

**TENDER: DYFFRYN, PONTLLOLWYN, LLANFARIAN, ABERYSTWYTH**

**CEREDIGION SY23 4BU**

**CONDITIONS OF TENDER**

**1 Seller's Solicitors**

- 1.1 The Seller's solicitors are Morris & Bates, of Ffordd Alexandra Aberystwyth Ceredigion SY23 1PT [DX92100 Aberystwyth], Telephone 01970 625566 ('the Seller's Solicitors')
- 1.2 Enquiries relating to the tender should be addressed to reference CWB/34972-2

**2 Seller's Agents**

- 2.1 The Seller's agents are Messrs Aled Ellis & Co Ltd ,16 Terrance Road, Aberystwyth Ceredigion SY23 1NP Telephone Number 01970 626160 ('the Seller's Agents')
- 2.2 Enquiries relating to the tender should be addressed to the Seller's Agent

**3 Definitions and interpretation**

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

- 3.1 'the Buyer' means the Tenderer who's 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)
- 3.3 'the Completion Date' means the 17 January 2025 (or earlier by arrangement)
- 3.4 'Letter of Acceptance' means the letter annexed to the Tender Form dispatched to the Buyer (if any) by the Seller's Agent notifying him of the Seller's acceptance of his Tender
- 3.5 'the Notification Date' means 20 December 2024 (ie the date on or before which the Seller's Agent will despatch to the Buyer (if any) a Letter of Acceptance
- 3.6 'the Property' means the unregistered freehold known as Dyffryn Pontllofwyn Llanfarian Aberystwyth Ceredigion SY23 4BU more particularly described in the Conveyance made 3 January 1986 between Hazel Holt (1) and Kenneth Reynolds and Christine Margaret Reynolds ("The Conveyance")
- 3.7 'the Seller' means Carolyn Anne Carden of Crugiau House, Rhydyfelin, Aberystwyth, SY23 4PT acting as attorney for Kenneth Reynolds
- 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 13 December 2024 (ie the date before 12 noon on which any Tender must be received at the Seller's Agent's 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 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
- 4.6 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 "Morris and Bates Limited") for 10% of the amount of the Tender and any VAT on it
- 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 Sellers 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 the sealed envelope provided and dispatched to reach the Sellers' 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
- 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**

The opening of the tender offers shall occur after the Tender Date in the presence of the Seller and the Sellers Agent

## **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
- 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 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 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 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 Tender (if demanded)

## **11 Compliance with conditions of tender**

Acceptance of the successful Tender shall not waive (unless the Seller expressly in writing elect 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

# TENDER DYFFRYN, PONTLLOLWYN, LLANFARIAN, ABERYSTWYTH CEREDIGION

## SY23 4BU

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#### **1 Definitions and interpretation**

In these Conditions:

- 1.1 'the Buyer's Solicitors' means the person or firm named in the Tender Form submitted by the Buyer
- 1.2 'Completion' means actual completion of the sale and purchase agreed in the contract for sale created pursuant to the annexed Conditions of Tender
- 1.3 'the Completion Date' means the 17 January 2024 (or earlier by arrangement)
- 1.4 'the Completion Money' means the Purchase Price (or any outstanding balance of it) as adjusted by all sums due between the parties at Completion
- 1.5 'these Conditions' means these special conditions of sale as varied by any subsequent documentation
- 1.6 'the Contract Rate' means 4% per annum above the base rate current from time to time of Barclays Bank Plc
- 1.7 'the Deposit' means the sum payable under condition 5.1 of the annexed Conditions of Tender which is exclusive of VAT at the standard rate
- 1.8 'the Standard Conditions' means the Standard Conditions of Sale (5<sup>th</sup> Edition)
- 1.9 'the Property' has the meaning given in condition 3.6 of the annexed Conditions of

Tender and described in First Schedule

- 1.10 'the Purchase Price' means the purchase price specified by the buyer in his Tender form and also specified in the Letter of Acceptance
- 1.11 'the Seller's Solicitors' means the person or firm so defined in condition 1.1 of the annexed Conditions of Tender
- 1.12 'the Transfer' means the transfer of the Property
- 1.13 where the context so admits the expressions 'the Seller' and 'the Buyer' include their respective personal representatives
- 1.14 words importing one gender shall be construed as importing any other gender
- 1.15 words importing the singular shall be construed as importing the plural and vice versa
- 1.16 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 1.17 where any party comprises more than one person the obligations and liabilities of that party under these Conditions shall be joint and several obligations and liabilities of those persons
- 1.18 the condition headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation
- 1.19 any reference to a clause or a paragraph or a schedule is to one in these Conditions so numbered
- 1.20 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it
- 1.21 words defined in the annexed Conditions of Tender shall have the same meaning in these Conditions

## **2 Incorporation of Conditions of Tender**

- 2.1 Conditions 1 2 and 3 of the annexed Conditions of Tender are incorporated in these Conditions as though repeated at length in these Conditions
- 2.2 If there shall be any conflict between the Conditions of Tender and these Conditions these Conditions shall prevail

