SECTION 2 - PARTICULARS OF SALE

1 Tenders are invited for the purchase of the Property in accordance with the Tender Documents.

2 The Property will be sold subject to the Conditions of Sale.

3 The description of the Property is believed to give an accurate description of the Property to be sold, but no further warranty is given by the Council. Any intending Tenderer should satisfy himself by inspection or further enquiries before submitting his tender.

4 The Council shall not be obliged to answer any requisition, objection or enquiry (the Successful Tenderer having had the opportunity of inspecting the Property and any title deeds and plans referred to herein or in such title deeds and of making enquiries before submitting a tender) after the formation of a contract hereunder irrespective of whether or not any such prior inspection or enquiries shall have been made by the Successful Tenderer.

5 The Council's permission is to be obtained prior to carrying out any survey or site investigations. Permission is to be obtained from Gary Jones, Estates Manager telephone 01772 533864. Any site visits should also be arranged with Gary Jones.

6 In submitting a tender the following assumptions shall apply:

(a) That the Tenderer has previously inspected the Property and is satisfied that it can be reasonably reconciled with any plan annexed hereto or referred to herein as either delineating or identifying the Property.

(b) (i) The Property is sold subject to all defects whether latent or otherwise, and the Tenderer accepts the property in the physical state it is now in.

(ii) No warranty express or implied is given by the Council as to the state and condition of the Property.

(iii) The Tenderer having been given the opportunity to inspect the Property and have such surveys carried out as he desires shall be deemed to purchase with full knowledge of all or any defects (if any) in or affecting the Property and of its general state and condition.

(c) The tender is between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

(d) That the Tenderer has had the opportunity of inspecting the deeds of the Property and of raising such enquiries as a prudent purchaser might raise or has chosen to waive such an opportunity.

(e) That the Tenderer has made all appropriate searches or has waived the opportunity to do so.

(f) That the Tenderer is aware of the Conditions of Tender and Conditions of Sale and the consequence of submitting a tender which is successful.

(g) That the Tenderer has had the opportunity of ascertaining for what purposes the Property may be used and is deemed to purchase the Property with full knowledge of the permitted use thereof and all other (if any) special restrictions or directions, orders or liability to enforcement, notices under any enactment and regulations relating to Town and Country Planning and if requested by the Council to do so the Transfer or Conveyance to the Tenderer shall expressly exempt the Council from all liability arising from the fact that the Property cannot be used for any reason whatsoever or for any particular purpose.

7 The Property is sold subject to and (where appropriate) with the benefit of:

(i) All 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.

(ii) 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.

(iii) All actual or proposed charges, orders, restrictions, agreements, conditions, contraventions or other matters arising under the enactments relating to Town and Country Planning.

(iv) All 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.

(v) Any matters which are by Section 70 of the Land Registration Act 1925 or any other Act declared to be overriding interests.

8 The Property will be sold subject to formal Council authority being obtained.