SELF OR CUSTOM BUILD
SERVICED PLOTS FOR SALE
Maidstone Place, Ernesettle PL5 2SG

- Offers invited
- Situated in residential area surrounded by parkland
- Guide Prices from £36,000 for the freehold
LOCATION

The site is located in Ernesettle, a residential area approximately 6 miles northwest of the City Centre. The site is within 300m of the local shops, library, post office and pub and a 500m walk to Ernesettle Community School. There are bus stops at the end of Maidstone Place.

DESCRIPTION

The site formerly housed domestic garages and a gas governor. These have been demolished and the trees along the edge of the site removed as they were found to be in a poor state. New trees will be planted as part of the landscaping scheme and a private roadway will be built which will be transferred to buyers with the plots and not be adopted as public highway. The final surfacing of the road will not be carried out until all the houses have been completed to reduce damage from construction deliveries. Improvements will be carried out along Maidstone Place to alleviate the current parking problems.
PLOT SIZES AND GUIDE PRICES

The site layout is still to be finalised by our Contractors but at present the plots sizes are as given below. Should this change everyone who has been sent these details will be informed by email. It is not anticipated that there will be any major changes.

<table>
<thead>
<tr>
<th>Plot No.</th>
<th>Total approx size (sqm)</th>
<th>Suggested Gross Internal Area (sqm)*</th>
<th>Guide Price</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>189</td>
<td>82</td>
<td>£36,000</td>
<td>Available</td>
</tr>
<tr>
<td>2</td>
<td>167</td>
<td>82</td>
<td>£36,000</td>
<td>Available</td>
</tr>
<tr>
<td>3</td>
<td>175</td>
<td>95</td>
<td>£48,000</td>
<td>Under Offer</td>
</tr>
<tr>
<td>4</td>
<td>201</td>
<td>95</td>
<td>£48,000</td>
<td>Under Offer</td>
</tr>
</tbody>
</table>

* Please note that larger houses would be acceptable but there are guidelines for minimum areas of amenity space which can be found here: http://www.plymouth.gov.uk/developmentguidelinesfirstreview
PLANNING

Outline planning permission has been obtained for four serviced plots. The application reference is 14/01407/OUT and full details can be found here: www.plymouth.gov.uk/planningapplicationsv4/welcome.asp

This establishes that the principle of four houses being built on the site is acceptable however buyers will need to apply for detailed planning permission for the house they want to build. Plymouth City Council offers free pre-application advice to self and custom builders and has a dedicated self build Planning Officer who will discuss your design and offer advice on any changes necessary. All development proposals must fully comply with Planning policies and requirements.

The prospective purchaser is responsible for obtaining any necessary planning permissions which may be required in connection with their proposed use of the premises. Should you make the highest bid but your proposed development is unlikely to obtain planning consent we will contact you to discuss this before rejecting your offer.

SERVICES

Services will be provided at the plot boundary and will consist of water, gas, electricity, drainage and cable.

OFFERS

Plymouth City Council invites offers, subject to planning, for these sites.

Please see the accompanying documents which explain the information you will need to include when making an offer for the site. Joint or group offers are acceptable and are encouraged for the semi-detached plots however individuals may also bid for these plots. Should you require a larger plot you may bid for both plots 1 and 2 in order to combine them to build a single dwelling.

Offers together with all additional required information should be sent to Liz Dunster, Housing Delivery Team, Floor 2, Ballard House, Plymouth PL1 3BJ. Offers can also be emailed to liz.dunster@plymouth.gov.uk

FURTHER INFORMATION

For further information please contact Liz Dunster of the Housing Delivery Team on 01752 304169 or email liz.dunster@plymouth.gov.uk

MISREPRESENTATION ACT

The particulars are set out as a general outline only for the guidance of intending purchasers and do not constitute, nor constitute part of, an offer or contract.

All descriptions, dimensions, references to condition and necessary permission for use and occupation and other details are given without responsibility and any intending purchasers should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
Thank you for your enquiry about the above mentioned land offered for sale as a self or custom build housing plots. Please read all the information provided carefully before sending your offer with all of the requested information.

