



# Bristol City Council

## Preferred Bidder Partnership Agreement

**Community Led Housing Land Disposal Policy (2020)**

**Between Bristol City Council Head of Housing Delivery**

**and**

**[ CLH Group ]**

**[Date]**

## Contents

<b>1</b>	<b>Parties</b> .....	<b>2</b>
<b>2</b>	<b>Introduction</b> .....	<b>2</b>
<b>3</b>	<b>Definitions</b> .....	<b>2</b>
<b>4</b>	<b>Background</b> .....	<b>3</b>
<b>5</b>	<b>Aim</b> .....	<b>3</b>
<b>6</b>	<b>Purpose</b> .....	<b>3</b>
<b>7</b>	<b>Term</b> .....	<b>4</b>
<b>8</b>	<b>Roles and Responsibilities</b> .....	<b>4</b>
<b>9</b>	<b>Agreed Delivery Milestones and Timescales</b> .....	<b>4</b>
<b>10</b>	<b>Land Disposal Route</b> .....	<b>5</b>
<b>11</b>	<b>Review and Monitoring</b> .....	<b>5</b>
<b>12</b>	<b>Withdrawal of Preferred Bidder Status</b> .....	<b>5</b>
<b>13</b>	<b>Governance, Finance and Management Standards</b> .....	<b>5</b>
<b>14</b>	<b>Costs and Indemnities</b> .....	<b>5</b>
<b>15</b>	<b>Dispute Resolution</b> .....	<b>6</b>
<b>16</b>	<b>Disclaimer</b> .....	<b>6</b>
<b>17</b>	<b>Conflict of Interest</b> .....	<b>6</b>
	<b>Appendix 1 – Site Plan</b> .....	<b>7</b>

# Preferred Bidder Partnership Agreement

## Community Led Housing Land Disposal Policy (2020)

[This document should be tailored on a site-by-site basis. Update bracketed text and adjust milestones table to reflect the specific project]

### 1 Parties

[Bristol City Council], of [address] ("Council"); and [Community Led Housing Group legal name], a [entity type and registration number] of [address] ("CLH Group"). Together, the "Parties"

### 2 Introduction

Community led housing aim is to build and manage affordable homes that benefit a local community and support other community groups. It is about creating strong communities in ways that are difficult to achieve through mainstream housing. Community led housing projects should lead by example by working with the local community and developing environmentally sustainable, affordable housing and shared facilities which are allocated through BCC Allocation Policy.

### 3 Definitions

“Agreement” means this Preferred Bidder Partnership Agreement and its Schedules.

“CLH LDP” means the Community Led Housing Land Disposal Policy (2020) and associated guidance as updated from time to time.

“Commencement Date” means the date agreement is signed by both parties.

## 4 Background

- a. This Preferred Bidder Partnership Agreement (“agreement”) is given in respect of – [full site address] (“the site”) and in relation to the development known as [add scheme/development name] (“the development”) first proposed by the CLH Group in their bid for the site in [year] under the Community Led Housing Land Disposal Policy (2020). See **Appendix 1** – Site Plan.
- b. The site falls within [add ward] ward, which is in [add zone] Bristol.
- c. The CLH Group’s Preferred Bidder status was originally approved by the council for the site on [add date].
- d. The CLH Group has submitted a Full planning application ref: { } and this was approved on \_\_\_\_/ \_\_\_\_/20 \_\_\_\_ or, the CLH Group is currently preparing a planning application and shall submit in line with milestones.

## 5 Aim

The overarching aim of this agreement is to serve as a reference point for decision making processes, and to ensure that the Parties are aware of their obligations and entitlements.

## 6 Purpose

6.1 This agreement sets out how the parties will work together to deliver the development. It records shared intentions, roles, agreed delivery milestones, and outcomes that the parties aim to achieve by entering into the agreement. This is not a legally binding document.

