

**INVERCLYDE COUNCIL
STANDARD TERMS AND CONDITIONS OF SALE/LEASE**

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 shown on the marketing particulars.
3. Offers **must** be placed in a securely sealed envelope using the enclosed addressed tender label. 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 subjects are offered for sale/let as per the condition as at the date of the marketing particulars and the purchasers will require to accept them in that condition. No work will be carried out by the Council prior to or after the Date of Entry. The purchasers will be required to meet all abnormal costs associated with any development of the subjects, including demolition and site clearance costs in respect of any existing structures.
10. The purchasers will be required to satisfy themselves as to the location, condition and capacity of all services whether within the subjects 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.
11. The purchasers will be required to satisfy themselves, at their own expense, as to the condition of any existing structures on the subjects. The Council gives no warranty as to the suitability of any structures.

12. The purchasers will be required to satisfy themselves, at their own expense, as to the ground conditions in respect of the site. The Council gives no warranty as to the suitability of the subjects 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 subjects, or information provided.
13. Offers must be accompanied by a statement clearly detailing the proposed use or range of uses on the subjects, together with a layout plan clearly detailing all and any development proposals, to include associated timeframes in connection with any development construction works. This information is essential to allow full consideration of the offer submitted, and failure to provide sufficient information may lead to the offer being discounted.
14. No warranty shall be given by the Council as to the suitability of the subjects or any existing structures for any intended use. All interested parties must satisfy themselves as to the question of intended use.
15. The roads and footpaths ex adverso the subjects shall not be used by the purchasers or their contractors for the storage, preparation or mixing of building materials.
16. The purchasers will be required to satisfy themselves with the Council's title to the subjects, 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.
17. The subjects 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 subjects, whether formally constituted or not.
18. It should be noted that, in appropriate circumstances, the sale/let will be conditional upon the granting of planning permission by Inverclyde Council and the necessary statutory consents by the relevant bodies. Such a condition will operate for the benefit of the Council.
19. In appropriate circumstances, the sale/let will be conditional upon the purchasers undertaking site investigations and submitting a planning application within 12 weeks (or such other time period as may be agreed by the Council) of the date of conclusion of the missives.
20. The Council may require that any proposed development shall be completed within 2 years (or such other time period as may be agreed by the Council) from the date of conclusion of the missives.
21. In the event that missives of sale/let are not concluded within 16 weeks of notification to the purchaser of the Council's decision, the Council reserves the right, at its absolute discretion, to withdraw from negotiations.
22. 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 9 months from the date of conclusion of missives.

23. The purchasers will be responsible for meeting the Council's combined legal and professional fees incurred in connection with the disposal of the subjects of sale/let, equating to 2% of the sale price, or 10% of the annual rent as appropriate, these being net of VAT.
24. 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.
25. 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.
26. No person in the employment of the Council has any authority to make or give any representation or warranty whatsoever in relation to the subjects.
27. Depending on the nature and extent of proposals received, the Council reserves the right to assess and evaluate any individual element on any of the respective areas of the development brief.
28. Offers must be capable of demonstrating that they are financially valid. This will form part of the final evaluation process. Any offers requiring a subsidy of any kind from the Council will not be accepted.
29. Please refer to the marketing particulars for any special terms and conditions applicable to the subjects of sale/let.