Enclosed please find:

- Heads of Terms – this lists the clauses which will be in your contract for sale
- Plain English guide to Heads of Terms
- Sales details – information on exactly what you will be bidding for
- Plot Passport – this details what you are likely to get planning consent to build
- Weighting criteria – this explains how we weight your bid if you are eligible for a weighting
- Useful websites

Please note that by making an offer you are confirming your agreement to the Heads of Terms.

As part of your offer you must provide us with the following:

<table>
<thead>
<tr>
<th>Essential Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
</tbody>
</table>

Please note that if your bid is successful the Council will not be able to provide you with professional services in order to deliver the project but will offer any other assistance we can.

Please ensure that your offer with all the essential documents listed above is either delivered to Plymouth City Council at Ballard House, West Hoe Road, PL1 3BJ marked for the attention of Liz Dunster, Housing Delivery Officer or emailed to liz.dunster@plymouth.gov.uk by 4pm Friday 20 May 2016.

If you use email please ensure you receive confirmation that it has been received. If you do not receive confirmation please call 01752 304169.
Assessment Criteria

The Council’s Self-Build Panel will be assessing offers using the following criteria:

1. Have all the essential documents have been received?
   If yes – proceed to step 2
   If no – reject

2. Has a local weighting been requested?
   If yes – proceed to step 3
   If no – proceed to step 4

3. Has any required evidence been received (note that if the weighting is because you have been on our self build register we will provide this evidence ourselves)
   If yes – apply weighting and proceed to step 4
   If no – proceed to step 4 using un-weighted offer

4. List all offers according to amount and recommend acceptance of the highest

Please note the Council is bound to seek ‘best consideration’ for all land sales and is not obliged to accept any of the offers should it choose.

Should you have any queries please call Liz Dunster on 01752 304169 or email liz.dunster@plymouth.gov.uk
1. **What if I'm not prepared to sign up to live in my self-build house for 3 years?**
   The council is releasing these sites in response to demand for self or custom build. You will be required to agree to live in the house for 3 years following its completion so should not make an offer unless you are able to agree to this. In exceptional circumstances we may agree to vary this requirement should something unexpected happen after you have started the project.

2. **What if I have only enough money to buy the land – and cannot build my house (with or without a mortgage) in the next few years?**
   The council has prioritised the delivery of housing because it is important to provide more homes in the city. If you do not provide proof that you have enough money to complete the project within 3 years of receiving planning consent your offer will be rejected. (note that your business plan summary should show funding and construction timescales).

3. **When will I need to pay for the self-build plot?**
   You will need to pay a 5% deposit on exchange of contracts with the balance due on completion of the land transfer.

   If your offer is accepted we will ask you to let us have your solicitor’s details so our solicitor can send them a draft contract. It will take several weeks (sometimes months) for both solicitors to agree the final wording so we can exchange contracts. Once we have exchanged contracts you will need to apply for planning consent within 6 months. If you do not get planning permission within 12 months the contract will end and we will return your deposit.

   If you obtain planning consent you will then have to pay the balance and complete the land transfer within 10 weeks. If you do not start to build within 2 years we can choose to buy the site from you for the same amount you paid so we can offer it to someone else.

4. **What type of house will I be able to build?**
   Please see the plot passport for any planning restrictions. Your design should take into account the surrounding houses but does not have to look like them. We offer free pre-application advice from our dedicated self build Planner. She will let you know if any of your ideas need changing before you pay the fee to apply for planning consent.

   It is very useful if you include details with your offer if you are determined to build to a specific design or want to go against any guidance in the plot passport. If the design is not acceptable under planning policy your offer will not be rejected but we may contact you to discuss whether you are willing to alter your design.

