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Blackpool and Fylde Aero Club v Blackpool BC



Positive/Neutral Judicial Consideration

Court

Court of Appeal (Civil Division)

Judgment Date

25 May 1990

Where Reported

[\[1990\] 1 W.L.R. 1195](#)

[\[1990\] 3 All E.R. 25](#)

[\[1990\] 5 WLUK 336](#)

[88 L.G.R. 864](#)

[\(1991\) 3 Admin. L.R. 322](#)

[\(1991\) 155 L.G. Rev. 246](#)

[\[1991\] C.L.Y. 523](#)

[Judgment](#)

Subject

Contracts

Keywords

Implied terms; Tenders

Judge

[Stocker LJ](#);

[Bingham LJ](#);

[Farquharson LJ](#)

Case Digest

Abstract

BBC appealed against a decision that it was liable for breach of contract to BFAC. BBC had invited BFAC and others to submit tenders for a pleasure flight concession from Blackpool airport. The tender deadline was 12 noon on 17 March. BFAC posted their tender at 11am on that day in the Town Hall post box which was cleared each day at noon. That did not occur and BFAC's tender was dismissed as late.

Held: Appeal dismissed. The invitation to tender prescribed the procedure for the submission of tenders. BFAC complied with those terms. The invitation provided impliedly that if BFAC conformed to its terms they were entitled to have their tender considered.