

FORM OF TENDER

Tenders to be returned to John Amos & Co Lion Court Broad Street Leominster HR6 8LE marked (with the conditions of sale by Tender attached) and marked 'Tender – Land at Woonton, Almeley, Herefordshire' by 12 noon on Friday 2nd November 2018

I/We

of.....

.....

offer to purchase from Christopher John Williams and Tina Williams the **Property** described in the conditions of sale by tender for

£..... (.....pounds)

I/We attach a cheque/bankers draft for £
(..... pounds) as a deposit and in part
payment of the purchase price of the **Property**. (10% of bid price)

I/We agree that if the offer is accepted in accordance with the attached conditions I/We will pay the balance of the purchase money/ies and complete the purchase(s) and perform the other terms of sale in accordance with the Conditions of Sale

If we are a Limited Company then a certified copy of a resolution of the Board authorising the signature of this form accompanies this offer.

Dated.....

Signed.....

Please note:-

1. My/Our Solicitors are:

Name.....

Address.....

Reference.....

2. My/Our address for correspondence is:

.....

3. My/Our agents are:

Name.....

Address.....

Telephone Number.....

Reference.....

We request that any additional information provided by us on the attached sheet be taken into account by the Seller in his consideration of our offer

WE, Christopher John Williams and Tina Williams of Summer Court Cottage,
Lyonshall, Kington, Herefordshire, HR5 3JU shall agree to sell to
(the Buyer)

the **Property** described in the annexed particulars of sale and conditions of
sale by tender for the price of £
(Pounds).

And will complete the sale in accordance with the annexed conditions

Signed.....
Christopher John Williams

Signed.....
Tina Williams

Set out here any **Additional Information** that the Buyer wishes to be taken into account by the Seller in consideration of the Buyer's offer

There is no obligation to provide such information

CONDITIONS OF SALE BY TENDER

PARTICULARS OF SALE

1. The property to be sold comprises 4.24 acres or thereabouts of land lying to the south-east of The Stocks, Woonton, Hereford, HR3 6QU ALL WHICH property is for the purposes of identification only shown edged red on the plan annexed hereto ("the Plan") and being part of the property comprised in title number HE40436.

2. The Property is sold subject to and with the benefit of the following matters:

2.1 The matters referred to in the Property and Charges Registers of Title Numbers HE40436 at 11:05:34 on 27th September 2018 (save for financial charges) so far as the same affect the Property

3. Agreements and Declarations

3.1 Neither the Buyer nor any persons deriving title under him shall be entitled to any rights of light or air to any buildings to be erected on the Property which would restrict or otherwise interfere with the free use of any part of the Retained Land for building or any other purpose (include in transfer)

3.2 That only those rights and easements specifically granted to the Buyer shall be so granted and Section 62 of The Law of Property Act 1925 shall not apply

3.3 The Sellers will within one month of completion erect a fence to block up the gate at the approximate point marked "G" on the Plan and shall thereafter maintain the same in stockproof condition.

3.4 The Sellers shall within two months of completion install a submeter at the approximate point marked "M" on the Plan.

4. The sale to the Buyer excludes any Single Farm Payment entitlements or any monies due as a result of a claim lawfully made in 2018. The Buyer shall not do or cause to be done anything which interferes with the Seller's ability to meet cross-compliance obligations under the Single Payments Scheme and should the Buyer breach this obligation he will fully and effectually indemnify the Sellers for all the Seller's consequential losses damages costs or expenses

SPECIAL CONDITIONS

1. Definitions and interpretation

In these conditions of sale:

1.1 "the Sellers" means Christopher John Williams and Tina Williams of Summer Court Cottage, Lyonshall, Kington, Herefordshire, HR5 3JU

1.2 "the Applicant" means a person wishing to tender an offer for the property and named in the Form of Tender and "Applicants" shall be construed accordingly

