

## **CONDITIONS OF TENDER**

### **1. Seller's solicitors**

- 1.1 The Seller's Solicitors are Powell Davies Solicitors of Market Chambers 27 Eastgate, Aberystwyth Ceredigion SY23 2AR ('the Seller's Solicitors')
- 1.2 Enquiries relating to the tender should be addressed to reference JOP/5978

### **2. Sellers' agents**

- 2.1 The Seller's Agents are Aled Ellis & Co. ('the Seller's Agents')
- 2.2 Enquiries relating to the tender should be addressed to reference Aled Ellis

### **3. Definitions and interpretation**

In these conditions of tender and in the annexed special conditions of sale where the context permits:

- 3.1 'the Property' means Ty Gwyn Mawr, Bow Street, Aberystwyth, SY24 5BE title number CYM63032
- 3.2 'the Sellers' Phillip Jonathan Griffiths and David Henry Griffiths selling as the personal representatives of Simon Andrew Griffiths
- 3.3 'Tender' means an offer to purchase the Property made in accordance with these conditions of tender and the special conditions of sale
- 3.4 'Tenderer' means a person who submits a Tender for the Property
- 3.5 'the Tender Date' means before 12 noon on 6th December 2024 on which date any Tender must be received at the Seller's Agents office
- 3.6 'the Buyer' means the Tenderer whose Tender is accepted in the manner referred to in condition 9.1 (if any)
- 3.7 'Letter of Acceptance' means a letter dispatched to the Buyer (if any) by the Seller's Solicitor notifying him of the Seller's acceptance of his Tender

- 3.8 'Tender Form' means the tender form annexed hereto
- 3.9 '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 abstract of title should be sent in the event of the Tender being successful
- 3.10 'the Notification Date' means 13<sup>th</sup> December 2024 (ie the date on or before which the Seller's Solicitor will despatch to the Buyer (if any) a Letter of Acceptance
- 3.11 'the Contractual Completion Date' means on or before 10<sup>th</sup> January 2025
- 3.12 'the Completion Date' means the date on which completion takes place
- 3.13 'Working Day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday
- 3.14 'the Plan' means the registered plan CYM63032
- 3.15 'the Special Conditions of sale incorporate the Standard Conditions of Sale (5th Edition 2018 Revision)
- 3.16 words importing the masculine gender include the feminine and the neuter and vice versa
- 3.17 words importing the singular include the plural and vice versa
- 3.18 reference to persons include bodies, corporations and vice versa
- 3.19 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 condition in the annexed special conditions of sale means the condition in those special conditions of sale which is so numbered
- 3.20 in the case of any inconsistency between these conditions of tender and the special conditions of sale the special conditions of sale shall prevail
- 3.21 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

#### **4. Tender Form**

Each Tenderer shall send his Tender on the Tender Form completing all the required details and signing the same 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 address of all persons making the Tender
- 4.2 if the Tender is made by a company, corporation, partnership or trust its full name 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, telexes 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 executed 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 value added tax 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 of a solicitor's clients 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

- 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 re-presented) 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

## **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 Seller's Solicitors 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 delivery 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 the amount 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**

- 8.1 The Seller may authorise his Solicitor 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 Solicitors not to disclose the identity of the Tenderer or the price tendered to the Seller or the Seller's Agent or to any third party prior to 12 noon of 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 post at the address for reply (for himself or his agent) inserted in the tender form
- 9.2 Such Letter of Acceptance shall enclose a certified copy of the Tender Form to 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 his Solicitors or 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 or banker's draft accompanying the successful Tender or the proceeds of it will then be deemed to be released to the Seller as to the deposit payable by the Buyer on the date of the contract on account of the purchase price of the Property **PROVIDED** 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 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 in that his Tender will remain unvaried and open for acceptance and will not be withdrawn before the second Working Day following the Notification Date

## **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

## **SPECIAL CONDITIONS OF SALE**

### **1. Incorporation of conditions of tender**

Conditions of tender shall be incorporated in these conditions of sale as though repeated at length in these special conditions of sale

### **2. Title**

2.1 The Property is freehold

2.2 Title number CYM63032

### **3. Payments in Addition to the Tender**

On Completion, the Buyer shall pay to the Seller in addition to the Tender the following sums:

- 3.1
  - i) The fee of £331.19 paid by the Seller to their search provider in respect of search and enquiries of Ceredigion Council; Dwr Cymru and Homecheck Environmental Search
  - ii) The fee paid for Office Copies of the land registry entries of £6.00
  - iii) The sellers' solicitors' costs of preparing the tender documentation of £600.00 inclusive

