YOUR LANDSTORE

# THE COMPLETE LANDOWNER'S HANDBOOK

A PRACTICAL GUIDE TO UNDERSTANDING, VALUING, MARKETING & SELLING LAND

# THE COMPLETE LANDOWNER’S HANDBOOK

Understanding, Valuing, Marketing & Selling Land

**YOUR LANDSTORE**

## COPYRIGHT & IMPORTANT INFORMATION



This handbook is provided for general information and educational purposes only. It is not intended to constitute legal, tax, planning, valuation or financial advice.

Landowners should obtain appropriate professional advice before making decisions relating to the sale, transfer, planning or development of land.

Planning policy, legislation, taxation and market conditions can change. Readers should check current information and obtain advice appropriate to their circumstances and jurisdiction.

The information in this handbook is intended primarily for landowners in England. Planning and legal requirements differ across the UK.

# CONTENTS

## *Foreword*

Selling land is rarely as straightforward as putting a price on an acre and finding a buyer.

For many landowners, the land they own may have been in the family for generations. It may be part of a working farm, a large garden, an unused field, a commercial property or simply a piece of land that has been held for many years without much thought about what it might be worth.

Then, at some point, circumstances change.

Perhaps you are considering retirement, selling an asset, releasing capital, dealing with an inheritance or simply wondering whether your land could be worth more than you have always assumed.

That is often when the questions begin.

**What is my land actually worth?**

**Could it have development potential?**

**Should I sell it now or wait?**

**Should I apply for planning?**

**Should I approach a developer?**

**Should I accept the first offer?**

And perhaps most importantly:

**How do I avoid making an expensive mistake?**

Over many years of working with landowners, planning, property and development, I have seen how easily land can be misunderstood. I have also seen the difference that good preparation, realistic advice and the right selling strategy can make.

One of the biggest misconceptions is that selling land is simply about achieving the highest possible price.

It isn't.

The best outcome may involve a higher price, but it may also involve greater certainty, a shorter timescale, fewer conditions, a stronger buyer or a structure that allows you to participate in some of the future value of the land.

Sometimes the highest offer on paper is not the best offer in reality.

Equally, landowners can sometimes become focused on what their land might be worth in the future and overlook the risks, costs and time involved in achieving that potential.

There is no single answer that applies to every piece of land.

Every site is different. Every landowner's circumstances are different. And every buyer will look at an opportunity from a different perspective.

That is why I wanted to create this handbook.

It is designed to help landowners understand the process before making important decisions.

It is not intended to turn you into a planning expert, property lawyer or professional land agent. Instead, it aims to give you enough knowledge to ask the right questions, understand the options available to you and recognise where you need specialist advice.

Most importantly, I hope this handbook encourages you to pause before you sell.

Take the time to understand what you own, what opportunities may realistically exist and what different routes are available to you.

Once you understand those things, you are in a much stronger position to make an informed decision.

I hope this handbook helps you do exactly that.

**Russell Compton**
Author of The Complete Landowner's Handbook

# Introduction

Selling land is very different from selling a house.

With a house, buyers can usually see what they are purchasing. They can look at the property, compare it with similar homes and form a reasonably clear view of what it is worth.

Land is different.

A piece of land may have a current use, but it may also have other possible uses. Its value can be affected by planning policy, location, access, services, surrounding development, market demand and what a buyer believes they may be able to achieve with it in the future.

That creates both opportunity and risk.

A landowner may own a piece of land that is worth considerably more than they realise. Equally, they may hear suggestions that their land could be worth hundreds of thousands or even millions of pounds because someone believes it has development potential — when that potential may be uncertain, difficult to achieve or many years away.

**Understanding the difference is crucial.**

## Start With Understanding, Not Selling

One of the biggest mistakes a landowner can make is deciding how to sell before understanding what they actually own and what opportunities may realistically exist.

Before putting a price on your land, it is worth taking a step back.

What is the current use?

What does the title say?

Where are the boundaries?

What access does the land have?

Are services available?

Is there any planning history?

What does the local planning policy say?

Are there physical or environmental constraints?

And perhaps most importantly, what could the land realistically be worth to different types of buyers?

These questions form the foundation of everything that follows.

## There Is No Single Way to Sell Land

There is also no single route that is right for every landowner.

Some landowners simply want a straightforward sale and certainty over the amount they will receive.

Others may be prepared to wait if there is a realistic opportunity to increase the value of the land.

Some may consider selling subject to planning. Others may consider a promotion agreement, option or another structure that allows a buyer or specialist party to pursue future opportunities.

The right approach depends on the land, the potential, the market and — importantly — your own objectives.

A landowner who needs certainty today may make a very different decision from someone who is prepared to wait several years in the hope of achieving a greater return.

Neither approach is necessarily right or wrong.

The important thing is understanding the choices available before making a commitment.

## Value Is Not Always the Same as Price

Another theme running throughout this handbook is the difference between value and price.

A valuation is an assessment based on evidence, circumstances and assumptions.

An offer is what a particular buyer is prepared to pay under particular conditions at a particular point in time.

Those things are not always the same.

A buyer may offer more because they see an opportunity that another buyer has missed. Another buyer may offer less because they see greater risk.

An offer of £500,000 with a high degree of certainty may, in some circumstances, be more attractive than an offer of £600,000 that is dependent on planning, finance or other conditions.

This is why landowners should look beyond the headline figure.

## What This Handbook Will Help You Understand

The purpose of this handbook is to take you through the land-selling process step by step.

We begin by looking at your land — what you own, how it is currently used and what factors may affect its value.

We then look at land value and why land cannot simply be valued by applying a standard price per acre.

From there, we consider potential and future value, including why development potential can be valuable but should never be assumed.

We then move into the practical process of preparing your land for sale, deciding how best to bring it to market and ensuring it is presented to the right buyers.

Once offers start to arrive, the focus changes.

You need to understand what those offers actually mean, how to compare them and how to assess not only the price but also the buyer, conditions, timescale and certainty.

We then look at negotiation, because achieving the best deal is not always about simply pushing the price higher.

Finally, we look at what happens after an offer has been accepted, the common mistakes landowners make and a practical checklist that you can use throughout the process.

## Use the Handbook as a Reference

You do not necessarily need to read this book from beginning to end in one sitting.

I would encourage you to use it as a reference throughout your own land-selling journey.

If you are only beginning to consider selling, start with the early chapters and make sure you understand the land and its potential before thinking about marketing.

If you already have a buyer approaching you, the chapters covering offers and negotiation may be particularly useful.

If you have already agreed a deal, the later chapters explain what happens between accepting an offer and completing the sale.

The checklists, resources and worksheets at the back of the handbook are there to help you turn the information into practical action.

## An Important Note

This handbook is intended as general educational guidance for UK landowners.

Planning policy, property law, taxation and other regulations can be complex and can vary depending on the circumstances of a particular property or transaction.

The information in this handbook should therefore not be regarded as legal, planning, financial or tax advice, and it should not replace advice from appropriately qualified professional advisers where that advice is required.

The aim is simply to help you understand the issues, ask better questions and make more informed decisions.

## Before You Sell

The most important message in this handbook is a simple one:

> Don't rush to sell land before you understand what you own, what it may be worth and what options are available to you.

Taking time to understand those things does not necessarily mean delaying a sale.

It means making sure that when you do decide to sell, you are doing so from a position of knowledge rather than assumption.

Every piece of land is different.

Every landowner has different objectives.

And every sale has its own risks and opportunities.

The better you understand those differences, the better prepared you will be to make the right decision for your circumstances.

**Let's start with the land itself.**

### WHAT INFLUENCES LAND VALUE?

| Factor | Why it matters |
|---|---|
| Existing use | The current lawful use establishes the starting point for value. |
| Location | Location affects demand, accessibility and likely buyer interest. |

| | |
|---|---|
| Planning position | Planning policy, history and permissions can materially affect value. |
| Access | Good and legally secure access can be critical to a buyer. |
| Services | Availability and connection costs can affect what a buyer can pay. |
| Physical characteristics | Shape, topography, flood risk and other constraints affect usability. |
| Market demand | Value ultimately depends on what buyers are prepared to pay. |

## PART ONE

# UNDERSTAND YOUR LAND

Understanding what you own, what it may be worth and what factors can affect the sale.

Chapter 1

# Understanding Your Land

> *"Before you can sell your land successfully, you first need to understand exactly what you own."*

## Every Successful Land Sale Starts Here

Every landowner's journey begins with one simple question:

**What exactly do I own?**

It may seem like an obvious question, but throughout my career I've found that many landowners don't fully appreciate how their land is viewed by buyers.

Some see only a field.

Others see only an acreage figure.

Many immediately ask what it is worth.

In reality, the first step isn't valuing the land.

**It is understanding it.**

Before you can identify the right buyer, understand its market value or decide on the best way to sell, you first need to understand exactly what your property is today.

Only then can you make informed decisions about whether there are realistic opportunities to improve its value before bringing it to the market.

## Every Piece of Land Is Different

Two pieces of land can be the same size but have completely different values.

One may have good road access, services nearby and a strong relationship with an existing settlement.

Another may have restricted access, environmental constraints or planning policies that make alternative uses difficult.

A field on the edge of a growing town may attract interest from developers.

A similar-sized field in an isolated rural location may have little or no development potential.

This is why simply knowing the acreage isn't enough.

The characteristics of the land, its location, its surroundings and the opportunities and constraints affecting it all need to be understood.

## What Do You Actually Own?

Before considering a sale, establish the basic facts.

This includes:

- the registered owner;
- the title boundaries;

- the total area;
- the current use;
- any buildings or structures;
- access arrangements;
- rights and easements;
- restrictions or covenants;
- occupation or tenancy arrangements;
- and any known planning history.

Some of this information may be obvious from looking at the land.

Some may only become apparent from the legal title or other documents.

That distinction matters.

What appears to be a straightforward piece of land may have rights, restrictions or obligations that affect how it can be used or sold.

## The Importance of Boundaries

Do not assume that a fence, hedge, ditch or other physical feature necessarily represents the legal boundary.

