

Appendix 1

Heads of Terms Community Led Housing

Without prejudice and subject to contract

1. The Site	The land known as [site name and address] shown edged red on the attached plan, for identification only, and comprised within title number [insert title number(s)]
2. Proposal	A sale of the site, subject to planning, for a residential development to be developed, owned and managed by the Buyer for the benefit of the local community.
3. Seller	Bristol City Council (The Council) Any reference made to the "Council" or the "Seller" within this document refers to Bristol City Council's capacity as landowner only. Anything contained herein will not affect or fetter its role as a statutory body.
4. Seller's Solicitor	[contact details]
5. Buyer	[name of CLH organisation]
6. Buyer's Solicitor	[contact details]
7. Purchase price	[price agreed]
8. Exchange of Contracts	Exchange of Contracts is to take place within [4 months] of the receipt of the contract documentation by the Buyer's Solicitor.
9. Deposit	[TBA]
10. Approved Scheme	<p>Prior to submitting any planning application the Buyer will submit a draft of the application together with the supporting documents to the Seller for its approval.</p> <p>The draft application will be planning policy compliant.</p> <p>The Buyer shall not make any material changes or amendments to the Approved Scheme without the agreement of the Seller.</p> <p>The Buyer may, with the consent of the Seller, not to be unreasonably withheld, make any non-material changes</p>

<p>11. Planning</p>	<p>Within [6 months] of Exchange of Contracts the Buyer will prepare and submit a full/reserved matters planning application at their own cost and risk for the Approved Scheme.</p> <p>The planning application prepared and submitted by the Buyer will be planning policy compliant.</p> <p>The Buyer will work together with the local community during the detailed design and planning phases for the Approved Scheme in line with an agreed consultation plan.</p> <p>[The application will be submitted in the joint names of the Buyer and the Seller].</p> <p>[The copyright and benefit of all drawings and reports will be assigned to the Seller].</p> <p>A copy of the application, including all supporting documentation will be delivered by the Buyer to the Seller.</p> <p>The Buyer will use all reasonable endeavours to secure the grant of a full and implementable planning permission for the Approved Scheme before the Longstop Date.</p> <p>The Buyer will keep the Seller informed of the progress of the application.</p>
<p>12. Communication and Publicity</p>	<p>The Buyer will agree with the Seller the form of and undertake public engagement and communication programme relating to the preparation of the planning application and throughout the entire development process.</p> <p>The Buyer and the Seller shall agree a strategy for publicity and neither shall issue information or press releases without consulting and agreeing with the other unless required by law or in the public interest.</p>
<p>13. Completion</p>	<p>Completion will take place 6 weeks following the issue of a decision notice for a satisfactory planning consent and the completion of any accompanying legal agreements required by the local planning authority.</p>

	On Completion the balance of the Purchase Price will be paid by the Buyer.
14. Longstop Date	<p>The Buyer must secure detailed planning approval for the Approved Scheme and complete the purchase of the site within [18 months] of exchange of contracts.</p> <p>In the event that a planning decision is pending or an outstanding appeal has been submitted by the Buyer within the [18 month] period the Longstop Date will be extended to [24 months] from Exchange of Contracts.</p> <p>An extension to the Longstop Date for any other reason and/or for any other time period must be agreed in writing and will be at the Seller's absolute discretion.</p>
15. Option and Pre-emption	<p>The Seller will have an option to buy the Site back at the Purchase Price if the Buyer has not commenced development of the Approved Scheme within a period of [18 months] from Completion.</p> <p>Should the Buyer seek to dispose of the Site before the Approved Scheme has been implemented the Seller will have a pre-emption to buy the site at the Purchase Price.</p>
16. Alienation	The Buyer shall not be entitled to assign the benefit of the conditional contract agreement.
17. Costs	Each party will be responsible for their own costs.
18. Default	<p>The Seller shall be entitled to terminate the agreement if the Buyer is in fundamental breach of its obligations under the conditional contract and has failed to remedy that breach within a reasonable time, having regard to the nature of the breach.</p> <p>Notwithstanding termination the Buyer shall remain liable to the Seller in respect of any breach of the terms of the conditional contract prior to termination.</p>
19. Site Investigations	The Seller will allow the Buyer reasonable access to the site for site investigations during the conditional contract period subject to the Buyer obtaining prior approval from the Seller and entering into a licence for access, if required.