

## **Section 1- Definitions and Particulars of Sale LOT B**

**Contract** means the Contract for Sale at Section 2 and the Form of Tender

**Council** means The Lancashire County Council PO Box 100 County Hall Preston PR1 0LD

**Completion Date** means 20 working days after the date of the Contract

**Deposit** means 10% of the Purchase Price

**Form of Tender** means the document at Section 4

**Purchase Price** means the sum stated on the Form of Tender

**Property** means land on the east side of Tanhouse Road, Upholland, Skelmersdale shown edged red on the plan attached to the Contract being part of the land held under title number LA876215.

**Successful Tenderer** means the person or body whose tender is accepted

**Tender** means a tender submitted by an individual or corporate body in accordance with the Tender Procedure

**Tender Closing Date** 10.00 a.m. Monday 16<sup>th</sup> November 2026.

**Tender Procedure** means the tender procedure set out in Section 3

**Tenderer** means the person or body submitting a tender for the purchase of the Property

### **Particulars of Sale**

Tenders are invited for the purchase of the Property.

- 1 The Property will be sold subject to the Contract.
- 2 The description of the Property is believed to be an accurate description of the property to be sold, but no further warranty is given by the Council. Any intending Tenderer should satisfy themselves by inspection or further enquiries before submitting a Tender.
- 3 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 provided and of making enquiries before submitting a Tender) after the formation of a Contract irrespective of whether or not any such prior inspection or enquiries shall have been made by the Successful Tenderer.

4 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.

5 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 the plan attached to the Contract.

(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 surveys carried out 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 has considered all of the documents in the Tender pack and is aware of 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 and 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.