1.3 "the Buyer" means the applicant whose offer is accepted by the Seller

- 1.4 "the Property" means the Property described in the particulars of sale
- 1.5 "the Form of Tender" means the Form of Tender annexed to these conditions of sale
- 1.6 "the Tender Date" means 2nd November 2018
- 1.7 "the Date of Contract" means the date of Contract in accordance with clause 4.2
- 1.8 "the Completion Date" means 23rd November 2018
- 1.9 "the Purchase Price" means the sum tendered by the Buyer for the Property
- 1.10 "the Seller's Solicitors" means Lloyds Cooper LLP of 28 South Street, Leominster, Herefordshire, HR6 8JB Reference HL/1280W/Williams
- 1.11 "the Seller's Agents" means John Amos & Co Lion Court Broad Street Leominster HR6 8LE
- 1.12 "the General Conditions" means the Standard Conditions of Sale (Fifth Edition)
- 1.13 Where the context so admits the expressions "the Seller" and "the Buyer" includes the Personal Representatives of the Seller and the Buyer
- 1.14 Words importing one gender shall be construed as incorporating any other gender
- 1.15 Words importing singular shall be construed as importing the plural and vice versa
- 1.16 Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons
- 1.18 Clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation

2. Offers of Tender

- 2.1 The Applicant shall complete the Form of Tender by filling in his name and address and shall sign the Form of Tender in the presence of a witness who shall also sign and add his or her address and occupation
- 2.2 The Applicant shall send or deliver the Form of Tender still attached to these particulars and conditions of sale to John Amos & Co in a sealed envelope marked "Tender – Land at Woonton, Almeley, Herefordshire" on the outside before 12 noon on the Tender Date
- 2.3 If the Applicant is a Company the Form of Tender shall be accompanied by a certified copy of the resolution of the board authorising the signature of the Form of Tender

2.4 The tender shall be for a sum of money certain in a whole number of pounds sterling and shall not be for a sum of money calculated by reference to another tender for the Property and shall be inclusive of V.A.T.

3. Deposit

3.1 The Form of Tender shall be accompanied by a deposit equal to 10% of the amount of tender made payable to Lloyds Cooper LLP

3.2 The deposit shall be paid by Bankers draft or a cheque drawn on a Solicitor's clients account

3.3 If the cheque or draft 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 or draft by suing on it or otherwise

3.4 The deposit shall be held by the Seller's Solicitors as stakeholder

4. Notification of acceptance or non-acceptance

4.1 The Buyer will be notified that his tender has been accepted by letter sent by recorded delivery post addressed to the address given in the Form of Tender

4.2 The letter of acceptance shall enclose a certified copy of the Form of Tender to evidence the contract and the Date of Contract shall be the date of dispatch of the letter of acceptance and the signature on the Form of Tender of the Seller or the Seller's Solicitors or the Seller's Agents on his behalf shall constitute his or their signature to the whole of the contract and the signature on the Form of Tender of the Buyer or his authorised signatory or agent on his behalf shall constitute his, her or their signature to the whole of the contract

4.3 The Seller intends to notify applicants whose tenders are not accepted by letter sent by ordinary post and posted on the Date of Contract and any deposit paid will be returned at the risk of the unsuccessful Applicant but the Seller will not be liable for any omission to do so save that if a deposit has been paid into an account of the Seller or the Seller's Agents or Solicitors the Seller shall be liable to repay it without interest

5. Seller's Consideration of Tenders

5.1 While the Seller intends to accept the highest tender properly completed and submitted the Seller shall not be obliged to accept the highest or any tender

5.2 The Seller reserves the right to withdraw the Property at any time or to sell on different conditions or to a person who has not tendered

5.3 The Applicant shall not withdraw this Tender before the Date of Contract

5.4 The Seller will not consider any Tender submitted subject to conditions proposed by the Applicant

5.5 The Applicant may add comments or additional information concerning his tender in the annex hereto which he would like the Seller to take into account when considering which tender to accept

6. Completion

Completion of the sale and purchase and payment of the balance of the purchase price shall take place on the Completion Date at the offices of the Seller's Solicitors or where they may direct

7. Capacity

The Seller sells with full title guarantee

8. Possession

The Property is sold with vacant possession on completion

9. Title

The land of which the Property forms part is registered at H.M. Land Registry and title shall be deduced in accordance with the Land Registration Act 1925 Section 110 save that copies of entries on the registers the filed plans and any documents referred to shall be official copies

10. Incumbrances

10.1 The Property is sold subject to and (where appropriate) with the benefit of the matters contained or referred to in the Property and Charges Registers of title number HE40436