6.2 The agreement confirms:

- Preferred bidder status of CLH Organisations that have been allocated council owned sites under the CLH Land Disposal Policy (2020).
- Revised delivery milestones and timescales
- Preferred Land disposal route

- Organisational commitment and agreement to the delivery milestones, timescales and CLH LDP Review Process and Monitoring Framework (See **Appendix 2**).

## 7 Term

This Agreement starts on the Commencement Date and continues until the earlier of: (a) Practical Completion of the Scheme; (b) withdrawal of preferred bidder status by either party, under the council’s CLH LDP Monitoring Framework.

## 8 Roles and Responsibilities

8.1 The council will: (a) provide enabling support proportionate to project stage and in line with the council's Interim Community Led Housing Enabling Offer; (b) take appropriate steps to support the CLH groups in meeting agreed milestone target dates; (c) review deliverability submissions; and (d) convene reviews per the CLH LDP Review Process and Monitoring Framework

8.2 The CLH Group will: (a) deliver the development; (b) take appropriate steps to meet agreed milestone target dates; (c) provide evidence of deliverability as per the CLH LDP Monitoring Framework; (d) report as per the CLH LDP Monitoring Framework; and (e) promptly notify risks or delays with an action plan (f) attend bi - monthly meetings to update progress

## 9 Agreed Delivery Milestones and Timescales

The Agreed Delivery Milestones and Target Dates:

Milestone	Target Date (Quarter/Financial Year)
Pre-planning development appraisal (including feasibility and financial costs/funding) sign off	
Pre-application Submission	
Planning Submission	

Post-planning/Pre-Commencement development appraisal, (including feasibility and financial viability/funding) sign off	
BCC Governance/Finance and Management Standards for CLH method statement sign off	
Land acquisition	
Start on Site	
Practical Completion	

## 10 Land Disposal Route

The Parties agree the preferred disposal route for land at [ ] is: , this is subject to council approvals on a site-by-site basis and subject to milestones being completed.

## 11 Review and Monitoring

Both parties agree that the scheme will be kept under review and monitored in line with the Council's CLH LDP Review Process and Monitoring Framework (see Appendix 2).

## 12 Withdrawal of Preferred Bidder Status

Preferred bidder status may only be withdrawn by the Parties in line with the Council's CLH LDP Review Process and Monitoring Framework (see **Appendix 2**).

## 13 Governance, Finance and Management Standards

The CLH Group shall observe the council's [governance and finance standards](#) and [management standards](#) or, provide evidence of a partnership with a Registered Provider that ensures equivalent compliance.

## 14 Costs and Indemnities

In line with the CLH LDP (2020), the CLH Group acknowledges that any costs and risks incurred cannot be recouped from the council. Each Party is responsible for its own costs. It is recommended that the CLH Group maintain appropriate insurance.

## **15 Dispute Resolution**

14.1 If either party has any issues, concerns or complaints about the project, or any matter in this agreement, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of negotiation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Housing Enabling Manager who shall decide on the appropriate course of action to take. All parties shall bear its own costs in relation to disputes.

## **16 Disclaimer**

It should be noted that by signing this document the partners are not committing to legally binding obligations. It is intended that the partners remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

## **17 Conflict of Interest**

Parties are asked to declare any conflict of interest with regard to CLH. Standard Form to complete is attached.

**Acceptance of Preferred Bidder Partnership Agreement**

We, the undersigned, confirm acceptance of the terms, milestones, and obligations set out in this Agreement and its Appendices.

**Please print name and sign**

Signed for and on behalf of Bristol City Council: \_\_\_\_\_

(Head \_\_\_\_\_ of \_\_\_\_\_ Housing \_\_\_\_\_ Delivery)  
Date: \_\_\_\_\_

Signed for and on behalf of [CLH Group]: \_\_\_\_\_

(Authorised \_\_\_\_\_ Signatory)  
Date: \_\_\_\_\_

**Appendix 1 – Site Plan**