

**INVERCLYDE COUNCIL  
STANDARD TERMS AND CONDITIONS OF SALE OF PLOTS**

1. Offers **must** be submitted in writing in proper Scottish Legal form and addressed to:  
  
    Head of Legal & Property Services  
    Inverclyde Council  
    Corporate Reception - Customer Service Centre  
    Municipal Buildings  
    Clyde Square  
    Greenock  
    PA15 1LX
2. Offers **must** be received no later than the closing date and time which will be intimated to all who have formally noted an interest in purchasing the plot.
3. Offers **must** be placed in a securely sealed envelope using an addressed tender label which the Council will supply. The envelope and the label **must not** be marked in any other way so as to identify the offeror.
4. Offers **must** be submitted in accordance with the above instructions. Any offer received after the specified closing date and time, or submitted to any location other to the above specified address, will not be accepted or considered.
5. Any offers submitted by fax or e-mail cannot be considered.
6. The outcome of the evaluation of offers received and any recommendations as to a preferred offer **may** require to be reported to the relevant Committee of the Council for consideration and approval. It should therefore be noted that no time limit clause for acceptance of offers can be accommodated.
7. The Council is under no obligation to accept the highest or indeed any offers.
8. The Council reserves the right to withdraw from any negotiations or contract of sale and recover relevant losses where it becomes apparent that the purchaser has been associated in collusion in submitting the offer or employed corrupt or illegal practices. The Council may insist on the inclusion of a provision in any contract of sale to this effect.
9. The plot is offered for sale as per the condition as at the date of the marketing particulars and the purchasers will require to accept it in that condition. No work will be carried out on the plot by the Council prior to or after the Date of Entry. The purchasers will be required to meet all costs associated with any development of the plot.
10. The purchasers will be required to satisfy themselves as to the location, condition and capacity of all services whether within the plot or otherwise. All required upgrades and/or diversion of existing services to facilitate connection thereto shall be the responsibility of, and at the sole cost of, the purchasers. The Council will provide the purchasers with an 'as built' drawing of the services and the purchasers will be responsible for connection thereto at their cost.
11. The purchasers will be required to satisfy themselves, at their own expense, as to the ground conditions in respect of the plot. The Council gives no warranty as to the suitability of the plot for building and shall have no liability to the purchasers or their

servants, agents or contractors in contract or in delict for any loss or damage suffered as a result of any defect in the plot, or information provided.

12. The roads and footpaths ex adverso the plot and adjoining plots shall not be used by the purchasers or their contractors for the storage, preparation or mixing of building materials.
13. The purchasers will be required to satisfy themselves with the Council's title to the plot, the extent of that title and the terms of any burdens, servitudes or other title conditions affecting that title. The Council gives no warranty in respect of any of these issues.
14. The plot shall be transferred under burden of any servitude rights or wayleaves, including but not limited to those for sewers, drains, pipes, cables, telegraph or telephone wires and stays in, on, over or through the plot, whether formally constituted or not.
15. In the event that missives of sale are not concluded within 4 weeks of the closing date, the Council reserves the right, at its absolute discretion, to withdraw from negotiations.
16. The Council will be entitled at its sole discretion to resile from the bargain (with no expenses due to or by either party) in the event that settlement is not effected within 14 days from the date of receipt by the purchasers of detailed planning permission for the erection of a house on the plot.
17. The marketing particulars are believed to be accurate and are set out as a general outline only for the guidance of prospective purchasers. However, their accuracy is not warranted and they are not deemed to form any contract or part of any contract which may be entered into.
18. All references to descriptions, dimensions, conditions and necessary permissions for use and occupation, and other details are given without responsibility and the intending purchasers should not rely upon them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
19. No person in the employment of the Council or their Agents, has any authority to make or give any representation or warranty whatsoever in relation to the plot.
20. The purchasers must 'pre-qualify' for the sale of a plot to them by reference to their prior completion of the sales application form.
21. The purchasers will submit an application for full planning permission for the erection on the plot of a single detached dwellinghouse within 6 months of conclusion of missives.
22. The purchasers will obtain a grant of full planning permission for the erection on the plot of a single detached dwellinghouse within 12 months of conclusion of missives.
23. The purchasers will complete the erection on the plot of a single detached dwellinghouse conforming to the grant of full planning permission within 2 years of the grant of full planning permission. Completion of the dwellinghouse will be defined by reference to the grant of a habitation certificate by the Council's Building Standards Division.

25. The Council will be entitled, at its sole discretion, to resile from the bargain for any breach by the purchasers of conditions 22, 23 and 24 hereof in which case the deposit paid will not be refundable.

