**PLEASE DO NOT DELETE THIS LEGAL DISCLAIMER**

**This document provides a general overview of the key terms of a Form of Tender. The document is governed by Irish law and should only be used in Ireland. If any changes are made to the contents of this document, you need to ensure that any cross-referencing is updated.**

**It is not possible to provide comprehensive advice on the matters that may apply in the particular circumstances of your business in this document. Its contents are also by no means exhaustive. You should take legal advice before entering into this or any other legal documents. If you have any queries or concerns in relation to this document, we recommend that you seek legal advice before taking any further action. Adams Law are not responsible whatsoever in respect of any actions taken or not taken by you or any third party on the basis of this document.**

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**FORM OF TENDER AND CONDITIONS OF SALE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SALE BY TENDER**

**OF**

**[ ]**

**Tender Date: [ ]**

**Vendor: [ ]**

**Vendor’s Agent: [ ]**

**Vendor’s Solicitor: Adams Law**

 **13 Herbert Street, Dublin 2**

 **Dublin 2**

**FORM OF TENDER**

To:

I/We [NAME]

of[ADDRESS]

DO HEREBY TENDER in accordance with the within terms and conditions for the purchase of the premises described in the within Particulars and briefly described below for the sum of:-

Amount of Tender: €

In respect of:-

**(“the Property”)**

I/We submit herewith a Bank Draft payable to Adams Law, in the sum of €[ ] being a deposit of 10% of the amount of my/our Tender in respect of the Property. In the event of this Tender being accepted I/We agree to complete the purchase and pay the balance of the purchase money in accordance with the within terms and conditions.

Dated this day of 20[ ]

Signed by

in the presence of:-

Name in full of Tenderer:

Address in full:

Telephone No:

Email:

Tenderer’s Solicitor:

 Note 1

 Tenderers shall note the requirement of General Condition 3.3 of this Tender and shall accompany this Tender with satisfactory evidence of the availability of finance to complete the purchase in the event of the within Tender being accepted.

 Note 2

 In the case of signature on behalf of a tendering company or corporation the signatory is required to be a director or secretary of same and to sign and print his name and state the position held by him within the tendering company.

 Note 3

 Any Tender by a partnership shall be signed by one of the partners for and on behalf of the partnership and shall state the names and addresses of all of the partners, each of whom must provide written confirmation to the Vendor at the time of submitting the within Tender that he/she is jointly and severely liable with the other partners of the partnership in respect of the purchaser’s obligations herein in the event of the within Tender being accepted.

We hereby accept the within Tender

Dated this day of 20[ ]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the Vendor

**1. INTERPRETATION**

 In this Tender except where the context otherwise requires:-

 1.1. “Completion Date” means **[ ]**.

 1.2. “General Conditions” means the General Conditions of Sale (2017 Edition) issued by the Law Society of Ireland.

1.3. “Planning Acts” means the Planning and Development Acts 2000 - 2017, the Local Government (Sanitary Services) Act 1878 to 1964, the Building Control Act 1990 to 2007, the Safety Health and Welfare at Work (Construction) Regulations 2013 and the Fire Services Act 1981 and 2003 and any amendment or re-amendment thereof and all regulations made from time to time thereunder.

 1.4. “Property” shall mean**[ ]**.

1.5. “Purchaser” means the person, corporation or other entity submitting the within Tender.

 1.6. “Tender” means the entire of this Tender Document including all of the within Conditions of Sale.

 1.7. “Vendor” means**[ ]**, its successors and assigns.

 1.8. “Vendor’s Agent” means **[ ]**.

 1.9. “Vendor’s Solicitor” means [ ].

**2. PARTICULARS OF THE PROPERTY IN SALE**

 **ALL THAT AND THOSE** **[ ]**.

 **HELD [ ]**.

 **SUBJECT TO**  **]**.

**3. GENERAL CONDITIONS OF TENDER**

 3.1. **Submission of Tenders**

 Every person deciding to purchase the Property described in the Particulars hereof shall complete the foregoing Form of Tender and shall send same duly signed in accordance with the foregoing particulars of these Conditions in a sealed envelope marked “*Tender Re: [ ] - Ref: [ ]”* to the Vendor’s Solicitors, [ ] to arrive not later than **[ ]** on **[ ]** day of **[ ]** 20[ ].

3.2. **Deposit**

Enclosed with the Tender the Purchaser shall send a Bank Draft made payable to [ ], for a sum by way of deposit equal to 10% of the amount of the Tender.

3.3. **Evidence of Finance**

 Enclosed with the Tender the Tenderer shall also submit written evidence from a bank or other lending institution that the Tenderer has or will have available sufficient funds to enable the Tenderer to complete the purchase of the Property, if accepted.

3.4. **Tenders Open for Acceptance**

 Every such Tender shall remain open for acceptance and shall be irrevocable until close of business on **[ ]** 20[ ].

3.5. **Vendor’s Discretion**

 The Vendor does not bind itself to accept the highest of any Tender and no Tender expressed to be made “in Trust” or “as Agent” without disclosing the principal will be considered. Any Tender which is conditional will not be considered. Forthwith upon the issue of any such notice of acceptance the Vendor and Purchaser shall thereupon be bound in accordance with all the terms and conditions of the within Tender.

