

PARTICULARS AND CONDITIONS OF SALE BY TENDER

OF

MULTI - ROOMED COMMERCIAL BUILDINGS

PREVIOUSLY

**Known as the Mercury Bay Service Centre
of the Thames-Coromandel District Council**

**FOR REMOVAL SITUATED ON
46 ALBERT STREET, WHITIANGA**

ON BEHALF OF

THAMES-COROMANDEL DISTRICT COUNCIL

TENDER NUMBER 2

**PARTICULARS OF MULTI- ROOMED COMMERCIAL BUILDING
OFFERED FOR SALE FOR REMOVAL BY TENDER**

The multi-roomed commercial building described below are offered for sale for removal by tender on the terms set out below and in the attached tender conditions.

PARTICULARS

Vendor:	Thames-Coromandel District Council
Property Address:	46 Albert Street, Whitianga
Buildings:	Multi-roomed commercial Building, situated at 46 Albert Street, Whitianga on land known as Taylors Mistake.
Removal Date:	At a time and date to be mutually agreed between the vendor and purchaser but not before 14 December 2007 and no later than 30 January 2008.
Vendor's Address:	Thames-Coromandel District Council Mercury Bay Service Centre 46 Albert Street, Whitianga Ph (07) 867 2010 Fax. (07) 867 2026

TENDER CONDITIONS

1. INTERPRETATION

In these tender conditions unless the context indicates otherwise:

1.1 Definitions:

“**Building**” means the multi-roomed commercial building offered for sale for removal tender described in the Particulars; and

“**Purchaser**” means the successful Tenderer (if any); and

“**Vendor**” means Thames-Coromandel District Council;

1.2 **Expressions in Particulars:** the expressions “Agent”, “Removal Date”, “Tender Closing Date” and “Tender Acceptance Date” have the meaning given to those expressions in the Particulars;

1.3 **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect the interpretation of these tender conditions;

1.4 **Parties:** references to parties are references to parties to these tender conditions and include each party’s executors, administrators and successors;

1.5 **Plural and Singular:** singular words include the plural and vice versa; and

2. TENDER DOCUMENTS

The tenderer acknowledges having received a copy of the tender documents which comprise:

2.1 **Particulars:** the Particulars;

2.2 **Conditions of Tender:** these tender conditions; and

2.3 **Tender:** the Tender form.

3. THE AGREEMENT

3.1 **Submitting Tenders:** Any person who wishes to submit a tender for the purchase of the Building must complete the attached Tender and submit the same on the terms set out herein. The successful tenderer (if any) shall be bound by the terms of the Tender:

3.1.1 **Names:** the tenderer’s full name as purchaser including (if a company) the company’s registered office and company number;

3.1.2 **Purchase Price:** the amount of the purchase price tendered plus GST (if any)

- 3.1.3 **Deposit:** the amount of the deposit, 50% of the purchase price tendered payable to the Vendor
- 3.1.4 **Contact Details:** the tenderer's postal address, physical address, telephone number, facsimile number and e-mail address; and
- 3.1.5 **Solicitor:** the name, address, telephone number, facsimile number and e-mail address of the tenderer's solicitor(s).
- 3.2 **Tenderer's Offer:** A tenderer's submission of a completed and signed Tender is an offer by the tenderer to purchase the Building on the terms set out in the Agreement. A tender may not be revoked after it has been submitted.
- 3.3 **Informal Tenders:** The Vendor may decide not to consider tenders which do not comply with these tender conditions.

4 **VENDOR'S DISCRETION**

The Vendor is not required to accept the highest or any tender and may at any time before or after the Tender Closing Date:

- 4.1 **Reject:** reject any or all tenders;
- 4.2 **Negotiate:** negotiate with any tenderer to the exclusion of any other tenderers;
- 4.3 **Readvertise:** readvertise for tenders;
- 4.4 **Other Modes of Sale:** decide not to sell the Building by tender and instead sell the Building in any other manner the Vendor thinks fit;
- 4.5 **Waive Irregularities:** waive any irregularities or informalities in a tender; and
- 4.6 **Withdraw Building:** withdraw the Building from sale.

5. **ACCEPTANCE OF TENDERS**

- 5.1 **Formation of Contract:** An unconditional contract for the sale and purchase of the Building will be created when the Vendor accepts a tender by signing the Agreement.
- 5.2 **Return of Agreement:** The Vendor will return an original copy of the signed Tender form to the successful tenderer at the tenderer's address set out in the tender within three working days after it has been signed.