10.2 Copies of the Property and Charges Registers of title number having been made available to any applicant who has asked for them at the offices of the Seller's Solicitors for at least 7 days prior to the Tender date the Buyer shall be deemed to purchase with full notice and knowledge of the same and shall not raise any requisitions or make any objection in relation to them

11. Other matters affecting the Property

The Property is sold subject to:

11.1 All local land charges whether registered or not before the date of this Agreement and all matters capable of registration of local land charges whether or not actually so registered

11.2 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 Contract

11.3 All actual or proposed charges notices orders restrictions agreements contraventions or other matters arising under the enactments relating to town and country planning

11.4 All easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any documents referred to in these conditions

12. Disclaimer

The Buyer admits that:

12.1 He has inspected the Property and purchases it with full knowledge of its actual state and condition and takes the Property as it stands

12.2 He has submitted his tender for the Property solely as a result of his own inspection and on the basis of these conditions of tender 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 to any preliminary enquiries raised by the Buyer or the Buyer's Solicitors) and

12.3 This agreement contains the entire agreement between the parties

13. Payment of search fees

In addition to the Purchase Price the Buyer will on completion pay to the Seller the sum £260.00 in respect of the fees for searches carried out by the Seller's Solicitors

14. Incorporation of Conditions of Sale

The General Conditions shall apply to this agreement in so far as they are applicable to a sale by private treaty and are not varied or inconsistent with the terms of this agreement

15. Merger on completion

The provisions of this agreement shall not merge on completion of the transfer of the Property to the Buyer so far as they remain to be performed

16. Jurisdiction and Governing Law

These conditions shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the 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. Transfer

The transfer to the Buyer shall be in the form attached

Land Registry

Transfer of part of registered title(s)

TP1

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.

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred: HE40436
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
<p>Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.</p> <p>Place 'X' in the appropriate box and complete the statement.</p> <p>For example 'edged red'.</p> <p>For example 'edged and numbered 1 in blue'.</p> <p>Any plan lodged must be signed by the transferor.</p>	3	<p>Property: Land lying to the south-east of The Stocks, Woonton, Hereford, HR3 6QU</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	4	Date:
<p>Give full name(s).</p> <p>Complete as appropriate where the transferor is a company.</p>	5	<p>Transferor: Christopher John Williams and Tina Williams</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
<p>Give full name(s).</p> <p>Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with 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.</p>	6	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
<p>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.</p>	7	Transferee's intended address(es) for service for entry in the register:

	8	The transferor transfers the property to the transferee
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 12.	9	<p>Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
Place 'X' in any box that applies. Add any modifications.	10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
Where the transferee is more than one person, place 'X' in the appropriate box. Complete as necessary.	11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
<p>Use this panel for:</p> <ul style="list-style-type: none"> — definitions of terms not defined above — rights granted or reserved — restrictive covenants — other covenants — agreements and declarations — any required or permitted statements — other agreed provisions. <p>The prescribed subheadings may be added to, amended, repositioned or omitted.</p> <p>Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.</p>	12	<p>Additional provisions</p> <p>12.1 Definitions</p> <p>12.1.1 'Plan' means the plan annexed to this transfer</p> <p>12.1.2 'Retained Land' means the Transferor's land remaining in title HE40436 after exclusion of the Property edged blue on the Plan and each and every part of it</p> <p>12.1.3 'Service Media' means any conduits and equipment used for the reception, generation, passage and/or storage of Utilities</p> <p>12.1.4 'Utilities' means electricity, gas, water, foul water and surface drainage, signals, electronic communications and all other utilities serving or consumed at the Property or the Retained Land (as the case may be)</p>
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.		<p>12.2 Rights granted for the benefit of the property</p> <p>The Transferor transfers the Property together with the following rights and easements which are to be exercised and enjoyed in common with the Transferor and/or the owners and occupiers for the time being of the Retained Land and only in connection with the reasonable use and enjoyment of the Property:</p> <p>12.2.1 The right of passage of Utilities through the Service Media serving the Property which are now installed on in over or under the Retained Land</p>

