

Property Particulars

TITLE INFORMATION

The titles, which have been identified by the Council as relating to the land, are available for inspection at the offices of:

Chief Governance Officer / Solicitor to the Council
East Ayrshire Council
Council Headquarters
London Road
Kilmarnock Tel: 01563 576503

The buyer will require to satisfy themselves regarding the extent of the subjects of sale, the suitability of same for any proposed use, and any burdens, conditions, access rights and other which apply thereto.

ENVIRONMENTAL ISSUES

The successful purchaser will be given permission and adequate opportunity to carry out their own environmental investigations of the subjects as a suspensive condition of the missives of sale and the subjects will be sold on the basis of the provisions of number 3 of the Conditions of Sale forming part of these Marketing Particulars.

OFFERS

Offers are invited.

Details of the prospective purchaser's development proposals for the subjects should accompany any offer.

Offers for the subjects should be returned to the Solicitor to the Council, East Ayrshire Council Headquarters, London Road, Kilmarnock.

Prospective purchasers should ensure any offer takes account of all reasonable development costs likely to be incurred in connection with the proposed development including:

1. The costs of diverting any utilities or service media including the costs of obtaining any necessary wayleaves, permissions etc. Prospective purchasers should make enquiries with utility companies prior to submitting an offer to confirm the presence/location of all services.

2. The costs incurred in the provision of drainage systems for the proposed development in order to comply with the requirements of Scottish Water and SEPA.

3. The costs of earthworks and the provision of retaining walls required for the proposed development.

4. The costs incurred in complying with the requirements of Planning and Roads in obtaining the necessary consents for the proposed development.

5. The costs incurred in the provision of any necessary road capping layer and the formalising of any access rights.

OTHER INFORMATION

Any agreement on disposal will require to be on the basis of the development as proposed by the purchaser. A 'clawback' title condition **may** be included so as to protect the Council's future interests in the event that statutory permissions are subsequently obtained by the successful applicant, or any successors in title, for development in excess of that initially proposed or for any future change of use. To this end the clawback security would be by way of an obligation on the purchaser to pay to the Council 100% of any increase in the value of the property arising from the additional development plus all associated costs during the first 15 years and 50% of any increase in such value plus all associated costs during years 16-40, after which there would be no clawback.

CLOSING DATE

12 noon on Monday 18th December 2017.

ENTRY

The date of entry shall be 28 days after the date of conclusion of missives or such other date as may be mutually agreed.

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CONDITIONS OF SALE

1. Acceptance of a prospective purchaser's offer by the Council, as a preferred bidder, should not be construed by the prospective purchaser as acceptance of the proposed use/development by the Council, nor will it prejudice the proper determination of any separate planning application.
2. Any offer conditional on obtaining planning consent must include details of the proposal for which consent will be sought. This should specify the proposed number of units/floor space upon which the offer is based and must be supported by drawings showing the layout of the proposed development.
3. The successful purchaser will (i) in terms of contract assume all environmental liabilities that may arise in respect of the Subjects (ii) acknowledge that the Council will rely upon the statutory exclusion Test 3 provision in Part IIA of the Environmental Protection Act 1990 as applied by the Contaminated Land (Scotland) Regulations 2005 by selling the Subjects with information and. (iii) will indemnify the Council against all environmental liabilities in relation to the Subjects. Appropriate and detailed clauses to this effect will be incorporated in the missives of sale
4. The date of entry shall be 28 days after the date of conclusion of missives or such other date as may be mutually agreed. Vacant possession shall be given on the date of entry in exchange for payment of the purchase price or the balance outstanding in the event of a deposit having been paid on conclusion of missives.
5. On conclusion of missives which are, for any reason, conditional or suspensive, a deposit of 10% of the purchase price will be paid by the Purchaser to the Council and this deposit will be returnable only in the event of the Purchaser being unable to obtain a consent consistent with the planning information contained in these particulars or in the event of the purchaser failing to complete the sale for reasons attributable to the seller.
6. It is an essential condition of any successful offer which contains a clause such as or similar to that outlined in Condition 2 above, that a separate planning application must be lodged with the planning authorities for the alternative proposals as set out in the said offer.
7. The successful offerer must lodge any planning application(s) with the planning authorities within 4 weeks of the date of conclusion of missives or such other date as may be agreed within the missives. The successful offerer will be required to obtain the requisite planning permissions within a period of 16 weeks from the date of conclusion of missives or such other date as may be mutually agreed within the missives.
8. Where there are any buildings on site, any moveable property contained within is unless otherwise specified in the marketing particulars excluded.
9. Any security panels which have been installed by the Council should not in any way be construed as part of any heritable fixtures and fittings. These panels shall remain in the possession of the Council and shall be removed by the Council on or as soon after the date of entry as is reasonably practicable. The Council does not undertake to reinstate any damage caused by the fitting or subsequent removal of these panels.
10. It is understood that the purchaser has satisfied themselves as to the suitability of the subjects of sale for the envisaged development.
11. As part of the standard procedure of due diligence where offers to lease or purchase property from the Council are received, the Council may require to seek a personal credit check on the individual(s) concerned. In this respect, a letter of consent for signature will be issued when a tender envelope is requested and should be returned to the Council, along with the formal offer to purchase.
12. The Council offers the property to the market in its current condition and state of repair. The Council will not be responsible for any deterioration in the condition of the property between the date of offer and date of settlement, inclusive of any deterioration due to latent or inherent defects.