

BURNLEY ROAD COMMERCIAL DEVELOPMENT SITE, BLACKBURN

CONDITIONS OF SALE

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

1. **Property:** Land at Burnley Road in the area of Furthergate, Blackburn, identified by red edging on the attached plan.
2. **Tenure:** Believed freehold.
3. **Method of Sale:** Freehold disposal with the benefit of vacant possession following an initial building licence grant.

The successful bidder will be required to enter into a Conditional Contract with the Vendor (Blackburn with Darwen Borough Council) which will be conditional on obtaining Planning Consent and developing the site in accordance with the approved Planning Permission. The Conditional Contract will act as an overarching Agreement incorporating the final Heads of Terms and enabling the grant of a Building Licence.

On satisfactory completion of the development and full payment of the purchase price, the freehold interest in the site will be transferred to the successful bidder.

4. **Purchase Price:** The land will be sold at the tendered price less any deductions for any financial contributions under a Section 106 Agreement under the Town & Country Planning Act 1990 (as amended) plus VAT if applicable and stamp duty land tax.

The successful bidder will be required to pay a non-refundable deposit based on 20% of the purchase price on exchange of the Conditional Contract. The balance of the purchase price will be payable upon completion of the development immediately prior to the Council transferring the freehold interest in the site.

5. **Costs:** The successful bidder shall be responsible for the Council's surveying and legal costs, which shall be 2% of the purchase price or a maximum cap at £5,000. The offer made for the site should be net of legal, surveyors and any other additional fees and costs. In circumstances where an appointed bidder withdraws from a sale for reasons other than a refusal of planning permission, previously unidentified costs which would make the scheme unviable, or force majeure, the Council reserves the right to charge its reasonable abortive costs in respect of legal and surveying work undertaken prior to the date of withdrawal.
6. **Planning:** The successful bidder shall be responsible for obtaining permission, consents and approvals for the development within agreed timescales and the site shall be developed in accordance with such plans and specifications previously approved by the Council as Vendor and Planning Authority.

An acceptable planning application will aim to provide a quality commercial development, having regard to the Council's adopted Local Plan in the following key areas:

- Providing good design;
- Creating jobs through provision of commercial use(s).

7. **Programme:** A draft programme is to be completed as part of the tender, and a detailed programme will be developed with the successful bidder following acceptance of the tender. The successful bidder will be expected to exchange contracts within 3 months of the date of acceptance of the tender and to submit a full planning application within 3 months of exchange. The successful bidder shall subsequently, within 6 months of receiving planning permission, commence and thereafter diligently complete the development within 18 months of commencement in accordance with the Building Licence, in full conformity with the approved proposals to the satisfaction of the Council.
8. **Failure to Obtain Consents:** If the permissions, consents and approvals mentioned in Condition 6 have not been obtained by the successful bidder within the agreed timeframe, it is understood and agreed that the offer will automatically lapse unless otherwise agreed between the successful bidder and the Council.
9. **Services:** The successful bidder shall be responsible for confirming the existence, location and suitability of all services to the site and shall be responsible for the costs associated with any diversion or relocation required to bring necessary services to site where and if required and shall liaise with the Council in order to minimise interference with common services.
10. **Failure to Develop:** Should the development not proceed in accordance with the agreed programme (see Condition 7) the sale shall be aborted without refund of the deposit unless for reason of force majeure or if otherwise agreed between the successful bidder and the Council.
11. **Entry onto Site:** The successful bidder will not be permitted to commence work on the site prior to the completion of the Building Licence. However, the vendor will consider the granting of an Access Licence to the successful bidder (at the bidder's own risk) for the purposes of carrying out enabling works in advance of the granting of the Building Licence. The enabling works exclude any permanent structures on or in the land but not limited to site set up / mobilisation, site investigations, building surveys, etc. Any site investigation reports commissioned by the successful bidder are to be supplied to the Vendor at nil charge if requested.
12. **Covenants:** The following covenants, declarations and conditions will be contained in the Conveyance:
 - 12.1 Not to use the land or buildings erected thereon for any purpose other than the use granted to the successful bidder, previously approved by the Council as Vendor and Local Planning Authority.
 - 12.2 Not to erect any bills, posters, hoardings, notices or signs on the land, except "for sale" notices and any other notice that has been previously approved by the Council.
 - 12.3 To comply with all statutory requirements relating to the land.
 - 12.4 To comply with all covenants that affect the land and to keep the Council indemnified against any breach of such covenants, details by appointment at the offices of the Council's Solicitor.

- 12.5 A declaration that the successful bidder shall not be entitled to any right of light or air which would restrict the free use of adjoining or neighbouring lands of the Council.

13. General:

- 13.1 The successful bidder shall make good any damage to roads, pavements, property, public utility services and open space/landscaped/grassed areas arising from the execution.
- 13.2 During the development period, the Council, its agents, servants, successors in title and licensees reserve the right to enter upon the site at any time after giving reasonable notice and complying with all relevant safety requirements for whatever purpose, including viewing the state and progress of the work.
- 13.3 The successful bidder shall not do or permit to be done anything on the site, which may cause a legal nuisance to adjoining occupiers, owners or the public.
- 13.4 The successful bidder shall indemnify the Council against liability, loss, claims or proceedings arising from the carrying out of the works or occupation of the site.
- 13.5 The successful bidder shall throughout the development period have full regard for the safety of all persons upon and in the vicinity of the site and shall ensure that adequate security precautions are adopted for this purpose.
- 13.6 The successful bidder shall be responsible for carrying out any supplementary site investigations and enquiries in order to satisfy themselves as to the fitness of the site for the proposed development.
- 13.7 Any other Conditions which the Council Solicitor would normally incorporate into a transaction of this nature.