	<p>12.2.2 The right with or without employees and workmen at all reasonable times and on reasonable notice except in an emergency to enter the Retained Land for the purpose of:</p> <ul style="list-style-type: none"> (a) repairing, cleaning, maintaining and constructing or renewing any part of the Property where those works cannot otherwise be conveniently or effectively carried out (b) repairing, maintaining and renewing the Service Media (if any) serving the Property (c) reading any meters relevant to the supply of Utilities to the Property <p>The person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable</p>
<p>Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.</p>	<p>12.3 Rights reserved for the benefit of other land</p> <p>The Transferor excepts and reserves to the Transferor and/or any owners and occupiers for the time being of the Retained Land or any part of it and any person authorised by him or them and any other person entitled to them the following rights:</p> <p>12.3.1 The right of passage of Utilities through the Service Media (if any) serving the Retained Land which are now installed on in over or under the Property</p> <p>12.3.2 The right with or without employees and workmen at all reasonable times and on reasonable notice except in an emergency to enter the Property for the purpose of:</p> <ul style="list-style-type: none"> (a) repairing, cleaning, maintaining and constructing or renewing any part of the Retained Land where those works cannot otherwise be conveniently or effectively carried out (b) repairing, maintaining and renewing the Service Media serving the Retained Land (c) reading any meters relevant to the supply of Utilities to the Retained Land <p>The person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable</p> <p>12.3.3 The right to build on develop and or alter all or any part of the Retained Land even if that building or development reduces the access of light or air to the Property</p> <p>12.3.4 Any other easements and quasi-easements, rights and benefits of a similar nature <i>other than rights of way</i> now enjoyed by the Retained Land over the Property the same continuing to be so used and enjoyed notwithstanding that</p>

		they are not strictly easements due to unity of seisin
Include words of covenant.		<p>12.4 Restrictive and other covenants by the transferee</p> <p>The Transferee so as to bind the Property and each and every part of it (but not so as to be personally liable for breach of a restrictive covenant arising after the Transferee has parted with all interest in the Property) covenants with the Transferor to benefit the Retained Land that the Transferee will at all times observe and perform the following restrictive covenants:</p> <p>12.4.1 Not to do or permit any act or thing on the Property which will be or might grow to be an annoyance or nuisance or cause damage or disturbance to the Transferor and/or any owner or occupier for the time being of the Retained Land</p> <p>12.4.2 Not to do or permit to be done on the Property anything likely to cause damage or injury to or to prevent access to any Service Media and to take all reasonable precautions to prevent any such damage or injury</p>
Include words of covenant.		<p>12.5 Positive covenants by the transferor</p> <p>The Transferor covenants with the Transferee and its successors in title that it will observe and perform the following covenants:</p> <p>12.5.1 to erect a fence and block up the gate at the approximate point marked "G" on the Plan within one month of completion and thereafter maintain the same in stockproof condition.</p> <p>12.5.2 to install a submeter at the point marked "M" on the plan within two months of completion.</p>
Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.		<p>Other</p> <p>12.6 Positive covenants by the transferee</p> <p>The Transferee covenants with the Transferor that the Transferee and its successors in title will observe and perform the following covenants:</p> <p>12.6.1 To maintain and keep in repair and (as appropriate) decorate:</p> <p>(a) The boundary walls or fences (if any) marked with a "T" turned inwards to the Property on the Plan, and</p>

12.6.2 To keep in good repair and condition maintain and where necessary renew those parts of the Service Media included in the Property and to keep them clean and unobstructed at all times

12.7 Agreements and declarations

The parties agree and declare that:

12.7.1 All walls and any boundary walls or fences not marked with a "T" on the Plan dividing the Property from any adjoining part or parts of the Retained Land are party walls and structures and will be maintained and repaired accordingly

12.7.2 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows do not apply and except as expressly granted the Transferee is not entitled to any right of light or air or any other easement right or privilege which would restrict or interfere with the free use of the Retained Land or any part of it for building or other purposes

12.7.3 That all easements or rights included in or excepted and reserved to take effect in the future shall take effect so far as the same arise within twenty one years from the date hereof

12.8 Indemnity

To give the Transferor a full and sufficient indemnity but not for any other purpose the Transferee covenants with the Transferor that he will at all times comply with the covenants referred to in the charges register of the Transferor's title to so far as they relate to the Property and are enforceable and will indemnify the Transferor against all claims and demands arising out of any failure to do so

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Signed as a Deed by
the said **CHRISTOPHER
JOHN WILLIAMS** in
the presence of:

Signed as a Deed by
the said _____ in
the presence of:

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Site Plan - land at Wootton