## **3 Deposit**

- 3.1 The Deposit shall be held by the Seller's Solicitors after clearance as stakeholders
- 3.2 The Law of Property Act 1925 Section 49(2) shall not have effect

## **4 Completion**

- 4.1 Completion of the sale and purchase and payment of the Completion Money and of any VAT shall take place on the Completion Date on or before 1.00 pm at the offices of the Seller's Solicitors or where they may reasonably direct
- 4.2 If the Completion Money is received after 1.00 pm on the Completion Date or on a day which is not a working day Completion shall be deemed for the purposes of the Standard Conditions to have taken place on the next working day after receipt

## **5 Title guarantee**

The Seller sells the Property with full title guarantee with the modifications set out below

## **6 Vacant possession**

The Property is sold with vacant possession

## **7 Title**

The Property is unregistered

## **8 Incumbrances**

- 8.1 The Property where applicable is sold subject to and (where appropriate) with the benefit

of the matters set out in the Conveyance and the Buyer shall be deemed to purchase with full notice and knowledge of the same and shall not raise any requisition or make any objection in relation to them

- 8.2 The Transfer shall be engrossed in duplicate by the Buyer's Solicitors and both engrossments shall be executed by the Buyer before the Completion Date

## **9 Matters affecting the Property**

The Property is sold subject to the following matters:

- 9.1 all local land charges whether registered or not before the date of the contract for sale and all matters capable of registration as local land charges whether or not actually so registered
- 9.2 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of the contract for sale
- 9.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under any statute
- 9.4 all easements quasi-easements rights exceptions or other similar matters including electricity and telephone wayleaves rights of way drainage water watercourses light rights of adjoining owners affecting the Property and liability to repair or covenants to repair roads, pavements paths ways passages sewers drains gutters fences and other like matters whether or not apparent on inspection or disclosed in any of the documents referred to in these Conditions and without any obligation on the Seller to provide evidence of the creation of or to define or apportion any such liability
- 9.5 matters discoverable by inspection of the Property before the date of the contract for sale
- 9.6 matters relating to the Property about which the Seller does not know
- 9.7 matters disclosed or which would be disclosed by any searches or as a result of enquiries (formal or informal and made in person in writing or orally) made by or for the Buyer or which a prudent buyer ought to make; and
- 9.8 unregistered interests which override first registration or registered dispositions listed in the Land Registration Act 2002 Schedules 1 and 3 (as amended) as appropriate

## **10 Disclaimer**

- 10.1 The Buyer admits that:
- 10.1.1 it has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands
- 10.1.2 it enters into the contract for sale solely as a result of its own inspection and on the basis of the terms of these Conditions and not in reliance upon any advertisement statement representation or warranty either written or oral or implied made by or on behalf of the Seller except as stated in condition 10.2
- 10.1.3 no warranty statement or representation has been made or given to the Buyer that the Property can be used or developed in any particular way or for any particular purpose and the Seller shall not be liable to the Buyer if the Property cannot for any reason whatsoever be so used or developed
- 10.2 The Buyer may rely on factual representations and warranties made or given by the Seller's Solicitors to the Buyer's Solicitor's written pre-contract enquiries but only in so far as such statements are not capable of independent verification by appropriate searches enquiries inspection survey of the Property or by inspection of the documents and information supplied to the Buyer's Solicitors
- 10.3 The annexed particulars of sale the Conditions of Tender the Tender Form the Letter of Acceptance and these Conditions together contain the entire agreement between the parties and incorporates all the terms agreed between them for the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 Section 2 and there are no other terms or provisions agreed prior to the date of the contract for sale which have not been incorporated into one or more of those documents

## **11 Incorporation of conditions of sale and documents**

- 11.1 The Standard Conditions as amended by the Second Schedule shall apply to these Conditions and are incorporated in it in so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the terms of these Conditions
- 11.2 If there is any conflict between the Standard Conditions (as amended) and the terms of these Conditions the terms of these Conditions prevail

## **12 Restriction on assignment and sub-sale**

- 12.1 The contract for sale is personal to the Buyer and is not capable of being assigned charged or mortgaged
- 12.2 The Seller shall not be required to transfer the Property:
  - 12.2.1 to anyone other than the Buyer named in the Tender Form
  - 12.2.2 at a price greater than the Purchase Price
  - 12.2.3 except by one Transfer of the Property as a whole

## **13 Merger on completion**

The provisions of these Conditions shall not merge on completion of the Transfer so far as they remain to be performed

## **14 VAT provisions**

No VAT is to be charged on the Purchase Price

## **15 Insolvency of Buyer**

- 15.1 If the Buyer:
  - 15.1.1 enters into voluntary liquidation (other than for the purpose of reconstruction or amalgamation not involving a realisation of assets) or has a winding-up order made against it by the court or has a receiver appointed over all or any part of its assets or an administration order is made pursuant to the Insolvency Act 1986; or
  - 15.1.2 becomes insolvent or enters into any composition with its or his creditors or enters into a voluntary arrangement (within the meaning of the Insolvency Act 1986 Sections 1 or 253) or distress sequestration or execution is levied on its goods;then and in any such case the Seller may rescind the contract for sale by notice to the Buyer
- 15.2 Condition 9.2 of the Standard Conditions shall apply save that in this instance the Seller shall not be obliged to pay any interest which has accrued on the deposit