Physical boundaries can move over time.

Fences may have been relocated. Hedges can grow. Ditches can be altered. Land may have been occupied or maintained differently from the position shown on the title.

If there is any uncertainty about the boundary, it is better to investigate it before marketing the land rather than discovering a problem once a buyer's solicitor is carrying out due diligence.

A boundary dispute or uncertainty can delay a transaction and, in some circumstances, affect the buyer's willingness to proceed.

## Access Can Be Critical

Access is one of the first things a buyer is likely to consider.

Ask:

- How is the land accessed?
- Is access directly from a public highway?
- Is the access shared?
- Are there rights of way?
- Are those rights documented?
- Is the existing access suitable for the proposed use?
- Could access need to be improved?

Good access can add to the attractiveness of land.

Poor or restricted access can significantly affect its potential.

This is particularly important where development is being considered because a site may appear suitable until highway access is properly examined.

## Services and Infrastructure

The availability of services can also affect the attractiveness and potential value of land.

Depending on the type of property, relevant services may include:

- electricity;
- mains water;
- foul drainage;
- surface water drainage;
- gas;
- telecommunications;
- broadband;
- and other infrastructure.

However, the fact that a service is nearby does not necessarily mean that it is available to the site or that connection will be straightforward.

The capacity, connection point, cost and practical route can all matter.

Where future development is being considered, these issues may need to be investigated properly.

## Existing Buildings and Structures

If the land includes buildings, sheds, barns, garages or other structures, establish what they are and how they are currently used.

Consider:

- their condition;
- their ownership;
- whether they are included within the title;
- whether they have planning or other restrictions;
- whether they are occupied;
- and whether they have any realistic alternative use.

A building can sometimes add significant value to a property.

Equally, an old or unusable structure may create costs or constraints rather than additional value.

## Planning History

Planning history can provide important information about land.

Previous planning applications, permissions or refusals may help establish how the local planning authority has considered the site in the past.

However, planning history should not automatically be treated as a guarantee of future planning success.

Circumstances can change.

Planning policies change.

The surrounding area can change.

A previous permission may have expired or may have been subject to conditions that affect what can actually be done.

Planning history is therefore evidence to consider, not a promise of what will happen next.

## Restrictions, Rights and Covenants

Land may be affected by legal rights or restrictions that aren't immediately obvious from simply looking at it.

These might include:

- rights of way;
- access rights;
- drainage rights;
- utility easements;
- restrictive covenants;
- overage provisions;
- leases or tenancies;
- agricultural occupancy arrangements;
- or other title restrictions.

These matters can influence what a buyer is prepared to pay and how straightforward a transaction will be.

If you are unsure what a restriction means, ask your solicitor to explain it before making assumptions about its effect.

## Physical and Environmental Characteristics

The physical characteristics of land can also influence its value and potential.

Depending on the property, these may include:

- ground levels;
- flooding;
- drainage;
- trees and hedgerows;
- ecology;
- protected species;
- habitats;
- agricultural quality;
- contamination;
- ground conditions;
- heritage considerations;
- and neighbouring uses.

Not every issue will be relevant to every site.

The important point is to understand which factors could affect your particular land before making assumptions about its potential.

## Look Beyond Your Boundary

Your land doesn't exist in isolation.

A buyer will consider the surrounding area as well.

Ask:

- What is happening around the site?
- Is the settlement expanding?
- Are there nearby planning applications?
- Are there new developments being proposed?
- Is infrastructure improving?
- Are neighbouring sites being developed?
- Is the area becoming more commercially or residentially attractive?

Nearby development can sometimes provide useful evidence about the market.

But it does **not** automatically mean that your land has the same potential.

Each site must be assessed on its own circumstances.

## Think Like a Buyer

One of the most useful exercises you can undertake is to look at your land from a buyer's perspective.

Ask yourself:

**What would make this land attractive?**

And:

**What might make a buyer hesitate?**

The answers could include:

- location;
- access;
- size;
- planning position;
- services;
- existing buildings;
- surrounding development;
- constraints;
- potential alternative uses;
- or the certainty of the transaction.

Understanding both the opportunities and the weaknesses will help you approach a sale realistically.

## Don't Try to Value the Land Yet

At this stage, the objective isn't to decide exactly what your land is worth.

That comes in the next chapter.

First, establish the facts.

The better you understand the asset, the easier it becomes to understand how buyers may view it and what evidence is relevant when assessing its value.

And if there appears to be development or alternative-use potential, that needs to be considered separately rather than simply assumed to be part of today's value.

## Chapter 1 — Landowner Checklist

Before moving on, ask yourself:

☐ Do I know exactly what land I own?

☐ Do I have a copy of the title?

☐ Are the boundaries clear?

☐ Do I understand the access arrangements?

☐ Do I know what rights and restrictions affect the land?

☐ Do I know what services are available?

□ Do I understand the current use and occupation?

□ Do I know the relevant planning history?

□ Have I identified any obvious physical or environmental constraints?

□ Have I considered what is happening in the surrounding area?

□ Can I identify both the strengths and weaknesses of the land?

If you cannot answer some of these questions, don't necessarily see that as a problem.

It simply identifies information that may need to be established before you make important decisions about selling.

## Key Takeaways

- Understanding your land is the first step towards selling it successfully.
- Acreage alone does not determine value.
- Title, boundaries, access, services, planning history and restrictions can all matter.
- The surrounding area can influence how buyers view your land.
- Potential opportunities should be considered alongside the constraints.
- Establish the facts before trying to determine value.

***Next Chapter***

Chapter 2 — Understanding Land Value 18

Chapter 2

# Understanding Land Value

> *"Understanding what your land is worth is not simply about finding a price per acre."*

## Value Starts With Today's Land

One of the biggest misunderstandings among landowners is believing that land should be valued according to what it might become one day.

In reality, understanding value starts with the land as it exists today.

That means considering its current lawful use.

For example:

- Agricultural land is initially assessed as agricultural land.
- Woodland is assessed as woodland.
- Commercial property is assessed according to its existing commercial use.
- Equestrian property is assessed as equestrian property.
- Amenity land is assessed according to its recreational or leisure use.

This existing use provides the starting point for understanding value.

Only after establishing today's position should you consider whether realistic opportunities exist to increase that value.

This is an important distinction.

**Existing use provides the starting point for value, but it does not necessarily represent the full opportunity available.**

We will look at future potential and how it can affect your decisions in the next chapter.

## What Does Market Value Mean?

You will often hear professionals refer to **Market Value**.

In simple terms, Market Value is an assessment of what a property might reasonably exchange for in an arm's-length transaction between a willing buyer and willing seller, after proper marketing and where both parties have acted knowledgeably, prudently and without compulsion.

It is important to understand what Market Value is **not**.

It is not:

- the amount you need to achieve;
- the amount you hope to achieve;
- the price someone has casually suggested;
- or necessarily the highest figure a particular buyer might mention.

A professional valuation is an opinion of value based on a stated basis, assumptions, evidence and valuation date.

The market may ultimately produce a different result when the land is actually offered for sale.

This is why a landowner's personal circumstances do not automatically determine the market value of the land.

You may need to achieve £500,000 to fund a particular purchase.

You may believe your land should be worth £1 million because of something you have heard about another site.

Neither of those things, on its own, establishes the market value.

The value needs to be assessed by reference to the property, the market, the evidence and the circumstances at the relevant time.

## Land Is Ultimately Worth What Someone Will Pay

Although professional valuations provide guidance, the actual price achieved when land is sold will ultimately depend on the buyer and the terms of the transaction.

Different buyers can see different opportunities in exactly the same piece of land.

For example:

A neighbouring farmer may simply want additional grazing land.

A self-build purchaser may see the opportunity to build one home.

A developer may identify a small residential scheme.

An equestrian buyer may value existing paddocks and stables.

A leisure operator may see potential for camping or holiday accommodation.

Each buyer is purchasing a different opportunity.

That is one reason why offers can vary considerably for exactly the same piece of land.

It is also why identifying the right market for your land is so important.

A buyer who has a particular use for your land may be prepared to pay more than a buyer who sees no opportunity beyond its current use.

## What Factors Influence Land Value?

Although every site is unique, buyers generally consider a number of common factors when deciding what they are prepared to pay.

**Existing Use**

The current lawful use provides the starting point from which other opportunities are assessed.

Understanding the existing use is therefore fundamental to understanding the land's current market position.

**Location**

Location remains one of the strongest influences on value.

Land close to settlements, transport links, employment centres or established communities may attract stronger demand than isolated sites.

But location needs to be considered in the context of the particular type of land.

A location that is attractive to a developer may not necessarily be important to an agricultural buyer, while an isolated location might be exactly what a particular lifestyle or conservation buyer is looking for.

**Planning Position**

Planning permission, planning history and local planning policy can all influence buyer confidence and value.

Land with planning permission will generally have less planning risk than land where significant planning work is still required.

However, planning permission does not automatically make every site valuable, and the detail of the permission matters.

The number and type of units, permitted use, conditions, access arrangements and other requirements can all affect what a buyer is prepared to pay.

**Access**

Safe, practical and legal access is essential.

Without suitable access, many opportunities become difficult or impossible to deliver.

The quality of the access, who controls it and whether there are rights or restrictions affecting it can all be relevant to value.

**Services**

The availability of electricity, water, drainage and other utilities can influence both development costs and buyer demand.

A site with readily available services may be considerably more attractive than one where significant infrastructure investment is required.

However, the fact that a service is nearby does not necessarily mean that it is available to the site or that connection will be straightforward.

**Physical Characteristics**

The physical characteristics of the land can have a significant effect on its usability and value.

These may include:

- shape;
- topography;
- flooding;
- trees and vegetation;
- boundaries;
- ground conditions;
- environmental constraints;
- existing buildings or structures.

Two sites with exactly the same acreage can therefore have very different values if one is substantially more difficult or expensive to use or develop.

**Market Demand**

Ultimately, market conditions and buyer demand have a major influence on the price that land can achieve.

If several buyers are competing for similar land, prices may increase.Where demand is limited, values may remain lower regardless of the size of the property.

