Agreement for sale and purchase

Please complete the fields indicated in red

Date **please add date**: .....

Seller: **CLUTHA DISTRICT COUNCIL**

Buyer **please add your full name**: .....

Phone number: **please add phone number:** .....

Offer

1.1 The buyer acknowledges when making this offer to purchase that the seller is inviting multiple offers for the purchase of the goods listed below and the Seller is not bound to accept the highest or any offer.

1.2 Every offer shall be a continuing offer and irrevocable until the 23 October 2015.

1.3 The Seller may effectively accept any offer by posting notice of acceptance addressed to the successful buyer at the address given in his offer.

2 Goods - please list the goods you wish to purchase below:

2.1

3 Price including goods and services tax - please indicate the price you are willing to pay:

3.1 $

4 Payment

4.1 The purchase price shall be paid to the offices of the Seller, within three days of the notification of the acceptance of the offer. The goods shall not be available for removal until the purchase price is so paid.

4.2 If from any cause whatsoever other than the default of the Seller the completion of the purchase shall be delayed the Buyer shall pay interest on the purchase money at the rate of 15% per annum from that date till the day of actual payment thereof.

5 Transfer of property and goods to buyer

5.1 On payment of the price.

5.2 All access to the property of the Seller for the purpose of collecting the goods must be with the express approval of the Seller and access will only be available between the hours of 9am and 4pm.

5.2 The Buyer must remove the goods from the property of the Seller within one month from the date of acceptance of the offer. The site must be left in a neat and tidy condition and all debris must be removed from the property.

6 Rights of unpaid seller

6.1 Irrespective of whether property in the goods has passed to the buyer or not, until the seller shall have received the price of the goods the seller may register a financing statement pursuant to the provisions of the Personal Property Securities Act 1999 to secure payment in relation to the same.

7 Quality or fitness description or sample

7.1 All implied terms, conditions and warranties relating to the quality and/or fitness for purpose of the goods or any of the goods are excluded, irrespective of whether such implication arises by operation of law (to the maximum extent so possible), by custom of trade or usage, or by conduct of the parties themselves.

7.2 The description of the property provided by the Seller is believed and shall be deemed to be correct and no error omission or misstatement in the description shall invalidate the sale or be made the subject of any claim for compensation by either party.

7.3 The Consumer Guarantees Act shall no apply to any goods purchased for use in or by a business.

8 Risk

8.1 Excepting that the seller shall take reasonable precautions to preserve the goods, the risk of the goods shall be that of the buyer from the time of the notification of the acceptance of the offer.

Signed for and on behalf of the

CLUTHA DISTRICT COUNCIL

as seller: ……

Signed by the buyer **(please sign here):** …….