## **16 Jurisdiction and governing law**

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

## **17 Contracts (Rights of Third Parties) Act 1999**

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

## **18 Late Completion**

If due to the default of the Buyer completion does not take place on the Completion Date, the Buyer shall pay the costs of the Seller's Solicitors in the sum of £150 + VAT for re-calculating the completion figures and preparing and serving a notice to complete and the costs shall be a part of the balance due on completion

## **19 Documents Available for Inspection**

Copies of the following documents have been deposited with the Seller's Agents for 7 days prior to the Tender Date referred to in the Conditions of Tender and the Buyer (whether or not he has inspected it) shall be deemed to purchase with full knowledge and notice of their contents and shall not raise any requisitions or make any objections in relation thereto:

- a) Tender Documents
- b) Epitome of Title
- c) Conveyance dated the 3 January 1986
- d) Conveyance dated the 9 February 1981
- e) LPA
- f) Death Certificate
- g) Property Information Form
- h) Fittings and Contents Form
- i) Disclosable Interest Declaration
- j) Search of the Index Map
- k) Land Charges Search
- l) Local Authority Search and Search Plan
- m) Environmental Search
- n) Water and Drainage Search



## **FIRST SCHEDULE**

The Property

Description of the Property

All that freehold property known as Dyffryn, Pontllolwyn Llanfarian Aberystwyth Ceredigion SY23 4BU more particularly described in the Conveyance made 3 January 1986 between Hazel Holt (1) and Kenneth Reynolds and Christine Margaret Reynolds

## SECOND SCHEDULE

### Amendments to the Standard Conditions of Sale (5th Edition)

- 1 For the purposes of Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 (“the Act”):
  - (a) All matters now recorded in Registers and open to public inspection are to be considered within the actual knowledge of the Buyers; and
  - (b) The liability of the Seller under the covenants for title implied herein shall not extend to anything which the Buyers or their solicitors would have known if such searches, enquiries and inspections had been made as ought reasonably to have been made by the Buyers or their solicitors
  - (c) The covenants set out in Section 3(1) of the Act do not extend to any charge incumbrance or other right which the Seller does not know about
  - (d) The covenant implied by Section 3(3) of the Act applies only to charges or incumbrances created by the Seller
- 2 For the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 (“the Act”) the words “at his own cost” in Section 2(1)(b) of the Act shall be deemed to be replaced by the words “at the cost of the person to whom he disposes of the property” and the obligations contained in Section 2(2) of the Act shall not extend to any obligation on the part of the Transferor to pay any fees due to HM Land Registry or otherwise. This clause shall not merge on completion
3. In addition to the Purchase Price the Buyer shall reimburse to the Seller the cost of the searches provided with the Tender Pack

**DYFFRYN, PONTLLOLWYN, LLANFARIAN, ABERYSTWYTH**

**CEREDIGION SY23 4BU**

FORM OF TENDER

*(to be complete in capitals save for the signature(s))*

**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: Morris and Bates Solicitors, Ffordd Alexandra, Aberystwyth, Ceredigion, SY23 1PT

We, \_\_\_\_\_ of

*(if a company)*

(being a company registered in  
office is at

*(country of incorporation)* whose registered  
*(address)*

*(if a partnership)* being a partnership between

*(here insert a list of the names and addresses of the partners or trustees in whose names the property will be taken)*

by this tender offer to purchase from the Seller the property described in the annexed particulars of sale, conditions of tender and special conditions of sale at the price of £ \_\_\_\_\_

*(figures)*

*(words in pounds sterling)*

subject to the annexed conditions of tender and special conditions.

Enclosed are:

- 1 a cheque or banker's draft in favour of Morris & Bates Ltd for 10% of the price offered
- 2 authority to make an offer if appropriate *(see condition 4.4 of the annexed conditions of tender in respect of an offer made by an agent for a tenderer)*

Dated:

Signed: ..... *(signature(s) of or on behalf of the tenderer(s))*

Name: .....

Signed: .....

Name: .....

Signed: ..... Signed: .....

Name: ..... Name: .....

Capacity of signatory: *(if someone is signing on behalf of the tenderer(s))*

[on behalf of: (full name(s) of tenderer(s):]

Please note

1. In case of this tender being successful my/our solicitors to whom the correspondence should be sent are:

Name:

Address:

Reference:

Telephone number:

Any letter of acceptance should be sent to me/us at:

*(or if someone is signing on behalf of the tenderer(s))* to [my *(or)* our] agents who are:

Name:

Address:

Reference:

Telephone number:

LETTER OF ACCEPTANCE

I, Carolyn Anne Carden, agree to sell to

*(name(s) of tenderer(s))*

the property described in the annexed particulars of sale conditions of tender and special conditions of sale for the price of £

*(insert the amount of the offer*

*in figures and words in pounds sterling)* subject to the annexed conditions of tender and on the terms of the annexed special conditions of sale

Signed: ..... *(signature(s) of the Seller or his Agent*

Name: .....

Full names of signatories:

Dated: