

**CONDITIONS AND PARTICULARS OF CHATTELS**  
**OFFERED FOR SALE BY TENDER**

**VENDOR:** Whanganui Community Foundation

**LOCATION OF CHATTELS:** 7 Park Place, Whanganui

**VIEWING TIMES:** 22 and 29 February 2016, 4.30pm to 5.30pm

**TENDER CLOSING DATE:** 5.00pm 1 March 2016

**TENDER ACCEPTANCE DATE:** 8 March 2016

**SETTLEMENT DATE:** 16 March 2016

**CHATTELS REMOVAL DATE:** By agreement with the Vendor and no earlier than Settlement Date or later than 25 March 2016

**VENDOR'S AGENT:** Sewell & Wilson Ltd (Douglas Wilson)

**VENDOR'S AGENT'S ADDRESS:** 162 Wicksteed Street, Whanganui

1. Any offers of tender must be submitted on the Tender Bid Form (referred to as "Tender") attached, and the Tender must be signed by the Tenderer.
3. The Tenderer may tender for one or more of the chattels and the Vendor may accept the Tenderer's Tender in whole or in part.
4. The Vendor may decide to accept Tenders which do not comply with these Tender Conditions.
5. Tenders must be submitted in a sealed envelope to the Vendor's Agent at the address set out above no later than 5.00pm on 1 March 2016.
6. The Vendor is not required to accept the highest or any Tender and may at any time before or after the Tender Closing Date reject any or all Tenders, negotiate with any Tenderer to the exclusion of any other Tenderers, decide not to sell any or all chattel(s) by Tender and instead sell the chattel(s) in any other manner and to any person as the Vendor thinks fit, whether during the Tender process or otherwise, waive any irregularities or informalities in a Tender and withdraw any chattel(s) from sale.
7. No Tender will be opened until after 5.00pm on the Tender Closing Date.
8. Each Tender shall be irrevocable from Tender Closing Date until 5.00pm on Tender Acceptance Date, during which time the Vendor may consider Tenders, negotiate with any Tenderer and decide which Tender(s), if any, the Vendor wishes to accept.
9. Upon acceptance of a Tender, the Vendor will provide the Tenderer with an Acceptance of Tender form, together with a contract for the sale and purchase of the chattel(s).
10. Any Tender not accepted shall be of no further effect.

11. All chattels are sold “as is where is” and the Vendor makes no warranty in respect of any chattel except that it owns and can pass clear title in the chattel on settlement.
12. Tenderers are deemed to have inspected the chattel(s) in respect of which they tender and to have tendered entirely in reliance on their own skill and judgement, and not in reliance on any representations, warranties, statements, agreements or undertakings of any nature unless expressly set out in these Tender Conditions.
13. The chattels are offered for competitive tender and the provisions of the Consumer Guarantees Act 1993 are excluded and shall not apply.

#### Payment

14. The successful Tenderer shall pay the purchase price in full by bank cheque or internet banking or as is otherwise acceptable to the Vendor on or before 4.00pm on settlement date.
15. In the event that the purchase price is not paid on due date, the Vendor may terminate the agreement.
16. The chattels shall be at the risk of the Vendor until the purchase price is paid, at which time risk shall pass to the successful Tenderer.
17. In the event of damage or destruction of any chattel prior to payment of the purchase price, the Vendor may elect to either:
  - (a) Make good such damage; or
  - (b) Cancel the Agreement and neither party shall have any claim against the other.
18. The amount tendered shall be inclusive of GST.

#### Chattels Removal

19. The successful Tenderer shall be responsible for removing any chattel purchased after payment is made in full.
20. The removal of any chattels that the Tenderer has been successful in purchasing shall be completed in a proper and workmanlike manner leaving the property and surrounds clean and tidy.
21. The successful Tenderer shall liaise with the Vendor with regard to timing of removal of the chattel(s) successfully purchased and in the event that any chattel is not removed by the last date for chattel removal specified in these Terms, then the Vendor may terminate the Agreement and forfeit the purchase price paid if, having given written notice of its intention to cancel, the chattel is not removed as set out herein with THREE (3) days.

#### Notices

22. Any document required to be delivered under these tender conditions may be delivered on the Tenderer at the physical or e-mail address specified in the Tenderer’s Tender and, in the case of the Vendor, at the offices of the Vendor’s agent.

**TENDER BID FORM**

**Name:** .....

**Address:** .....

**Telephone:** .....

**E-Mail:** .....

<b>Item No.</b>	<b>Description</b>	<b>Bid (including GST)</b>
1.	14 x swivel chairs (can be purchased individually)	\$ (bid per chair)
2.	4 x mobile tables (800mm x 1800mm) (can be purchased individually)	\$ (bid per table)
3.	1 x whiteboard on easel	\$
4.	3 x De Longhi Sigura System heaters (can be purchased individually)	\$ (bid per heater)
5.	Blue mobile drawers (6 x 4 drawer, 2 x 3 drawer) (480mm x 680mm) (can be purchased individually)	\$ (bid per set of drawers – indicate 4 drawer or 3 drawer)
6.	1 x blue table (760mm x 1380mm)	\$
7.	1 x blue 5 shelf book case	\$
8.	2 x blue tables (800mm x 1500mm) (can be purchased individually)	\$ (bid per table)
9.	1 x blue coffee table (770mm x 770mm)	\$
10.	10 x chub lounge chairs (can be purchased individually)	\$ (bid per chair)
11.	Fisher & Paykel fridge/freezer	\$
12.	Sundry crockery (indicate items bid for)	\$
13.	4 x metal frame chairs, blue fabric (can be purchased individually)	\$ (bid per chair)
14.	1 x View Sonic Projector	\$
15.	1 x 3 piece suite, green	\$

16.	1 x blue coffee table (380mm x 1140mm)	\$
17.	1 x 9 cubbyhole storage unit (390mm x 1200mm, 1200mm high)	\$
18.	1 x HP printer PSC1410 all in one scanner	\$
19.	1 x computer desk (1220mm wide x 580mm deep)	\$
20.	3 x swivel office chairs (can be purchased individually)	\$ (bid per chair)
21.	1 x corner office desk	\$
22.	1 x storage cabinet (890mm x 460mm, 900mm high)	\$
23.	1 x corner desk unit and drawers	\$
24.	1 x blue table with 6 steel frame chairs (grey fabric) (can be purchased individually)	\$ (indicate if bid is for table and/or chair(s))
25.	1 x corner office desk	\$
26.	2 x 4-cubbyhole units (can be purchased individually)	\$ (bid per unit)
27.	4 x 2-cubbyhole units (can be purchased individually)	\$ (bid per unit)
28.	1 x 4 drawer filing cabinet	\$
29.	1 x hessian noticeboard	\$
30.	2 x ABC shredder (can be purchased individually)	\$ (bid per shredder)
31.	1 x Canon IR2000 photocopier	\$
32.	1 x HP 2100 laser jet printer	\$
33.	1 x office desk (1500mm wide, 720mm deep)	\$
34.	2 x blue storage cupboards (790mm wide, 420mm deep, approx. 1830mm high) (can be purchased individually)	\$ (bid per cupboard)
35.	Office shelving	\$
36.	Fax Machine	\$
37.	Reception Unit	\$