This is one reason why understanding who might actually buy your land is so important.

### TODAY'S POSITION VS FUTURE POTENTIAL

| Today's position | What the land can lawfully and realistically be used for now. |
|---|---|
| Future potential | A possible alternative use that may create additional value if achievable. |
| Evidence | Planning policy, history, access, services and constraints should support the assessment. |
| Risk | Future potential is uncertain and should not be treated as guaranteed value. |
| Selling decision | You can decide whether to sell now, seek planning or consider another route. |

## Don't Compare Your Land With the Wrong Property

One of the most common mistakes landowners make is comparing their land with a completely different site they have read about online or heard about locally.

A site with planning permission, road frontage and full services may command a very different price from a similar-sized parcel of agricultural land only a few hundred metres away.

A building plot cannot automatically be compared with farmland.

A commercial redevelopment site cannot automatically be compared with an agricultural field.

And a site with a particular planning history cannot necessarily be compared with one that has never been through the planning process.

**Always compare like with like.**

Comparable evidence can be extremely useful, but the quality and relevance of the evidence matter.

A single sale reported online should therefore not automatically be treated as proof of what your land is worth.

## What About Future Potential?

This is where land valuation becomes more complicated.

Your land may have a realistic opportunity to become more valuable in the future.

Perhaps there is development pressure in the area.

Perhaps planning policy is changing.

Perhaps there is an opportunity to secure planning permission for an alternative use.

But **potential is not the same as value**.

A possibility is not the same as a planning permission.

And an idea is not the same as an opportunity supported by evidence.

The important question is not:

> “What could I possibly do with this land one day?”

It is:

> **“What realistic opportunities exist, based on the evidence available today?”**

That distinction will become particularly important in the next chapter, where we look at development potential and future value in more detail.

## Should You Accept a Valuation at Face Value?

If someone gives you a figure for your land, don't be afraid to ask how they arrived at it.

Useful questions include:

- What comparable sales have been considered?
- How recent are they?
- How similar are they to my land?
- What assumptions have been made?
- What use has been assumed?
- Has planning potential been taken into account?
- What evidence supports that potential?
- Who are the likely buyers?
- Is the figure based on actual market evidence or simply an estimate?

A confident number is not necessarily an accurate number.

The quality of the evidence and assumptions behind it matters far more.

Where the land is particularly valuable or circumstances are complicated, obtaining more than one professional opinion may also be worthwhile.

Remember that different professionals may be providing different types of advice. A formal valuation, an agent's opinion of likely sale price and an informal indication from a potential buyer are not necessarily the same thing.

### Russell's Advice

One of the biggest mistakes I see is landowners concentrating solely on achieving the highest possible price.

Price is obviously important.

But so too are certainty, timescale, buyer credibility and protecting your future interests.

The best outcome isn't always the highest headline offer.

It's the transaction that delivers the best overall result for your circumstances.

Understanding how buyers value land allows you to negotiate from a position of knowledge rather than emotion.

### Common Mistake

**Assuming That More Acreage Automatically Means More Value**

It doesn't.

A smaller piece of land in the right location, with the right planning position and strong buyer demand, can be worth considerably more than a much larger parcel with limited opportunities.

Land value is about what the land can realistically provide to a buyer, not simply how much of it there is.

## Key Takeaways

- There is rarely a simple price per acre that can be applied to every piece of land.
- Every assessment of value starts with the land's existing lawful use.
- Location, planning, access, services, physical characteristics and market demand can all influence value.
- Existing use provides the starting point, but it may not necessarily represent the full opportunity.
- Potential should be assessed using evidence rather than speculation.
- Comparable evidence is only useful when you are genuinely comparing like with like.
- A good assessment of value balances opportunity with realism.
- 
- The actual price achieved will depend on the market, the buyer and the terms of the transaction.

## Landowner Checklist

Before accepting any opinion of value, ask yourself:

☐ Do I understand my land's existing lawful use?

☐ Have I identified the most likely buyers?

☐ Have I considered the factors that could affect its value?

☐ Am I comparing my land with genuinely similar sites?

☐ Have I asked what evidence supports the valuation?

☐ Have I considered the assumptions behind the figure?

☐ Have I considered whether more than one professional opinion would be useful?

☐ Am I separating realistic potential from speculation?

### *Next Chapter*

Knowing what your land is worth today is important.

But it may not be the end of the story.

Some land has realistic opportunities to increase in value through planning, alternative uses or changing circumstances. Other land may have little or no realistic potential beyond its current use.

The challenge is knowing the difference.

In the next chapter, we'll look at development potential and future value — how to recognise genuine opportunities without allowing hope or speculation to influence your decisions.

CHAPTER 3

# Understanding Your Land's Potential

> *"Potential can create value — but only when it is realistic, supported by evidence and capable of being delivered."*

## Potential Can Be Valuable — But It Must Be Real

One of the most important questions a landowner can ask is:

**"Could my land be worth more than it is today?"**

Sometimes the answer is yes.

A field on the edge of a settlement may have the potential for development.

A large garden may have an opportunity for an additional dwelling.

A redundant agricultural building may have potential for conversion.

A commercial site may be capable of redevelopment.

Land may also have opportunities for leisure, tourism, equestrian or other alternative uses.

But there is a very important distinction between potential and value.

Just because you can imagine something happening on your land does not mean that it will happen.

Planning permission may be required.

Policies may need to change.

Access may need to be improved.

Infrastructure may be inadequate.

Environmental or physical constraints may prevent development.

The market may not support the proposed use.

And even if planning permission can be obtained, the costs and timescale involved may make the opportunity less valuable than initially assumed.

**Good land advice is about identifying realistic potential — not selling a dream.**

## Start With the Planning Position

For land in England, the planning system is fundamentally plan-led. Planning applications are generally determined in accordance with the development plan unless material considerations indicate otherwise.

That means understanding your land's planning position is an important part of assessing potential.

This does not necessarily mean commissioning an expensive planning application immediately.

It means finding out what the planning framework currently says about the site.

Questions worth asking include:

- Is the land within or adjoining an existing settlement?
- Is it identified for development?
- Is it within a defined settlement boundary?
- Is it subject to Green Belt or another planning designation?
- Is it previously developed land?
- Is there an existing planning permission?
- Has planning permission previously been refused?
- Is there relevant planning history?
- Are there policies that support or restrict the type of development being considered?
- Are there obvious access, environmental or infrastructure constraints?

Local plans provide the framework for the future development and use of land in an area, and local planning authorities are responsible for preparing them.

Planning policy can also change over time.

That is why an opportunity that does not exist today should not automatically be treated as though it already has value.

## Planning Permission Is Not the Same as Potential

There is a significant difference between:

**"This land has planning permission."**

and:

**"We think this land might have planning potential."**

Planning permission is a defined legal permission for a particular development.

Potential is an assessment of what might be achievable.

The two should never be confused.

For example, a landowner may believe that a field could accommodate ten houses.

That does not mean the field is worth the same as a ten-house development site.

Before that value can be realised, there may be a long list of questions:

- Would planning permission be granted?
- How many homes would be acceptable?
- Where would access be provided?
- Can utilities serve the site?
- Are there highways issues?
- Are there flooding or drainage constraints?
- Are there ecological or environmental constraints?
- Would contributions or affordable housing requirements apply?
- Would the development be financially viable?
- Would a developer actually want to buy it?

Until those questions are properly considered, the ten houses remain an idea, not a guaranteed development opportunity.

## Today's Opportunity Versus Tomorrow's Possibility

It is natural for landowners to look at what is happening around them.

Perhaps houses are being built nearby.

Perhaps the settlement is expanding.

Perhaps a neighbouring field has recently received planning permission.

Perhaps a new road or infrastructure project is proposed.

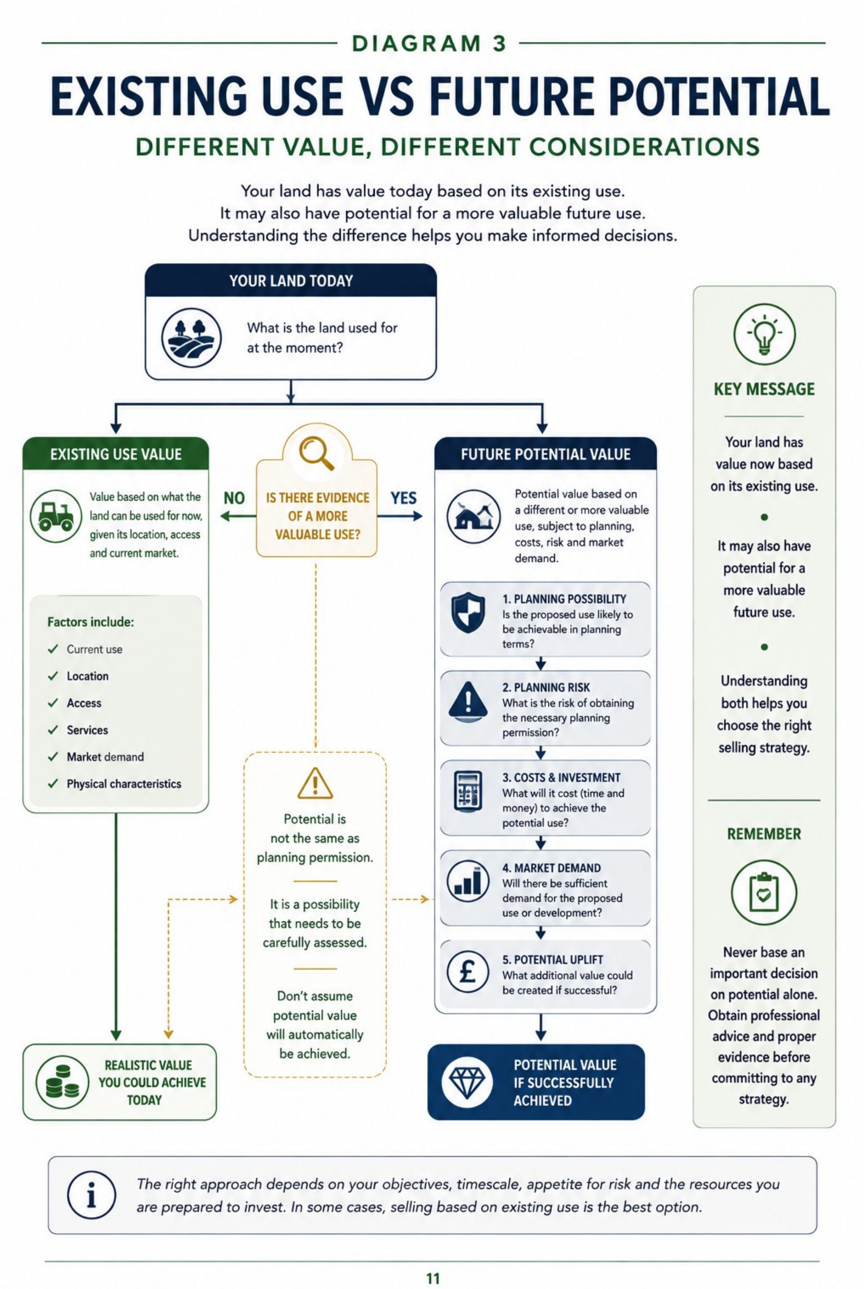
These things may be relevant.

