



**PRIVATE  
RESIDENTIAL  
PROPERTY AND  
CLAUSE 36 OF THE  
CONTRACT FOR  
SALE**

**W**hen preparing the 1988 Edition of the Contract for Sale, the Conveyancing Committee decided to change clause 36 by providing that where planning permission had been granted since January 1st, 1970 a certificate of compliance with planning permission was to be handed over on closing. When drafting this clause it had been intended to apply only to private residential property. In all other transactions special conditions should have been inserted in the contract but in practice this was rarely done.

When examining the contract the Conveyancing Committee decided that it would be preferable for the general conditions to provide that 1st October, 1964 would be the operative date in relation to all planning matters.

When the 1991 Edition of the standard Contract for Sale was produced a practice note was issued (June, 1991 Gazette) which recommended that special conditions should be utilised to implement the recommendations of the Conveyancing Committee or of other Law Society Committees.

The recommendation of the Conveyancing Committee is that where private residential property is a subject matter of a contract for sale it is reasonable for a vendor's solicitor to insert a special condition in the contract providing that no certificate of compliance with planning permission will be handed over in respect of the erection of, or alteration to, a private residential property where the work was completed prior to 31st December 1975 (the appropriate planning permission must be furnished).