3.6. **Notice of Acceptance**

 On or before close of business on **[ ]** 20[ ], Notice of Acceptance shall be given by or on behalf of the Vendor by telephone or telefax and subsequently shall be confirmed (whether before or after such date) by letter to the party or parties (if any) whose Tender is/are accepted. The Vendor shall not be obliged to accept any Tender submitted.

3.7. **Stakeholder**

 In the event of acceptance of the within Tender the bank draft made payable to [ ], by way of deposit amounting to 10% of the amount of the Tender shall be held by [ ], as stakeholder in accordance with the General Conditions.

3.8. **Return of Bank Draft**

 On or before close of business on **[ ]** 20[ ], bank drafts received from parties whose Tender is not accepted shall be returned to the Tenderer at the address specified in this Form of Tender in the ordinary course of post at his/her/its/their risk.

3.9 **Completion**

 The Sale shall be completed and the balance of the purchase price paid by the Purchaser on the Completion Date at the offices of the Vendor’s Solicitor, [ ]. The sale shall be completed in sufficient time on the day of closing to enable the Vendor to receive value on that day for the balance of the purchase monies payable by the Purchaser.

3.10. **Interest**

 In the event any monies payable by the Purchaser hereunder are not paid on the date upon which they fall due for payment interest shall be payable on the amount remaining unpaid at the rate of [ ]% per annum from the date upon which it fell due for payment until the date of actual payment whether before or after any Judgment obtained in respect thereof.

3.11. **Waiver**

 A waiver by any party or any breach of any of the terms, provisions or conditions of this Tender or the acquiescence of such party in any act or omission which would but for such acquiescence be a breach as aforesaid shall not constitute a general waiver of such terms provisions or conditions or of any subsequent act or contract thereto.

3.12. **Law Society Conditions**

The General Conditions shall be deemed to be incorporated in and form part of this Tender save where any of the General Conditions are inconsistent with any of the terms of this Tender and save where any of the General Conditions are expressly or by implication varied, amended or deleted in whole or in part in this Tender.

3.13. **Entire Agreement**

 This Tender constitutes the entire agreement made between the parties hereto with respect to the subject matter hereof and supersedes and extinguishes any representations or warranties (if any) previously given or made excepting those contained in this agreement and no variation shall be effective unless agreed in writing and signed by the parties or by some person duly authorised by each of them.

3.14. **Alteration of Tender Document**

 Any alteration to the within Tender shall, at the option of the Vendor, render the Tender invalid.

3.15. **Tenderers on Notice**

 The Property is available for inspection by interested parties by prior arrangement with the Vendor’s Agent prior to the date for submission of Tenders. The Purchaser having been afforded an opportunity of inspecting the Property prior to submission of this Tender shall be deemed to purchase with full knowledge of the state, condition, user, size, location and all matters pertaining to the Property and every part thereof and to fully accept such state, condition, user, size and location.

3.16. **Tenderer’s Risk**

 Every person whilst upon the Property, the subject matter of the Tender, shall be deemed to be there at his/her/its own risk and with notice of the condition of the Property and no person shall have any claim against the Vendor in respect of any injury sustained or accident which may occur. The Purchaser hereby indemnifies the Vendor and its agents from any liability arising from or by reason of any injury or damage caused to any such person or its agent or any other person or their property.

3.17. **Exclusion of Liability**

 The Purchaser hereby agrees and accepts that no statement, measurement, calculation or other information of any nature or description contained in any newspaper, advertisement, brochure, handout or any other document in respect of the Property shall constitute a representation inducing the Purchaser to enter into this sale or any warranty forming part of this Tender and that any statement, description, calculation, etc., contained in any such particulars or in any form are for illustration purposes only and not to be taken as matters of fact and any mis-statement, mis-description or incorrect statement, measurement, calculation or otherwise given verbally or in the form of any printed particulars shall not give rise to any cause of action or claim for compensation against the Vendor, its employees or agents or give risk to any right of recission under this Tender.

3.18 **Jurisdiction**

 This Tender shall be governed by and construed in accordance with the laws of the Republic of Ireland and the Purchaser hereby submits to the jurisdiction of the Irish Courts.

3.19. **Survival of Provisions**

 All such terms and conditions and provisions hereof as are designed or are capable of surviving completion of the sale shall survive such completion and shall not merge in or become extinguished in any subsequent assurance of the Property the subject of this Tender or any part thereof.

**SEARCHES**

### SPECIAL CONDITIONS OF SALE

**1. Interpretation**.

 Save where the context otherwise requires or applies or the text hereof expresses to the contrary the definitions and provisions as to interpretation set forth in the General Conditions and in the within Tender shall be applied for the purposes of the Special Conditions.

**2. General Conditions**

 The General Conditions shall:-

2.1 apply to the sale as far as the same are not hereby altered or varied, and the Special Conditions shall prevail in case of any conflict between them and the General Conditions or in case of any conflict between the conditions of the Tender and the General Conditions the conditions of the Tender shall prevail;

* 1. be read and construed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions or unless the Conditions of the Tender expressly or impliedly vary the General Conditions.

**ADDITIONAL SPECIAL CONDITIONS**