But they do not automatically mean your land will receive the same planning permission.

Planning decisions are made on the circumstances of each proposal, taking account of the development plan and relevant material considerations.

A neighbouring development may therefore be an important piece of evidence without being a guarantee of what will happen to your land.

This is why professional assessment matters.



## Hope Value

You may hear the term **"hope value"** used when discussing land.

In simple terms, it describes the additional value that may be attributed to land because of the possibility of a more valuable future use.

The important word is **possibility**.

Hope value can exist where there is a credible prospect of achieving a more valuable use, but it should not be confused with the value of land that already benefits from planning permission.

The greater the planning uncertainty, the greater the risk for the buyer.

That risk will normally be reflected in the price they are prepared to pay.

This is why a developer may offer considerably less for land with only potential than they would for land with an implementable planning permission.

## Look Beyond Residential Development

Development potential doesn't always mean houses.

Depending on the location and characteristics of the land, opportunities may include:

- Residential development.
- Commercial development.
- Industrial or employment uses.
- Equestrian facilities.
- Tourism and leisure uses.
- Camping or glamping.
- Holiday accommodation.
- Agricultural diversification.
- Conversion of suitable existing buildings.
- Storage or other commercial uses.

The appropriate use depends entirely on the individual site.

The question should therefore not simply be:

**"Can I build houses here?"**

It should be:

**"What realistic uses could this land support?"**

Sometimes the answer may be more valuable than the landowner initially expected.

Sometimes it may confirm that the existing use is already the best option.

Both are useful conclusions.

## The Importance of Constraints

Understanding potential is just as much about identifying what can't be done as what might be possible.

A site may appear ideal from a distance but have significant constraints.

These can include:

**Access**

A site may have no suitable highway access or may require significant improvements.

**Flood Risk**

Flooding can affect both whether development is acceptable and what form it might take.

**Ecology**

Protected habitats, species or ecological constraints can affect development proposals.

**Landscape and Heritage**

The character of an area, landscape designations, heritage assets or conservation considerations can all influence planning decisions.

**Infrastructure**

A lack of drainage, water, electricity or other infrastructure may increase costs or restrict development.

**Ground Conditions**

Contamination, unstable ground or other physical issues can affect both planning and viability.

**Neighbouring Uses**

Existing homes, businesses, roads, agricultural activities or other surrounding uses may influence what can realistically be achieved.

A good assessment considers the opportunity and the constraints together.

## Don't Assume That Planning Potential Equals Development Value

This is one of the most important points in the entire handbook.

Suppose someone tells you:

**“That field could be worth £1 million if you get planning for ten houses.”**

It sounds attractive.

But that statement may hide a huge amount of uncertainty.

What happens if planning allows only six houses?

What if access costs £100,000?

What if drainage infrastructure is expensive?

What if the planning process takes several years?

What if the market changes?

What if the developer's profit requirements mean they cannot pay the amount you were expecting?

The value of development land is ultimately linked to what a buyer can realistically achieve and what they are prepared to pay after taking account of risk, costs, finance, planning and profit.

**Potential has to be deliverable before it becomes meaningful value.**

## Should You Apply for Planning Before Selling?

This is a question many landowners face.

There is no universal answer.

Applying for planning before selling can sometimes increase certainty and therefore value.

But planning applications cost money, take time and carry risk.

There may be circumstances where a landowner is better advised to sell the land with its existing potential and allow a buyer to take the planning risk.

In other circumstances, securing planning permission first may produce a significantly better result.

The right answer depends on:

- The strength of the planning case.
- The likely value increase.
- The cost of pursuing planning.
- The time involved.
- Your financial position.
- Your willingness to take planning risk.
- The likely market for the land.
- Whether a buyer would be prepared to fund or undertake the planning process.

This is an area where professional advice can be particularly valuable.


## Don't Let Optimism Become Your Valuation

Landowners naturally want to achieve the best possible price.

That is entirely understandable.

But there is a danger in becoming emotionally attached to a future possibility.

You may have been told:

**"They are building houses all around you."**

Or:

**"That village is going to expand."**

Or:

**"Someone will eventually get planning."**

Perhaps they are right.

But perhaps they aren't.

Planning policy, market conditions and development circumstances can change.

The sensible approach is to assess the evidence available today and understand the level of uncertainty involved.

## Russell's Advice

I've seen landowners become so focused on what their land might be worth that they lose sight of what it is actually worth today.

Future potential can be extremely valuable.

But you need to understand the difference between:

**A possibility**

**A realistic prospect**

**A planning opportunity**

and

**A planning permission.**

Those are not the same thing.

If someone is telling you your land is worth a particular amount because of future development, ask them to explain why.

What evidence supports the opportunity?

What planning policy supports it?

What are the constraints?

What would need to happen?

How long might it take?

And who would actually buy it?

The more questions you ask, the better your understanding will become.

## Common Mistake

**Assuming That Because Development Is Happening Nearby, Your Land Must Have the Same Potential**

Planning decisions are site-specific.

A neighbouring site may have had different planning circumstances, different access, different constraints or a different planning history.

Use nearby development as evidence worth investigating — but never assume it guarantees the same result for your land.

## Key Takeaways

- Development potential can add value, but potential is not the same as planning permission.
- Start with the current planning position and available evidence.
- Planning is only one part of the assessment — access, infrastructure, environmental constraints and viability also matter.

- Look beyond residential development; alternative uses may sometimes be realistic.
- Hope value should not be confused with the value of land with planning permission.
- Future planning policy and market conditions cannot be predicted with certainty.
- A realistic assessment considers both opportunities and constraints.
- Before spending money on planning, understand the likely benefits, risks, costs and alternatives.

## Landowner Checklist

Before assuming your land has development potential, ask:

☐ What is the current planning position?

☐ Is the land within or adjoining a settlement?

☐ Is there relevant planning history?

☐ What does the current development plan say?

☐ Are there obvious access or highway issues?

☐ Are there flooding, ecological, landscape or heritage constraints?

☐ Are services available?

☐ Are there realistic alternative uses?

☐ Have I distinguished between a possibility and a realistic planning opportunity?

☐ Have I taken professional advice before spending significant money pursuing planning?

### *Next Chapter*

Understanding that your land may have future potential is one thing.

The next question is:

**What should you do about it?**

Do you sell now?

Do you pursue planning?

Do you sell subject to planning?

Could a promotion agreement or option be appropriate?

Could you protect some of the future value through the way you structure the sale?

In the next chapter, we'll look at protecting your future value and the different routes available to landowners — and why the best route depends not only on what your land might become, but also on what you actually want to achieve.

PART TWO

# DECIDE HOW TO SELL

Choosing the right route, preparing your land and bringing it to the market.

Chapter 4

# Choosing the Right Way to Sell Your Land

> *"The best way to sell your land isn't always the way that produces the highest headline price."*

## Potential Creates Choices

If you have established that your land may have future potential, the next question is what you should do about it.

You may decide that you simply want to sell the land and move on.

You may decide that it is worth pursuing planning before selling.

You may consider selling the land subject to planning.

You may enter into a promotion agreement.

You may consider an option agreement.

You may explore a conditional contract.

Or you may decide that the potential is too uncertain to justify the additional time, cost or risk involved.

There is no universally correct answer.

The right approach depends on:

- the strength of the opportunity;
- the likely increase in value;
- the cost of pursuing it;
- the time involved;
- the risks;
- your financial circumstances;
- your personal objectives;
- and how much control you want to retain.

The important thing is to understand the choices before committing to one.

## Route 1 — Sell Unconditionally

The simplest route is an unconditional sale.

You agree a price with a buyer and, subject to the normal legal process, proceed towards completion without making the sale dependent on the buyer obtaining planning permission.

This route can provide:

- greater certainty;
- a clearer timescale;
- less planning risk;
- less exposure to future changes;
- and a relatively straightforward transaction.

It can be particularly attractive where:

- you want certainty;
- you need to release capital;

- the land already has a strong market value;
- or the future potential is too uncertain to justify waiting.

The trade-off is that you may receive less than you could potentially achieve if additional planning or development value were secured.

That doesn't necessarily make an unconditional sale a poor decision.

Sometimes certainty is worth more to a landowner than the possibility of a higher future return.

## Route 2 — Sell Subject to Planning

A subject-to-planning sale allows a buyer to agree a price with you but make completion dependent on obtaining satisfactory planning permission.

This can allow the buyer to take some of the planning risk while giving the landowner the opportunity to achieve a higher price than might be available for an unconditional sale.

However, the structure can vary considerably.

You need to understand:

- what planning permission is required;
- who controls the planning application;
- who pays the costs;
- what happens if planning is refused;
- how long the agreement lasts;
- whether there are extensions or longstop dates;
- and what happens if the buyer changes the proposal.

A headline figure should therefore never be considered in isolation.

