

DAREY CENTRE - CONDITIONS FOR INFORMAL TENDER

1. Tenure

Freehold with Full Title Guarantee.

2. Legal Documentation:

We would normally expect the following conditions. If you include no proposed variations, the council will assume that you agree to the following:

- Conditional contract based upon receipt of planning permission.
- Exchange of contracts within 1 month of formal approval of the sale via our internal democratic process.
- 10% payable upon exchange of contracts with the balance payable upon completion – deposit is repayable only if planning is refused or the buyer believes there are onerous conditions imposed upon receipt planning permission.
- Submission of any planning application required for the intended use within 3 months of exchange, or such other time as may be agreed in writing based upon the size & nature of the development.
- Completion within 14 days of the grant of planning permission
- Work to commence on site within 3 months of completion.

If you wish to vary these then please include full details of your proposed changes including any altered timescales/payments with your bid.

3. Consideration:

Please detail the full amount offered – include as both number and words for the avoidance of doubt.

Please include, if required, any assumptions you have made that you wish us to consider in arriving at your NET offer.

Please note – we expect bidders to take account of current national and local planning guidance when arriving at their offers. We expect all developers to fulfil the requirements of local and national planning policy based on the nature & size size of the development and that may include, but not be limited to, affordable housing, biodiversity net gain, public open space inc. play parks, education, leisure/recreation, health, highways, and drainage.

We cannot accept any offer that is made subject to conditions for any later deduction related to planning conditions, such as s.106 costs. Additionally, we would not support the purchaser in any application for the removal of s.106 costs subsequent to purchase and/or the granting of planning permission based upon the land value paid.

4. Site

The Site, which for the purposes of identification only, is shown on the attached plan referenced SCU-4-0776 ("The Site Plan") comprises an area of approximately 0.62 acres (0.25 ha). The buyer must satisfy themselves as to the exact area.

The Site Plan is for identification purposes only and should not be scaled, owing to possible distortion by copying. The Site Plan is based upon Ordnance Survey mapping information and as such the position of OS features shown cannot be warranted correct. The Buyer should verify on site the precise position of existing boundaries and/or any features shown.

5. Scheme Plans/Permissions/Seller's Approval:

The Buyer will be required to obtain any detailed planning permission required at their own cost. Application must be made in accordance with the dates specified within the conditional contract namely:

- The Seller must approve the plans to be submitted for planning by the Purchaser in writing prior to their submission.
- The Purchaser to submit a planning application for the agreed development within 3 months of exchange of contracts.
- A long stop date of 6 months from the submission of planning, or such other date as may be agreed in writing with the seller, after which either party may withdraw if planning has not been received.

The Buyer will be responsible for obtaining all necessary consents, statutory or otherwise, in developing the property including any associated costs. The successful Buyer shall comply with all statutes, regulations, orders, and permissions and shall carry out any works required at his own expense.

6. Commencement and Completion of Works

The seller wishes to avoid any 'land banking' or such other delayed development of the site.

The development of the Site shall therefore be substantially commenced in accordance with the terms agreed under para. 2 and completed within such reasonable time period to be agreed in writing between the seller and purchaser. The development completion date may be extended once by agreement with the seller if requested, such request not to be unreasonably withheld.

In the event of the Buyer failing to commence the development within the agreed timescales, the Seller shall have the right to re-purchase the site at the sale price less any detriment in value caused by the purchaser's action or inaction on the site. In the event that the development is not completed within the agreed timescale then penalty payments equivalent to 1% of the agreed purchase price for each calendar month the development continues beyond such date until it is completed.

Such rights shall be incorporated as terms of the contract, shall remain exercisable and will be supported by pre-emption provisions.

7. Site Conditions

The Site shall be accepted in its present state and condition.

The Seller does not warrant that the Site is in any way suitable for the purposes of the Buyer's proposed development. The buyer will carry out any works necessary at their own expense.

For the avoidance of doubt, the Seller does not warrant that the Site is free from asbestos or other contamination. The Buyer will be responsible at his own expense for any measures required to identify or remove contamination and for other remedial works and shall fully indemnify the Seller accordingly.

Other documents and reports may be made available to potential bidders. Such documents are provided for information only and are not warranted correct nor should they be relied upon by bidders. Bidders are expected to satisfy themselves as to all factors affecting the property via their own surveys and investigations only.

8. Easements

The Site shall be disposed of subject to any existing rights or easements.

9. Services

It is understood that the property currently benefits from mains electricity, water, sewerage and gas. The condition and state of connection is not warranted and purchasers should satisfy themselves as to condition and availability through their own enquiries and surveys.

10. Rights of Light or Air

The Buyer shall not be or become entitled to any right of light or air to the Site or to any other right, privilege or easement which would restrict or interfere with the user of any adjoining or neighbouring land for building or any other purpose. No estate or interest in the subsoil of any road and/or footpath maintainable at public expense adjacent to the Site is included in the transfer to the Buyer.

11. Repair and Maintenance of Buildings and Landscaped Areas

The Buyer shall covenant with the Seller to maintain the Site in a proper manner, together with other works, services, additions, alterations, and improvements thereto.

12. Rates and Similar Charges

Any rates assessed shall be payable by the Buyer from the date of entry or legal completion (whichever shall be earlier).

13. Insurance

The Buyer will covenant to be responsible for insuring the Site under construction against damage by fire and other usual risks for the full reinstatement cost thereof.

14. Restrictive Covenants

The Buyer will indemnify the Seller and its successors in title against any proceedings, costs, claims, and demands or other liability for breach of any restrictive covenants arising from the Buyer's development

15. Council's Costs

Both parties shall be responsible for their own costs in this transaction.

16. Assessment of Offers

The council will assess the offers on the information presented by the bidders.

Factors the council may considered include, but are not limited to:

- The quality of the plans including the proposed accommodation meeting current space and standard requirements for the type.
- Any due diligence and discussions that may already have taken place with other departments within the Council and/or external organisations.
- How the plans meet the strategic needs of the council – in this case there is a regeneration element and so the council will consider how the scheme fits in with the local area and surrounding uses.
- Prior delivery of schemes by the bidder in any area of the country and the quality of those developments.
- Price offered for the site.

The council reserves the right to accept any offer based upon their assessment of the criteria at their absolute discretion and are not bound to accept the highest, or any other, bid received.

North Lincolnshire Council Give Notice That:

- These particulars are set out as a general outline only for the guidance of bidders and do not constitute any offer or contract and shall not be construed by either party as so doing.
- All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and other details are given in good faith and are believed to be correct, but any intending Buyer should not rely on them as statements or representations of fact but must satisfy himself by inspection or otherwise as to the correctness of each of the statements contained in these particulars.
- Neither the Seller, nor any person in its employment, has any authority to make or give any representation or warranty whatsoever in relation to this Site.
- The council have to remain receptive to offers for the site until such time as a contract has been exchanged. However, the council reserves the right to ignore any offer made after the closing date of this informal tender by any party that have been invited to bid in this process, has been informed this bidding process is taking place or that is deemed to be an offer designed to frustrate completion of the sale to any chosen bidder.
- Errors & Omissions are excepted.