

DRAFT Terms and Conditions

1. The sale price shall be **XXXXX**, exclusive of Value Added Tax, if applicable.
2. The subjects shall be used solely for community use by the Purchaser, as outlined in their governing documents and in accordance with the proposal contained in the Community Asset Transfer request. Any change in use will require prior written consent from the Seller which shall not be unreasonably withheld where the proposed use is consistent with the aims of the governing documents.
3. The Purchaser agrees to a clawback agreement in case of any uplift in land value due to commercial or residential planning permission (not including any proposed community uses) this will be 100% of any uplift in excess of **XXXXX** (*the sale price*). This sum being subject to the deduction of any building improvement works completed prior to the date of consent, subject to satisfactory supporting evidence being provided to the Seller for verification.
4. In the event that the Purchaser wishes to dispose the subjects either in whole or part there is reserved to Glasgow City Council a right of pre-emption.
5. The Purchaser will grant a first ranking security over the subjects in favour of the Seller (Glasgow City Council).