A £700,000 subject-to-planning offer may not be preferable to a £600,000 unconditional offer if the former carries significant uncertainty and could take several years to complete.

## Route 3 — Pursue Planning Before Selling

Another option is to undertake planning work yourself before putting the land on the market.

If successful, this can potentially increase certainty and value.

For example, obtaining planning permission for a number of dwellings can transform the nature of the asset.

But the process also involves:

- professional fees;
- planning application costs;
- surveys;
- consultants;
- time;
- risk;
- and potentially significant additional work.

There is also no guarantee that the desired permission will be granted.

Before taking this route, consider whether the potential increase in value is likely to justify the cost and risk involved.

You should also consider whether you actually want to become involved in the planning process.

Some landowners are comfortable doing so.

Others would rather sell the opportunity to a buyer who has the experience and resources to pursue it.

Neither approach is inherently right or wrong.

## Route 4 — Promotion Agreement

A promotion agreement is another potential route where a landowner believes the land has development potential but does not necessarily want to undertake the planning promotion themselves.

Under a typical promotion arrangement, a promoter works to obtain planning permission and the land is then marketed for sale, with the sale proceeds shared according to the agreed terms.

The promoter will usually undertake or arrange the planning and promotion work, subject to the terms of the agreement.

The potential advantages for a landowner can include:

- access to specialist planning expertise;
- professional promotion of the land;
- avoiding the need to fund every aspect of the planning process personally;
- and exposure to the open market once planning is secured.

However, there are also important considerations.

The process can take time.

Costs and fees need to be understood.

The promoter's obligations need to be clearly defined.

The agreement may last for a number of years.

And the landowner needs to understand exactly how the proceeds will be divided and what happens if planning is not achieved.

A promotion agreement should therefore be considered carefully with appropriate professional advice.

## Route 5 — Option Agreement

An option agreement gives a buyer the right, but not necessarily the obligation, to purchase the land during an agreed period and subject to agreed terms.

This can allow the buyer time to pursue planning or other matters before deciding whether to proceed with the purchase.

For a landowner, an option can provide a route to sale without having to undertake all of the planning work themselves.

However, the landowner may be giving the buyer considerable control over the property for the duration of the option period.

The terms therefore matter enormously.

You should understand:

- the length of the option;
- the purchase price or pricing mechanism;
- what planning or other conditions apply;

- the buyer's obligations;
- whether the option can be extended;
- whether the buyer can assign it;
- and what happens when the option expires.

An option agreement can be useful in the right circumstances, but it is a significant legal commitment and should not be entered into without appropriate professional advice.

## Route 6 — Conditional Contracts

A conditional contract is another possible structure.

Under a conditional contract, the parties agree the sale but make completion conditional upon specified events occurring.

The conditions could relate to matters such as:

- planning permission;
- highways;
- environmental issues;
- finance;
- or other agreed requirements.

The exact terms will depend on the transaction.

As with any conditional arrangement, the landowner needs to understand precisely what has to happen before completion and what happens if the conditions are not satisfied.

The terminology used in different transactions can also vary, so it is important to understand the actual legal structure rather than relying solely on the label given to it.

## What About Overage?

Overage, sometimes called a clawback, can be used to allow a landowner to receive additional payment if a specified future event occurs after the initial sale.

For example, an agreement might provide for an additional payment if:

- planning permission is subsequently obtained;
- additional development is approved;
- the land is sold on for a higher value;
- or another specified event occurs.

Overage can therefore be a way of attempting to retain some participation in future value while selling the land today.

However, overage provisions can be complex.

The wording needs to be carefully drafted.

The trigger events need to be clearly defined.

The payment mechanism needs to be understood.

The duration of the arrangement matters.

And the legal protections need to be considered carefully.

Overage is therefore something to discuss with your solicitor rather than something to agree based on a simple verbal promise.

## Comparing the Routes

It can help to think about the principal routes in terms of the balance between **certainty, potential return, time, cost and risk**.

| Route | Potential advantage | Main consideration |
|---|---|---|
| Unconditional sale | Greater certainty and clearer timescale | May not capture all future potential |
| Subject to planning | Buyer may take planning risk | Completion may be uncertain or delayed |
| Planning before sale | Potentially greater certainty and value | Cost, time and planning risk sit with the landowner |
| Promotion agreement | Specialist party may pursue planning | Longer commitment and sharing of proceeds/costs |
| Option agreement | Buyer can pursue planning before deciding whether to buy | Landowner may be committed for the option period |
| Conditional contract | Sale can be linked to agreed conditions | Completion depends on those conditions |
| Overage | Potential to share in future uplift | Complex legal and contractual arrangements |

The table is not intended to identify a "best" route.

It is simply a reminder that **every route involves trade-offs**.

## What Matters Most to You?

Before deciding how to sell, think about your own priorities.

Ask yourself:

**Do I want certainty?**

**Do I need the money quickly?**

**Am I prepared to wait?**

**Am I prepared to spend money pursuing planning?**

**How much risk am I willing to take?**

**Do I want to retain some future upside?**

**How much control do I want over the process?**

**Would I prefer a specialist buyer or promoter to take the planning risk?**

Your answers may point towards a very different route from another landowner with exactly the same type of land.

That is why advice should start with **your objectives**, not simply the potential value of the land.

## Don't Confuse Price With Outcome

Suppose you receive three proposals:

**£500,000 unconditional**

**£650,000 subject to planning**

**£750,000 through a longer planning-led arrangement**

At first glance, the third option appears to be the best.

But what if:

- the planning process takes three years;
- professional costs are substantial;
- planning is uncertain;
- the buyer has limited funding;
- or the transaction ultimately fails?

The £500,000 unconditional offer may then look very different.

This doesn't mean that the lower offer is necessarily better.

It means you need to compare the **whole proposition**.

Price.

Certainty.

Timescale.

Risk.

Costs.

Control.

And your own objectives

### WHAT GOOD LAND MARKETING SHOULD SHOW

| Location | Help buyers understand where the land sits. |
|---|---|
| Access | Show existing access arrangements and relevant approach roads. |
| Land itself | Use clear, honest photographs showing condition and character. |
| Context | Where relevant, show surrounding uses and the wider setting. |
| Information | Give serious buyers enough information to decide whether to investigate further. |

## Russell's Advice

When landowners ask me which route they should take, I don't think there is a responsible answer without first understanding the landowner's circumstances.

Someone approaching retirement may place a very high value on certainty.

Another landowner may be comfortable waiting several years if there is a realistic opportunity to increase the value significantly.

Someone else may want to retain some future participation through overage.

There is no universal answer.

The important thing is to understand what you are giving up and what you are gaining with each route.

**The best deal is the one that fits your objectives, not necessarily the one with the biggest number attached to it.**

## Common Mistake

**Choosing a Selling Route Before Understanding the Trade-Offs**

Landowners sometimes decide:

**"I want planning first."**

Or:

**"I just want to sell it."**

before understanding what each route actually involves.

There is nothing wrong with either objective.

The problem comes when the decision is made without understanding the alternatives.

Before committing, compare:

- likely return;
- certainty;
- timescale;
- cost;
- risk;
- control;
- and your own circumstances.

## Key Takeaways

- There is no single selling route that is right for every landowner.
- An unconditional sale can provide greater certainty.
- A planning-led route may offer greater potential but usually involves additional time and risk.
- Promotion agreements, options and conditional contracts can provide alternative ways of approaching future potential.
- Overage can potentially preserve some future value but requires careful legal drafting.
- The highest headline price is not automatically the best outcome.
- Your own objectives should be an important part of the decision.
- Complex arrangements should be considered with appropriate professional advice.

## Landowner Checklist

Before choosing how to sell your land, ask:

☐ Do I understand the realistic potential of the land?

□ Do I understand the difference between an unconditional and conditional sale?

□ Have I considered whether planning should be pursued before selling?

□ Would a promotion agreement be appropriate?

□ Would I consider an option agreement?

□ Could overage be relevant?

□ Do I understand the costs and risks of each route?

□ How long am I prepared to wait?

□ How important is certainty to me?

□ Have I taken appropriate independent professional advice before committing to a complex arrangement?

### *Next Chapter*

Once you have considered the value of your land, its potential and the different ways you might sell it, the next step is practical:

**Are you actually ready to put it on the market?**

Before approaching buyers, there are documents to gather, information to check, boundaries to understand and decisions to make.

In the next chapter, we'll look at **Preparing Your Land for Sale**.

Chapter 5

# Preparing Your Land for Sale

> *"Good preparation doesn't guarantee a sale — but poor preparation can make a good sale much harder."*

## Preparation Starts Before Marketing

Once you have considered what you own, what it may be worth, its potential and the different ways you might sell it, the next step is to prepare the land for the market.

This doesn't necessarily mean spending a lot of money.

In fact, one of the biggest mistakes a landowner can make is commissioning reports, surveys or other work before understanding whether they are actually needed.

Good preparation is about having the right information available, identifying potential problems early and making sure the information you give to buyers is accurate.

The objective is simple:

**Make it easy for a serious buyer to understand what they are being offered.**

## Start With Your Title

Before marketing your land, make sure you understand the legal ownership.

A copy of the registered title and title plan can provide important information about:

- the registered owner;
- the extent of the property;
- rights of way;
- access rights;
- easements;
- restrictive covenants;
- charges;
- leases;
- overage provisions;
- and other matters affecting the land.

Don't assume that the physical appearance of the land tells the whole story.

A buyer's solicitor will eventually examine the legal title, so identifying potential issues early can save time later.

If you don't understand something in the title, ask your solicitor to explain it.

It is far better to identify an issue before marketing than to discover it after accepting an offer.

## Check Your Boundaries

Make sure you understand the boundaries of the land being sold.

Compare the physical boundaries with the title plan and consider whether there are any areas where the position is unclear.

Pay particular attention to:

- fences;
- hedges;
- ditches;
- tracks;
- shared areas;
- access points;
- and land that has historically been used differently from the registered title.

If there is a genuine boundary uncertainty, it should be investigated rather than ignored.

A buyer who discovers a boundary issue during due diligence may delay negotiations or reconsider the transaction.