### **4. Incumbrances**

- 4.1 The Property is sold subject to and (where appropriate) with the benefit of the matters contained or referred to in the documents listed in the first schedule to these special conditions of sale
- 4.2 The Buyer or the Buyer's Solicitors having been supplied with copies of those documents and the matters contained the Buyer shall be deemed to purchase with full notice and knowledge of them and their respective contents and shall not make any objection or raise any requisition in relation to them or any of them

- 4.4 The Property is sold with vacant possession on the Completion Date

## **5. Matters affecting the Property**

The Property is also sold subject to all (if any):

- 5.1 local land charges whether registered or not before the date of the contract and all matters capable of registration as local land charges whether or not actually so registered
- 5.2 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
- 5.3 actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning
- 5.4 overriding interests under the Land Registration Act 1925 Section 70 (1) (as amended) easements, quasi-easements, rights, exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in these conditions of any sale
- 5.5 all existing public and private rights of way apparent on inspection and subject to (and with the benefits where applicable of) all wayleaves for wires poles cables stays pipelines erected on or passing through or over the Property

## **6. Title Guarantee**

- 6.1 The Seller sells with Limited Title Guarantee

## **7. Completion**

Completion will take place on the Contractual Completion Date at the offices of the Seller's Solicitors or where they may direct

## **8. Disclaimer**

The Buyer admits that:

- 8.1 he/she/they have/ has inspected the Property and purchases it with full knowledge of the actual state and condition of it and takes the Property as it stands and
- 8.2 he/she/they enters into the contract with the Seller solely as a result of their own inspection and on the basis of the terms referred to in this condition and not 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 which replies were given upon such terms and conditions are those upon which they were expressed to be given)

## **9. Special Conditions to incorporate the Standard Conditions of sale**

These Special Conditions shall apply to the Contract in so far as they are applicable to a sale by private treaty and are not inconsistent with any other terms of the contract and shall incorporate the Standard Conditions of sale (Fifth Edition-2018 Revision)

## **10. Restriction on assignment**

The Seller shall not be required or obliged to execute:

- 10.1 more than one transfer of the Property nor
- 10.2 any transfer of part only of the Property nor
- 10.3 any transfer of the Property to a person other than the Buyer named in the Tender made by the Buyer or that person's personal representative if he shall die before the Completion Date

## **11. Conditions to which the sale is subject**

The Property is sold subject to:

- 11.1 the conditions of tender
- 11.2 the special conditions of sale

## **12. Prevailing Conditions**

In the case of any inconsistency between the conditions of tender and these special conditions of sale (together called 'the Conditions') and the particulars of



sale the Conditions shall prevail

## **FIRST SCHEDULE**

### **Relating to Ty Gwyn Mawr, Bow Street, Aberystwyth, SY24 5BE**

- i) Office copy entries of the registered title CYM63032 dated the 04/10/2024 and timed at 10;38;42
- ii) Sellers Property Information and Fittings and Contents forms.

## **FORM OF TENDER**

(to be completed in capitals save for the signature(s))

**This page is not to be detached from the attached particulars of sale conditions of tender and special conditions of sale all of which must be returned intact**

To: Aled Ellis & co .....

I/We \*

(Insert the full legal name of the intending Buyer of all the intending Buyers (if joint) including 'Ltd', 'plc' or as the case may be NB If the legal name is a business name not followed by 'Ltd' or 'plc' or a similar expression, please state the legal nature of the intending Buyer, eg partnership or incorporated unlimited company) of \*

(address) or being a company registered in England/Wales/Scotland/ \*  
(insert other country of incorporation) whose registered number is \*  
(insert company registration number) and whose registered office is at \*

(address) or being a partnership or trust comprising (inter alia) \*

(insert a list of the names and addresses of the partners of trustees in whose names the assurance of 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 £ \*

( \*  
pounds) (insert the amount of the offer in figures and words in pounds sterling)  
subject to the annexed conditions of tender and special conditions of sale

Enclosed are:

1. a cheque or banker's draft for 10% of the price offered (see condition 5.1 of the annexed conditions of tender)
2. authority to make an offer if appropriate (see condition 4.4 of the annexed conditions of tender)

Dated:

Signed:

(signature(s) of (or on behalf of) the Tenderer(s))

Full names of signatory:

Capacity of signatory:  
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 abstract of title should be sent to are:

Name:  
Address:  
Reference:  
Telephone number:

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

or my or our agents who are:

Name:  
Address:  
Reference:  
Telephone number:

## Letter of Acceptance

I/We

.....

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 £ \* ( \* pounds)(insert the amount of the offer in figures and words in pound sterling) subject to the annexed conditions of tender and special conditions of sale

Dated: 2024

Signed:

(signature(s) of (or on behalf of) the Seller(s))

Full name of signatory:

Capacity of signatory:  
on behalf of: