

Appendix 2

Heads of Terms Self Build Land Disposal

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 freehold interest in the site, subject to planning, for the construction of a [single] dwelling by the Buyer to be owned and occupied by the Buyer as their main home.
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 self-builder]
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 solicitors.
9. Deposit	The Buyer will pay a [non-refundable] Deposit of 10% of the Purchase Price on Exchange of Contracts. The Deposit is to be deducted from the Purchase Price on Completion.
10. Planning	Within [9 months] of Exchange of Contracts the Buyer will prepare and submit a detailed planning application at their own cost and risk for the development of a [single] dwelling on the site for their own occupation. The planning application prepared and submitted by the Buyer will be planning policy compliant.

	<p>The Buyer will use all reasonable endeavours to secure the grant of a full and implementable planning permission before the Longstop Date.</p> <p>The Buyer will keep the Seller informed of the progress of the application.</p>
11. Completion	<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> <p>On the completion the balance of the purchase price will be paid by the Buyer.</p>
12. Longstop Date	<p>The Buyer must secure detailed planning approval 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>
13. Alienation	<p>The Buyer shall not be entitled to assign the benefit of the conditional contract.</p>
14. Costs	<p>Each party will be responsible for their own costs.</p>
15. 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>
16. Site Investigations	<p>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.</p>