6. **REMOVAL OF PROPERTY**

- 6.1 The Purchaser shall on or before the 30 January 2008 remove the Building on the land on which it is situated in accordance with the terms of this Tender.
- 6.2 Prior to removal of the Building the Purchaser shall obtain any necessary consents from Thames-Coromandel District Council in its capacity as a

regulatory body and the Purchaser shall at the Purchasers sole cost remove the Building in a proper and workmanlike manner and shall in particular but not limiting to: ensure that all services are properly disconnected from the Building and any sewage connections properly capped prior to removal of the Building.

- 6.3 The Building shall be at the risk of the Purchaser from acceptance of the Purchaser's Tender and the Purchaser shall keep the property insured in the joint names of the Vendor and Purchaser as to the respective rights and interests and provide evidence of the same to the Vendor upon demand.
- 6.4 Prior to removal of the Building the Purchaser shall give not less than seven (7) days notice to the Vendor and shall pay the balance of the purchase price to the Vendor. If requested the Purchaser will also pay a bond of FIVE THOUSAND DOLLARS (\$5,000) to the vendor which shall be refunded by the Vendor immediately upon completion of removal of the Building PROVIDED THAT if in removal of the Building the Purchaser damages the Vendors' property such monies may be used to remedy such damage.
- 6.5 Following removal of the Building the Purchaser shall clear the site of all solid material and leave a cleared level site ready for grassing.
- 6.6 The Purchaser shall comply with the Health and Safety in Employment Act 1992 and shall ensure that any contractors attending on removal of the Building on behalf of the Purchaser shall comply with such Act.
- 6.7 The Purchaser shall have reasonable access to the Vendors property for arranging removal of the Building.
- 6.8 The Purchaser shall fully indemnify the Vendor for any loss suffered by the Vendor as a result of breach of the Purchasers obligations set out herein.

7. FAILURE TO REMOVE BUILDING

In the event the Building is not removed by 30 January 2008 the Vendor may by written notice cancel this Agreement and forfeit the deposit and bond monies paid.

8. NO WARRANTY

Tenderers will be taken to have inspected the Building and to have tendered entirely in reliance on the tenderer's own skill and judgment and not in reliance on any representations, warranties, statements, agreements or undertakings of any nature made by or on behalf of the Vendor, except only to the extent that those representations, warranties, statements, agreements or undertakings (or any of them) are expressly set out in these tender conditions.

To the extent that any tenderer has been induced to tender in reliance on any representations, warranties, statements, agreements or undertakings of any nature made by or on behalf of the Vendor (apart from those expressly set out in these tender conditions), the tenderers unconditionally and irrevocably waive

any claims, rights or remedies which any tenderer might otherwise have had in relation to any of those representations, warranties, statements, agreements or undertakings.

9. NOTICES

9.1 Service of Notices: Any notice or document required or authorised to be delivered or served under these tender conditions may be delivered or served:

9.1.1 Property Law Act: in any manner mentioned in section 152 of the Property Law Act 1952; or

9.1.2 Facsimile: by facsimile.

9.2 Time of Service: Any notice or other document will be treated as delivered or served and received by the other party:

9.2.1 Personal Delivery: on personal delivery;

9.2.2 Post: three days after being posted by prepaid registered post; or

9.2.3 Facsimile: on report to the vendor of an error-free transmission, when sent by facsimile.

9.3 Signature of Notices: Any notice or document to be delivered or served under these tender conditions must be in writing and may be signed by:

9.3.1 Attorney, etc: any attorney, officer, employee or solicitor for the party serving or giving the notice; or

9.3.2 Authorised Person: the party serving the notice or any other person authorised by that party.

TENDER 2

FOR PURCHASE AND REMOVAL OF MULTI-ROOMED COMMERCIAL BUILDING AT

46 ALBERT STREET, WHITIANGA

I/WE hereby tender to purchase the building for removal in accordance with the attached Conditions of Tender.

I. Purchaser:

Name/s:

Address:

Phone No

II. Purchaser's Solicitor:

Name:

Address:

Phone No:

III. Purchase Price: (Amount in words and figures)

Vendor: Name: The Thames-Coromandel District Council
Mercury Bay Service Centre
Address: 46 Albert Street, Whitianga

Vendors Solicitor: Name: Miller Poulgrain
Phone: (07) 868 6046
Fax: (07) 868 6533
P O Box 711
Thames
Attention; Derek Player

Deposit: 50% of the purchase price payable to the vendor

Signature of interested party

Date

If the purchaser is a company, the company may execute this document by one or more of its directors signing on behalf of the company.