5. **What if the planning application for my project is refused?**
   Pre application planning advice for self-build projects is free of charge. The self build Planning Officer will discuss any potential problems with you and suggest changes if necessary. Despite this, planning consent relies on a democratic process and we cannot
guarantee that consent will be given even if advice is followed. Should a certain number of comments be received from the public the application will be passed to the Planning Committee for a decision. It is a good idea to talk to the surrounding residents to discuss your plans. If they have objections it can be possible to come to a compromise which means they are less likely to comment as part of the official planning consultation process. If the application is passed to the Planning Committee it is useful to be able to show that you have consulted with local residents and listened to their concerns.

If planning consent is refused you will be able to withdraw from the contract of sale or make an appeal. Your deposit will be repaid to you and the site will then be re-advertised as an opportunity for other self-builders.

6. **What if I want to bid for a plot next to my friend/relative?**
   Joint or group bidding is allowed. The terms of your bid must be clearly explained. Please see the Weighting Criteria document for details of how weighting will be applied if applicable.

7. **What if I live in the same Ward as the site for sale plus I am on the self-build register. Can I get a higher level of local weighting?**
   No. Only one type of local weighting will be applied to an offer. We will use the highest level of weighting for which we have evidence, e.g. in the above example we would multiply your bid by 1.3 if you have provided evidence that you have lived in the same Ward for over 3 years.

8. **What if I buy the plot – but am unable to complete the project?**
   If you have not started on the site within 2 years of obtaining planning consent the council will have the right to buy the site back from you for the same price you paid for it. If you have started then you will be able to sell the site on to someone else under the same terms.

   The Council and any mortgage lender will expect you to have ‘Build out Insurance’ to ensure that at all stages the project will be inspected and insured to enable the project to be completed by a new purchaser. If you experience problems during the build period you will be expected to talk to us at the earliest opportunity to discuss how these may be resolved.
SELF-BUILD LAND
Plain English Guide to Heads of Terms

The numbers and headings below match those on the enclosed Heads of Terms

1. **Property** – This is the plot you are buying. It will be edged red on a plan. Part of the plan will be hatched blue (see 6 below)

2. **Purchase Price** – This is the amount you offered for the plot.

3. **Deposit** – We will exchange contracts as soon as possible so you know that the plot will be yours as long as you do the things required in the contract. When we exchange you will need to pay 5% of the amount you offered. If you do not manage to get planning permission within 12 months we will pay this money back to you and offer the plot to someone else.

4. **Development** – you are agreeing to do the following:
   i) Try your hardest to apply for planning consent within 6 months of exchange of contracts and do your best to get consent. This means submitting everything required by the Planning Authority and making sure what you are applying for is likely to be given consent. Our Self Build Planning Officer will discuss the process and your plans with you before you submit your planning application and let you know if you need to consider making changes. If something happens that you can’t control, such as serious illness, we will allow you extra time.
   ii) Pay experts to advise you on anything you do not have the skills to deal with yourself. This could include solicitors, architects, planning consultant etc.
   iii) Start building within 2 years of getting planning consent. If you do not do this we will be able to buy the plot back from you for the same price you paid for it. If there is a good reason for you not having started we might allow you extra time but we are trying to get houses built as quickly as possible so don’t want the site sitting empty for too long. Also, they buyers of the other plots will be waiting for the last house to be finished so we can put the top surface on the shared road.

5. **Restrictive Covenants** – these are things you can’t do and they will be listed on your registered title by the Land Registry. This means anyone you sell to in the future will also be bound by them. They are:
   i) You can’t build anything on the plot except a house and anything connected with a house such as a garage, outhouse etc. and you must live in the house for at least 3 years after it is built. You can own a second home but the house you build on this plot must be where you live most of the time.
   ii) You can’t use the house for a business that would be visited by customers or advertise a business on the building but you can have a home office in the house which you run a business from.
   iii) You can’t do anything on your property that could annoy people using the surrounding park or that might cause damage to the Council’s land. You also can’t allow anyone who is on
your property to do these things.

iv) You can’t do anything that might damage any services such as water pipes, gas pipes etc. You also can’t block access to them by the service providers.

v) You can’t rent out the house until 3 years after it is finished but you could get a lodger in a spare room while you are living there.