## Understand Access

Access is one of the most important practical issues affecting land.

Before marketing, establish:

- where the access is;
- whether it is directly from a public highway;
- whether it is shared;
- who owns the access;
- whether rights of way exist;
- whether those rights are documented;
- who is responsible for maintenance;
- and whether there are any restrictions on its use.

If future development is being considered, also consider whether the existing access is likely to be suitable for the proposed use.

Don't assume that an existing track or entrance automatically provides the access required for development.

## Check Planning History

Gather any planning information you already have.

This might include:

- previous planning applications;
- planning permissions;
- refusals;
- appeals;
- planning conditions;
- enforcement notices;
- certificates;
- approved plans;
- and relevant correspondence.

Previous planning history can be useful to a buyer and may help explain the background to the land.

However, make sure the information is presented accurately.

An old planning permission should not be described as though it were still capable of being implemented if it has expired or if other circumstances have changed.

Likewise, a previous refusal should not automatically be treated as proof that future development is impossible.

The planning position needs to be understood in its current context.

## Gather Information About Services

If services are available to the land, gather whatever reliable information you have.

This may include:

- electricity;
- water;
- drainage;
- gas;
- telecommunications;
- broadband;
- and other utilities.

Where possible, identify the location of connection points and any known limitations.

But be careful about making assumptions.

Saying:

**"Mains water is available nearby"**

is very different from establishing:

**"The site can be connected to the mains water supply at an acceptable cost."**

If a service is important to the potential use of the land, further investigation may eventually be required.

## Consider Existing Buildings and Structures

If the land includes buildings, barns, sheds, garages, stables or other structures, gather information about them.

Consider:

- ownership;
- current use;
- condition;
- age;
- planning history;
- occupation;
- services;
- and any restrictions affecting them.

Photographs and basic information can help a buyer understand what is being offered.

If you believe a building has potential for conversion or another use, be careful about presenting that as a certainty.

It may be better to describe it as a potential opportunity and explain what evidence supports that view.

## Understand Occupation and Tenancies

Before selling land, establish whether anyone else has rights to occupy or use it.

This might include:

- agricultural tenants;
- grazing arrangements;
- licences;
- informal occupiers;
- sporting rights;
- grazing agreements;
- or other third-party interests.

Don't assume that an informal arrangement is irrelevant.

A buyer will need to know what rights or arrangements affect possession and use of the land.

If there is a tenant or other occupier, obtain appropriate legal advice about the arrangements before marketing the property.

## Consider Environmental and Physical Issues

You don't necessarily need to commission every possible survey before selling.

However, you should think about whether there are obvious issues that a buyer is likely to investigate.

Depending on the land, these could include:

- flooding;
- drainage;
- ecology;
- protected species;
- trees;
- hedgerows;
- contamination;
- ground conditions;
- heritage;
- landscape designations;
- or other environmental constraints.

If you already have reports or surveys, keep them together and make sure you understand what they actually say.

Don't assume that an old report will automatically remain valid.

Some surveys and assessments have a limited lifespan or may need updating because circumstances have changed.

## Don't Spend Money Just to Make the Land Look More Valuable

Preparing land for sale doesn't mean commissioning every possible report or undertaking expensive work.

Before spending money, ask:

**What will this achieve?**

**Is it necessary at this stage?**

**Will it help a buyer make a decision?**

**Could the buyer reasonably be expected to undertake this work themselves?**

**Is there a realistic chance that the expenditure will increase the sale price or improve the certainty of the transaction?**

Sometimes spending money before marketing can be worthwhile.

Sometimes it simply reduces the net amount you receive from the sale.

There is no universal rule.

The decision should be based on the particular land and the selling strategy being considered.

## Prepare Accurate Information

Whatever information you provide to buyers should be accurate and capable of being supported.

Don't exaggerate.

Don't hide known problems.

And don't make assumptions sound like facts.

For example:

Instead of saying:

**“This site has planning potential for twenty houses.”**

it may be more appropriate to say:

**“The land may have potential for residential development, subject to planning and further assessment.”**

The difference may appear subtle, but it is important.

Accurate information builds trust.

Exaggerated claims can damage credibility and create problems later.

## Photographs and Plans

Good photographs can help buyers understand the land.

Depending on the property, useful images may include:

- the entrance;
- access roads;
- boundaries;
- internal views;
- buildings;
- neighbouring development;
- surrounding landscape;
- and other features relevant to the opportunity.

Aerial photography can also be particularly useful for larger or more complicated sites.

Plans are equally important.

Where appropriate, buyers may want to see:

- a location plan;
- site plan;
- title plan;
- existing layout;

- access arrangements;
- or planning drawings.

The objective isn't to produce a huge collection of documents.

It is to provide the information a serious buyer needs to understand the opportunity.

The actual marketing strategy and presentation of this information is covered in the next chapter.

## Put Your Information in One Place

Before marketing begins, create a simple information file containing everything you already have.

This might include:

- title documents;
- plans;
- planning history;
- planning permissions;
- previous applications;
- surveys;
- reports;
- photographs;
- service information;
- tenancy information;
- access information;
- and any other relevant correspondence.

Having everything together makes it easier to answer buyer questions quickly.

It also helps identify gaps in your knowledge.

If you cannot find information about something that a buyer is likely to ask about, you can decide whether it needs to be investigated before marketing.

## Think Like a Buyer

One of the best ways to prepare your land is to imagine that you are the buyer.

What would you want to know before spending hundreds of thousands of pounds?

You would probably want to understand:

- what you are buying;
- who owns it;
- where the boundaries are;
- how you access it;
- what you can currently do with it;
- what potential opportunities may exist;
- what restrictions apply;
- what risks you might face;
- and how quickly you could complete the purchase.

The more obvious questions you can answer before marketing, the easier it becomes for serious buyers to assess the opportunity.

## You Don't Need to Have Everything Solved Before Selling

It is important not to let preparation become an excuse for never reaching the market.

There will almost always be questions that require further investigation.

The objective isn't to know everything.

It is to know enough to market the land honestly and intelligently and to identify the issues that are likely to matter to buyers.

Some due diligence will inevitably be carried out by the buyer after an offer is accepted.

Your job is to make sure you understand the property well enough to market it accurately and deal with questions as they arise.

## Russell's Advice

One of the biggest mistakes I see is landowners spending money on work simply because someone tells them it will make the land more valuable.

Sometimes it will.

Sometimes it won't.

Before spending thousands of pounds on surveys, planning work or other professional reports, understand why the work is being recommended and what it is expected to achieve.

A good selling strategy should consider **cost as well as value**.

The objective isn't to spend the most money preparing the land.

It is to spend the right money on the right information at the right time.

## Common Mistake

**Finding Problems Only After Accepting an Offer**

A landowner may market a property, receive an attractive offer and then discover during the buyer's due diligence that there is an issue with access, title, occupation or planning history.

That doesn't necessarily mean the sale will fail.

But it can create delays, renegotiation or uncertainty.

Where practical, identifying significant issues before marketing gives you more time to understand them and deal with them properly.

## Key Takeaways

- Good preparation starts with understanding the information you already have.
- Check the title, boundaries and access before marketing.
- Gather relevant planning history and documentation.
- Understand services, occupation and existing buildings.
- Consider obvious environmental and physical constraints.
- Don't spend money on reports or work without understanding why they are needed.
- Present information accurately and avoid exaggerating potential.
- Put your documents and information together so that serious enquiries can be dealt with efficiently.
- Some due diligence will still be undertaken by the buyer.

## Landowner Checklist

Before marketing your land, ask:

☐ Do I have the current title and title plan?

☐ Are the boundaries clear?

☐ Do I understand the access arrangements?

☐ Have I gathered the relevant planning history?

☐ Do I know what services are available?

☐ Have I identified any tenants, occupiers or third-party rights?

☐ Do I have information about existing buildings or structures?

☐ Have I considered obvious environmental or physical constraints?

☐ Have I gathered the relevant plans, reports and photographs?

☐ Is the information I intend to provide accurate?

☐ Have I avoided making unsupported claims about future potential?

☐ Have I considered whether any additional professional work is genuinely necessary before marketing?

☐ Do I have all the key information organised in one place?

***Next Chapter***

Once your land and information are ready, the next question is:

**How do you make sure the right buyers actually see it?**

Marketing land is not simply a matter of putting an advert online and waiting for enquiries.

Different types of land attract different buyers, and different buyers search in different ways.

In the next chapter, we'll look at **Marketing Your Land Successfully** and how to create the right exposure without losing sight of who you are actually trying to reach.

CHAPTER 6

# Marketing Your Land Successfully

> *"The best buyer isn't always the first buyer. It's the buyer who recognises the true value of your land."*

## Marketing Is More Than Advertising

Many people believe selling land is simply a matter of advertising it online and waiting for enquiries.

In reality, successful land marketing is far more strategic than that.

Unlike residential property, land appeals to a much smaller and more specialised audience.

The person looking for a building plot is unlikely to be searching for farmland.

A farmer isn't usually looking for a commercial development site.

A developer may never search traditional property websites at all.

The objective isn't to expose your land to the largest possible audience.

The objective is to ensure it reaches the **right audience**.

That is often the difference between an average result and an excellent one.

## Understanding Who Your Buyer Is

Before any marketing begins, it is important to identify who is most likely to purchase your land.

Different types of land attract different buyers.

For example:

- Agricultural land may appeal to neighbouring farmers, farming businesses or investors.
- Building plots may attract self-build buyers and small developers.
- Development land is usually of interest to regional and national developers.
- Woodland may attract conservation buyers, investors and lifestyle purchasers.
- Equestrian property may appeal to horse owners, riding schools and private buyers.
- Commercial land may attract businesses, investors and developers.
- Amenity land may interest leisure operators, tourism businesses, fishing syndicates or camping operators.

Understanding the likely buyer influences every aspect of the marketing strategy.

## Tell the Story of the Land

Land is different from houses.

Buyers aren't just purchasing what exists today.

They are buying into the opportunities the land offers.

That doesn't mean exaggerating its potential.

