
Herefordshire
HR6 8BS
(Ref: REH/JLP/0641194/0003)
Tel: 01568 616333
Fax: 01568 614013
Email: rhughes@gabbs.biz

AGENTS

Sunderlands
Oifa 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/JLP/0641194/0003) ("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 3 November 2023

Incumbrances: means the matters contained or referred to in the official Registers of Title for title number HW160600 dated 13 September 2023 and timed at 11:52:30

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 **Katie Jane Rutter, Emily Joy Gaunt and Anna Ruth Bennett** as executors of John Charlton Gaunt deceased

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 6 October 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 £661.42 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.

17. Transfer Deed

The Transfer to the Buyer will be in the form annexed hereto.

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, **Katie Jane Rutter, Emily Joy Gaunt and Anna Ruth Bennett** 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:
Katie Jane Rutter

Signed:
Full name of signatory:
Emily Joy Gaunt

Capacity of signatory:
Executor of John Charlton Gaunt

Capacity of signatory:
Executor of John Charlton Gaunt

Date:

Date:

Signed:
Full name of signatory:
Anna Ruth Bennett

Capacity of signatory:
Executor of John Charlton Gaunt

Date:

HM Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: HW160600
2	Property: Wigmore Castle Wigmore
3	Date:
4	Transferor: Katie Jane Rutter, Emily Joy Gaunt and Anna Ruth Bennett as executors of John Charlton Gaunt <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.
Add any modifications.

5 Transferee for entry in the register:

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6 Transferee's intended address(es) for service for entry in the register:

7 The transferor transfers the property to the transferee

8 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):

- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

9 The transferor transfers with

- full title guarantee
- limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

11 Additional provisions

11.1 The Transferees hereby covenants with the Transferor that the Transferees will henceforth duly observe and perform the covenants referred to in the Registers affecting this Title and will indemnify the Transferors and their Estate in respect of any future breach non-observance or non-performance thereof.

11.2 The Transferors hereby except and reserve to the Transferors the rights to all game (including nests and eggs of game), wild fowl and deer with liberty for the Transferors and their successors in title to preserve the same and to enter onto the Property to hunt, shoot, course and sport over the same for the purpose of shooting game (including round game), wild fowl and deer and to take away the same and to destroy vermin the Transferors nevertheless making good and paying compensation for any damage done (whether to crops or otherwise) as a result of the exercise or in course of exercising the said rights or any of them.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

Signed as a deed by the said
Katie Jane Rutter
as executor of John Charlton
Gaunt deceased in the
presence of:

Signature of witness:
Name (FULL) of witness:
Address of witness:

Signed as a deed by the said
Emily Joy Gaunt
as executor of John Charlton
Gaunt deceased in the
presence of:

Signature of witness:
Name (FULL) of witness:
Address of witness:

Signed as a deed by the said
Anne Ruth Bennett
as executor of John Charlton
Gaunt deceased in the
presence of:

Signature of witness:
Name (FULL) of witness:
Address of witness:

Signed as a deed by the said

in the presence of:

Signature of witness:
Name (FULL) of witness:
Address of witness:

Signed as a deed by the said

in the presence of:

Signature of witness:
Name (FULL) of witness:
Address of witness:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.