

Planning Warranties Under 2017 Contract for Sale

1. Under the 2009 edition of the Contract for Sale the Vendor was required to provide a warranty that save as otherwise disclosed the property in sale complied with the Planning Statutes and Building Regulations.
2. However, the length of this warranty has now changed under the 2017 edition of the Contract for Sale and the planning warranty required to be given by the Vendor is limited to the date upon which the Vendor had entered into a binding contract to purchase the property and ending with the date they dispose of the property, i.e. upon the sale of the property.
3. The Vendor is required to disclose all development which has taken place to the property and all planning permissions, and they warrant that all conditions have been complied with in respect of Planning Statutes and Building Regulations.
4. There is an exception to the period of the warranty and this relates to any breach or non-compliance with Planning or Building Regulations prior to the Vendor acquiring the property where the Vendor is on notice of same. Once the Vendor is on notice they must disclose same to the Purchaser.
5. The Vendor must also disclose any Notices that have issued in respect of the property up to the date of sale which have been notified to the Vendor or that are within their knowledge.
6. It must be noted that the Vendor can rely on a Certificate of Compliance or Exemption by a qualified professional in respect of warranties that they are giving, provided they are dealt with in the certificate of the qualified professional. The Vendor is not liable for any inaccuracies in the certificate unless they know of same prior to the date of sale.
7. In light of the warranty being given by the Vendor as per the general conditions of the Contract for Sale it is important that the Vendor discloses to their Solicitor any works or development that have been carried out to the property during their period of ownership and also prior to their period of ownership of which they are aware. They must also disclose any Notices that have issued in respect of the property.
8. From a Purchaser's point of view they must ensure that they still carry out a planning search prior to entering into a Contract for Sale. The Purchaser should be aware that they cannot rescind a Contract for Sale in respect of any



notice or order which issued once details of which are entered on the Planning Register to the date of the sale.

If you require any further assistance or advice in relation to the above please contact the office on 01-2960666.