It means helping buyers understand:

- how the land is currently used;

- what makes it attractive;
- the surrounding area;
- any relevant planning history;
- access arrangements;
- existing features;
- and any realistic opportunities supported by evidence.

Every piece of land has a story.

Good marketing tells that story professionally and accurately.

## Professional Presentation Matters

Your marketing information is often the buyer's first introduction to the property.

Within a few seconds, they may decide whether they want to know more.

Professional presentation can therefore make a significant difference.

An effective listing may include:

- a clear headline;
- a detailed property description;
- accurate location information;
- high-quality photographs;
- aerial images where appropriate;
- site plans;
- planning documents;
- maps;
- and relevant supporting information.

The aim isn't to overwhelm buyers with documents.

It is to give them enough information to understand the opportunity and decide whether they want to investigate further.


## Photography Matters

Photographs often determine whether a buyer takes the next step and enquires.

Good photography should show the land clearly and help the buyer understand what they are looking at.

Depending on the property, useful photographs may include:

- the entrance;
- road frontage;
- internal views;
- boundaries;
- existing buildings;
- views across the land;
- nearby surroundings;
- and any features that make the property particularly attractive.

Where appropriate, aerial photography can also help buyers understand the property's layout, relationship with surrounding development and overall location.

The objective isn't simply to make the land look attractive.

The photographs should give a prospective buyer an honest impression of what is being offered.

## The Importance of Digital Marketing

Today's buyers increasingly begin their search online.

That means your marketing should be designed for digital platforms from the beginning.

Depending on the type of land, effective marketing may include:

- specialist land websites;
- property portals;
- social media;
- email alerts;
- search engine optimisation;
- search engine advertising;
- direct marketing to known buyers;
- and contact with businesses or developers who may have a specific interest in the property.

Different buyers search in different ways.

Using several appropriate channels can therefore increase the likelihood of reaching the right market.

However, more advertising does not automatically mean better marketing.

The objective is **relevant exposure**, not simply maximum exposure.

## Why Specialist Land Marketing Matters

Land should not always be marketed in exactly the same way as a house.

A potential land buyer may want to understand:

- planning information;
- site plans;
- development history;
- agricultural details;
- environmental information;
- access arrangements;
- existing buildings;
- and future opportunities.

Providing relevant information from the outset can save time and attract more serious enquiries.

Specialist land marketing is therefore about more than placing an advert.

It is about understanding what makes the land attractive to a particular buyer and presenting that opportunity clearly.

## Open Market Exposure

Whenever appropriate, land should be considered for open-market exposure.

Putting land in front of a wider range of potential buyers can help establish genuine market interest and create competition.

Competition can be valuable because it gives you a better indication of what different buyers are prepared to pay.

It can also reduce the risk of agreeing a private sale without understanding whether another buyer might have offered more favourable terms.

There will always be circumstances where a private approach or direct sale may make sense.

The important point is to understand what you are giving up by limiting the market.

If you only approach one buyer, you may never know what another buyer would have been prepared to offer.

## Creating Competition

Competition doesn't necessarily mean having dozens of buyers.

In many cases, a small number of serious and credible buyers can be far more valuable than a large number of casual enquiries.

Good marketing should therefore aim to generate:

**interest → enquiries → qualified buyers → offers → competition.**

The quality of those enquiries matters.

A buyer who understands the opportunity, has the financial capacity to proceed and has a realistic timescale may be far more valuable than someone who simply makes a high initial enquiry without understanding the transaction.


## Managing Enquiries

Once the land is marketed, enquiries need to be handled properly.

A potential buyer may ask questions about:

- price;
- planning;
- access;
- services;
- boundaries;
- existing use;
- availability;
- timescale;
- or whether the seller would consider particular terms.

Good enquiry management means providing accurate information while avoiding unsupported claims.

It is also important to distinguish between an enquiry and a serious buyer.

Someone asking:

**“What's the lowest price you'll take?”**

is not necessarily a buyer who is ready to proceed.

Understanding the buyer's intentions, funding position, proposed use and timescale can help establish whether an enquiry is worth pursuing.

## Choosing the Right Marketing Partner

Whether you sell privately or instruct a specialist land agency, ask questions before committing.

For example:

- Do they specialise in land?
- How will they market the property?
- Which websites and platforms will they use?
- Will they approach known buyers directly?
- How will enquiries be qualified?
- Who will conduct negotiations?
- How will buyers be updated?
- What experience do they have with similar land?
- How will offers be reported and compared?

Choosing the right marketing partner can be just as important as choosing the right asking price.

You should also understand the agency's terms, including:

- the length of the agreement;
- the commission structure;
- whether the appointment is sole or multiple agency;
- when fees become payable;
- and whether there are any other costs.

Make sure you understand the agreement before signing it.

## Should You Advertise an Asking Price?

There is no single answer.

Depending on the land and the marketing strategy, a property may be marketed with:

- a fixed asking price;
- offers over a stated figure;
- offers in excess of;
- offers invited;
- or without a published price.

Each approach can influence buyer behaviour differently.

A published price can help establish expectations and may attract buyers searching within a particular budget.

On the other hand, an open invitation for offers may encourage buyers to consider the opportunity without anchoring themselves to a particular figure.

The right approach depends on the property, market conditions and your objectives.

The important thing is to understand why a particular pricing strategy is being used rather than simply choosing one because it is common practice.

## Don't Accept the First Offer Automatically

Receiving an early offer can be exciting.

It may also create pressure to accept it because you don't know whether another buyer will appear.

But an early offer doesn't necessarily mean it is the best offer available.

If the marketing campaign has only just started, there may be other buyers who have not yet had time to assess the opportunity.

This does not mean that every first offer should be rejected.

Sometimes an early offer may be excellent.

The important thing is to understand the offer, the buyer and the circumstances before making a decision.

That is why it is useful to have a clear marketing strategy before the property goes to market.

### Russell's Advice

One of the biggest mistakes I see is landowners focusing entirely on how many people will see their property.

Exposure is important.

But **qualified exposure is far more valuable**.

I'd rather your land was seen by one hundred serious buyers than ten thousand people with no interest in purchasing it.

Good marketing isn't measured simply by website visits.

It is measured by genuine enquiries, competitive interest, credible offers and, ultimately, a successful completion.

### Common Mistake

**Marketing to Everyone**

Trying to reach everyone can sometimes mean reaching nobody effectively.

A piece of agricultural land does not need thousands of people looking at it.

It needs the right agricultural buyers.

A development site doesn't necessarily need to be seen by the general public.

It needs to reach developers and other buyers who understand the opportunity.

Good marketing is targeted marketing.

### Key Takeaways

- Marketing land is about reaching the right buyers, not simply the largest audience.
- Different types of land attract different buyers.

- Accurate, professional presentation builds confidence.
- Good photographs, plans and supporting information can make a significant difference.
- Digital marketing can provide access to a much wider market.
- Open-market exposure can help create competition and establish genuine market interest.
- Qualified enquiries are more valuable than large numbers of casual enquiries.
- Choose a marketing partner carefully and understand their terms.
- Don't assume the first offer is automatically the best offer.

## Landowner Checklist

Before putting your land on the market, ask:

☐ Have I identified the most likely types of buyer?

☐ Is my property description accurate and compelling?

☐ Are my photographs clear and suitable?

☐ Do I have appropriate plans available?

☐ Have I identified the most appropriate marketing channels?

☐ Should I consider open-market exposure?

☐ Have I considered whether direct approaches to known buyers would be useful?

☐ Do I understand how enquiries will be handled?

☐ If using an agent, have I checked their experience and terms?

☐ Do I have a strategy for dealing with early offers?

☐ Am I measuring the quality of enquiries rather than simply the number?

### *Next Chapter*

Once your land is properly marketed, enquiries and offers should begin to emerge.

This is where the process changes.

It is tempting to look at the largest number and assume you have found the best buyer.

But an offer is much more than a price.

The next chapter looks at **Understanding Offers** — how to assess the price, buyer, conditions, funding, timescale and certainty before deciding which offer is right for you.

PART THREE

# AGREE & COMPLETE THE DEAL

Understanding offers, negotiating terms and progressing the sale.

Chapter 7

# Understanding Offers

> *"The highest offer isn't always the best offer. The best offer is the one that gives you the strongest overall outcome with an acceptable level of risk."*

## An Offer Is More Than a Number

After your land has been properly marketed, the next stage is receiving offers.

This can be an exciting point in the process.

However, it is also where landowners can make some of their most expensive mistakes.

It is very easy to focus immediately on the headline figure.

Someone offers £500,000.

Someone else offers £550,000.

It appears obvious which offer is better.

But the headline price is only one part of the deal.

Before deciding how attractive an offer really is, you need to understand who is making it, what they are proposing and what conditions are attached.

A lower offer from a strong buyer with a straightforward route to completion may ultimately be a better proposition than a higher offer that depends on planning, finance or other uncertain conditions.

The objective is not simply to find the highest number.

**It is to understand the overall quality of each offer.**

## Who Is the Buyer?

One of the first questions to ask is:

**Who is actually making the offer?**

Depending on the type of land, your buyer could be:

- A neighbouring farmer.
- A private individual.
- A self-build purchaser.
- A small developer.
- A regional developer.
- A national housebuilder.
- An investor.
- A commercial business.
- A land promoter.
- Another specialist purchaser.

The identity and experience of the buyer can be important.

A developer who regularly purchases land and has completed similar transactions may present a different level of risk from someone purchasing development land for the first time.

That doesn't automatically mean the experienced buyer is the better buyer.

But it is something worth considering.

## Can the Buyer Actually Complete?

An offer is only useful if the buyer can ultimately complete the purchase.

This is why you should consider the buyer's financial position and how they intend to fund the acquisition.

Questions may include:

- Is the purchase being funded with cash?
- Is finance required?
- Is the buyer relying on selling another property?
- Is the purchase dependent on planning?
- Does the buyer need to secure funding before completion?
- Has the buyer completed similar transactions previously?

You don't necessarily need to interrogate every buyer personally.

However, these are matters that should be understood before treating an offer as secure.

A buyer who is unable to complete can cause months of wasted time and potentially leave you back at the beginning of the selling process.