6. Rights Reserved – The roadway in front of the plots will be owned by the plot owners and not the Council. The part hatched blue on your plan will be owned by you but you will have to allow the owners of the other plots to walk and drive across it. You will also have to allow anyone the other owners want to cross this land. You will have to maintain this part of the road. It is usual for the owners of a private road to get together and each pay a share of the cost when works are needed.

7. Acceptable Planning Permission – This clause is to protect you. It means that you will not have to buy the plot if the conditions attached to your planning consent are unreasonable.

8. Vendor’s covenants – Although we will have built the road and provided services before you buy your plot we will not provide the top surface for the road until the houses have been built. This is because delivery lorries would damage the surface meaning you would need to resurface sooner. Within your contract we will promise to surface the road within a certain time of the completion of the last house.

9. Costs – As well as paying the amount you offered you will need to pay £1,150 towards the cost of the Council’s solicitor and surveyor. This is payable when we complete the transfer of the land so if you do not complete because you do not get planning consent you will not have to pay this. VAT is not payable on these fees in this case.

Explanation of the legal process

We will expect you to instruct a solicitor soon after we confirm your offer has been accepted and let us have their contact details. You should let your solicitor have a copy of the Heads of Terms so they know what to expect in the legal documents. We will then send a draft contract and transfer for them to discuss with you and they will ask us for any amendments they think are necessary. Once the drafts are agreed by both sides we can exchange contracts.

We expect you to exchange contracts as soon as possible so you know that the Council is legally required to sell the plot to you if you keep to the terms of the contract. You will pay the 5% deposit at this time. You will not own the land until you complete the transfer.

Once you get acceptable planning consent we expect you to complete the transfer as soon as possible so you can start the project. On completion of the transfer you will need to pay the balance of the amount you offered plus our fees. Until completion you will not own the land so cannot do anything on the plot.

If you haven’t started the project within 2 years we can buy the site back from you for the same amount you paid for it.
HEADS OF TERMS FOR DISPOSAL OF LAND FOR THE
DEVELOPMENT OF A SELF OR CUSTOM BUILD
RESIDENTIAL DWELLING.

Land at Plot X, Maidstone Place, Plymouth

Subject to Contract

Vendor: Plymouth City Council
Ballard House
West Hoe Road
Plymouth
PL1 3BJ

Vendor's Solicitor: Plymouth City Council
Floor 4 Ballard House
Plymouth
PL1 3BJ
Tel: 01752 306077
Fax: 01752 306082
FAO: Sam Gilding
Email: Samantha.gilding@plymouth.gov.uk

Purchaser:

Purchaser's Solicitors: TBC
Tel:
Attn:

1. Property
The land edged red for identification purposes on the attached plan No X which is to be sold with vacant possession on completion

2. Purchase Price
£ ()

3. Deposit
Upon exchange of contracts, the purchaser shall pay a deposit that shall be 5% of the total purchase price of the land. The full balance shall be paid upon completion.

The Deposit shall be returned and the contract terminated in the event that the Purchaser has not secured an Acceptable Planning Permission within 12 months of exchange of contracts.

4. Development
i) The Purchaser agrees to use reasonable endeavours to submit an application for detailed planning permission for the a single dwelling within 6 months of exchange of contracts and use his/her best endeavours to obtain Acceptable Planning Permission
ii) The Purchaser shall engage and retain professional advice at his own expense at every stage of the project as required in order to ensure the successful delivery of the development within the prescribed timescale.

iii) The Purchaser will commence building works as detailed in the Acceptable Planning Permission within 2 years. In the event that the Purchaser fails to do so the Vendor reserves the right to buy the Property from the Purchaser for the Purchase Price.

iv) The purchaser will use reasonable endeavours to complete building works as detailed in the Acceptable Planning Permission within 2 years of commencement.

5. Restrictive Covenants The transfer shall contain the following Restrictive Covenants:

i) Not to use the Property for any purpose other than for the construction of a single private dwelling, which will be the sole principal residence of the Transferee for 3 years from the date of Practical Completion of the build

ii) Not to use or permit the Property to be used for any trade or business except that the use as a home office as ancillary to the main use as residence is permitted

iii) Not to do or permit any act or thing on the Property which will be or might grow to be an annoyance or nuisance or cause damage or disturbance to the Transferor and/or any owner or occupier for the time being of the Retained Land

iv) Not to do or permit to be done on the Property anything likely to cause damage or injury to or to prevent access to any Service Media and to take all reasonable precautions to prevent any such damage or injury (if applicable)

v) Not to let the Property within three years of the date of Practical Completion of the build

6. Rights Reserved The purchasers of plots X together with any person to which they give permission shall have the right to pass and repass with or without vehicles across the land hatched blue on the attached plan.

7. Acceptable Planning Permission Acceptable Planning Permission shall be detailed planning permission granted to the Purchaser for the
## SELF-BUILD LAND

**Weighting Criteria**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proof of residence within 1km of site or within the same ward as the site for 3 years</td>
<td>Offer x 1.3</td>
</tr>
<tr>
<td>Proof of residence within PCC boundaries for 3 years</td>
<td>Offer x 1.2</td>
</tr>
<tr>
<td>Listing on PCC self-build register of interest for 3+ months</td>
<td>Offer x 1.1</td>
</tr>
<tr>
<td>No weighting</td>
<td>Offer</td>
</tr>
</tbody>
</table>

*Only one type of multiplier will be applied per bid.*

You need to state within your offer that you are applying for a weighting and include evidence of residency (proof of name/address for a period time) in order to claim local weighting. If you are claiming the 1.1 weighting for being on our register for over 3 months we will provide the evidence ourselves.

Joint or group bidding is encouraged but the terms of the joint offer must be clearly explained. If any of the bidders are eligible for a weighting this will be applied on a pro-rata basis, e.g. if 5 couples are making a joint offer for all 4 plots and 2 of them can provide evidence for a 1.3 weighting but the other 3 can only claim a 1.2 weighting we would apply a weighting of \((2\times1.3)+(3\times1.2))/5 = 1.24\). If 2 people are making a joint offer for 2 plots and one is claiming the 1.2 weighting while the other has none we would apply \((1.1+1)/2 = 1.05\).

### Worked example

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Offer</th>
<th>Weighting</th>
<th>Resulting bid level</th>
<th>Successful bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proof of residence within 1km of site for 3 years</td>
<td>£41,500</td>
<td>1.3</td>
<td>£41,500 \times 1.3 = £53,950</td>
<td>Local weighting makes this bid successful</td>
</tr>
<tr>
<td>Proof of residence within PCC boundaries for 3 years</td>
<td>£42,000</td>
<td>1.2</td>
<td>£42,000 \times 1.2 = £50,400</td>
<td></td>
</tr>
<tr>
<td>Listing on PCC self-build register of interest for 3 months minimum</td>
<td>£46,000</td>
<td>1.1</td>
<td>£46,000 \times 1.1 = £50,600</td>
<td></td>
</tr>
<tr>
<td>No weighting</td>
<td>£50,000</td>
<td>none</td>
<td>£50,000</td>
<td></td>
</tr>
</tbody>
</table>
Development which is either unconditional or subject only to conditions which are:

i) imposed by statute
ii) relating to use of materials or provision of landscaping
iii) substantially in accordance with any Plan for the area
iv) conditions to which the Purchaser should reasonably agree
v) conditions which reflect the offer made by the Purchaser to the Vendor for the Property.

8. Vendor's covenants

The Vendor will covenant to provide a top surface for the roadway within 6 months of notification of the Practical Completion of the last house on the site.

9. Costs

The Purchaser undertakes to pay the Council's reasonable professional fees in connection with the preparation of the legal documentation and any subsequent variation requested by the Vendor. The Council's legal fees shall be in the sum of £400 exclusive of any VAT payable, plus the Council's Surveyor's fees in the sum of £750 exclusive of VAT.