## Understand the Conditions

One of the most important parts of any offer is the conditions attached to it.

An offer might sound attractive because of its headline price, but the conditions could significantly affect its value to you.

For example, a buyer might offer:

**£600,000 subject to planning.**

Another buyer might offer:

**£525,000 unconditionally.**

The first offer is higher.

But it may take considerably longer to complete and could fail altogether if planning permission is not obtained.

The second offer may provide much greater certainty.

Neither is automatically better.

You need to understand the risk associated with each one.

## Planning Conditions

Planning is one of the most common conditions associated with land sales.

A buyer may want to secure planning permission before being required to complete the purchase.

This can be perfectly reasonable, particularly where the buyer is taking significant planning risk.

But the landowner needs to understand exactly what has been proposed.

Ask:

- What planning permission is required?
- How many units or what use is being proposed?
- Who will submit the application?
- Who will pay the costs?
- How long does the buyer have?
- What happens if planning is refused?
- Can the buyer extend the agreement?
- Is there a minimum price?
- What happens if a different permission is granted?

These details can make a substantial difference to the attractiveness of an offer.

## Funding Conditions

Some buyers will need finance.

That doesn't automatically make an offer weak.

Many legitimate land purchases involve development finance, bank lending or other forms of funding.

The important issue is understanding the level of certainty around that funding.

A buyer who has a clear financing strategy and experience of completing similar purchases may present considerably less risk than a buyer who has not yet established how the acquisition will be funded.

If finance is required, understand:

- What type of finance is being proposed?
- Has the buyer spoken to a lender?
- Is finance subject to planning?
- Is there a valuation requirement?
- What happens if funding is not obtained?

Again, the objective is not to reject buyers who require finance.

**It is to understand the risk.**

## The Importance of Timescale

An offer should always be considered alongside the proposed timescale.

For example:

**Offer A:** £500,000 — completion within three months.

**Offer B:** £575,000 — subject to planning, with completion potentially eighteen months later.

The difference is not simply £75,000.

You are also comparing:

- Time.
- Risk.
- Certainty.
- Opportunity cost.
- Your own personal circumstances.

For some landowners, waiting eighteen months may be perfectly acceptable.

For others, receiving the money within three months may be far more important.

There is no universally correct answer.

**The right choice depends on your priorities.**

## Conditional Versus Unconditional Offers

An unconditional offer generally provides greater certainty because the buyer is not making completion dependent upon a future event such as obtaining planning permission.

A conditional offer may provide a higher price but introduces additional uncertainty.

Common conditions can include:

- Planning permission.
- Finance.
- Satisfactory surveys.
- Due diligence.
- Access.
- Environmental investigations.
- Contractual approvals.

Not every condition is unreasonable.

A buyer needs to protect themselves against genuine risks.

The important thing is to understand what the condition means, who carries the risk and how long it could remain outstanding.

## Don't Ignore the Small Print

Landowners naturally focus on the price.

But other terms can be equally important.

An offer may contain provisions relating to:

- Exclusivity.
- Overage.
- Deposits.
- Access.
- Planning.
- Longstop dates.
- Extensions.
- Costs.
- Conditions precedent.
- Retained rights.
- Restrictions.

A seemingly attractive offer can become considerably less attractive once these terms are understood.

This is why it is important to read the full offer carefully and obtain appropriate professional advice before committing yourself.

## Compare Offers Properly

If you receive more than one offer, don't simply create a list from highest to lowest price.

Instead, compare the whole proposition.

| | Buyer A | Buyer B | Buyer C |
|---|---|---|---|
| **Price** | £500,000 | £550,000 | £575,000 |
| **Buyer** | Experienced developer | Investor | New developer |
| **Funding** | Confirmed | Finance required | Finance required |
| **Planning** | Unconditional | Subject to planning | Subject to planning |
| **Timescale** | 3 months | 9 months | 18 months |
| **Certainty** | High | Medium | Lower |
| **Overall assessment** | | | |

The purpose isn't to create a complicated mathematical exercise.

It is to prevent you from becoming focused solely on the largest number.

## The Strongest Buyer Isn't Always the Highest Bidder

Imagine you receive three offers.

**Buyer A — £500,000**

Cash purchase.

No planning condition.

Experienced buyer.

Completion within three months.

**Buyer B — £550,000**

Finance required.

Some conditions.

Completion within six months.

**Buyer C — £650,000**

Subject to planning permission.

Buyer has twelve months to secure planning and can withdraw if planning isn't achieved.

Which is the best?

There is no automatic answer.

Buyer C has offered the most money.

But Buyer A may offer the greatest certainty.

Buyer B may sit somewhere between the two.

The right decision depends on your circumstances and your willingness to accept risk.

This is why comparing offers properly is so important.

## Don't Be Afraid to Ask Questions

If an offer isn't clear, ask for clarification.

You can ask the buyer to explain:

- Their proposed timescale.
- Their funding arrangements.
- Planning requirements.
- Conditions.
- Their intended use.
- Any requested exclusivity.
- Their experience.
- Their expectations regarding the legal process.

A serious buyer should understand that a landowner needs to assess the offer properly.

Asking questions doesn't mean you are rejecting the offer.

**It means you are doing your due diligence.**

## What If the First Offer Is Very Good?

Sometimes the first offer really is an excellent offer.

You don't have to reject it simply because you think another buyer might appear.

The important thing is understanding whether you have enough information to make an informed decision.

If the property has been properly marketed and a strong offer arrives early, you may decide that accepting it provides the right balance of price and certainty.

Alternatively, you may decide that allowing the marketing campaign to continue is more appropriate.

The decision should be based on evidence and your objectives, not simply fear of missing out.

### COMMON REASONS LAND SALES FALL THROUGH

| Issue | Why it can stop a sale |
|---|---|
| Planning problems | Unresolved planning issues or unrealistic expectations can stop a deal. |
| Funding problems | A buyer may not have the finance needed to complete. |
| Due diligence | Title, access, boundaries or other investigations may uncover issues. |
| Unrealistic expectations | Terms that do not reflect either party's position can prevent agreement. |
| Changing circumstances | Market or personal circumstances can change during a transaction. |

## Russell's Advice

One of the biggest mistakes I see is landowners saying:

**“That's the highest offer, so we'll take it.”**

Before doing that, I would always ask:

**“What exactly are they offering?”**

Price is obviously important.

But I also want to know:

- Who is the buyer?
- Can they complete?
- What conditions are attached?
- How long will it take?
- What risks are you taking?
- What happens if things don't go to plan?

A £600,000 offer that takes eighteen months and depends on planning may not necessarily be better for you than a £500,000 unconditional offer that completes within three months.

**Understand the whole deal before deciding.**

## Common Mistake

**Choosing the Highest Headline Price Without Understanding the Conditions**

The biggest number can be very attractive.

But if it comes with significant conditions, uncertainty or a long timescale, it may not represent the best overall outcome.

Always compare:

**Price + Certainty + Conditions + Buyer Strength + Timescale**

rather than price alone.

## Key Takeaways

- An offer is much more than its headline price.
- Consider the identity and experience of the buyer.
- Understand how the purchase will be funded.
- Read and understand all conditions.
- Planning conditions can introduce significant time and risk.
- Compare the proposed timescale as well as the price.
- Consider the certainty of completion.
- Don't automatically assume the highest offer is the best offer.
- Ask questions if any part of an offer is unclear.
- Consider the whole transaction before making a decision.

## Landowner Checklist

When you receive an offer, ask:

☐ Who is the buyer?

☐ What experience do they have?

☐ Can they demonstrate how the purchase will be funded?

☐ What is the headline price?

☐ Is the offer unconditional or conditional?

☐ If conditional, what are the conditions?

☐ Is planning permission required?

☐ Who is taking the planning risk?

☐ How long will completion take?

☐ Is exclusivity being requested?

☐ Are there any overage or other future-value provisions?

☐ Are there deposits or other contractual commitments?

☐ What happens if the buyer cannot complete?

☐ Have I compared this offer against any others?

☐ Does the offer actually meet my objectives?

### *Next Chapter*

Once you understand what a buyer is actually offering, the next question is:

**Can the deal be improved?**

Negotiation isn't simply about asking a buyer to increase their price.

It can involve the price, deposit, conditions, timescale, planning risk, access, overage and many other terms.

In the next chapter, we'll look at **Negotiating the Best Deal** — and how to negotiate from a position of knowledge without unnecessarily putting a good transaction at risk.

Chapter 8

# Negotiating the Best Deal

> *"The best negotiation isn't about winning. It's about reaching an agreement that gives both parties confidence to complete."*

## Negotiation Is About More Than Price

Once you have received and understood an offer, the next stage is negotiation.

This is where many landowners make the mistake of thinking negotiation simply means asking the buyer to pay more.

Price is obviously important.

But a land transaction can contain many other terms that affect the overall outcome.

These can include:

- The purchase price.
- Deposit.
- Completion date.
- Planning conditions.
- Finance conditions.
- Exclusivity.
- Access arrangements.
- Overage.
- Retained rights.
- Boundaries.
- Fixtures and fittings.
- Legal costs.
- Other contractual obligations.

A buyer who increases their offer by £25,000 but introduces significant additional conditions may not have improved the deal as much as it first appears.

Equally, a buyer who cannot increase their price may be prepared to offer better terms elsewhere.

The objective is therefore to negotiate the **best overall deal**, not simply the highest possible number.

## Start With a Strong Position

Good negotiation starts before you ever speak to the buyer.

If your land has been properly prepared and marketed, and you have generated genuine interest from credible buyers, you are already in a stronger position.

Competition can give you confidence.

If you know there are other interested parties, you don't need to negotiate from a position of fear.

You can consider the buyer's proposal objectively.

By contrast, if you have received only one approach and are worried that rejecting it could mean losing your only buyer, your negotiating position may be weaker.

This is one of the reasons proper marketing is so important.

## Never Negotiate Against Yourself

One of the most common mistakes is reducing your price or changing your terms before the buyer has actually asked you to do so.

You might receive an offer below your expectations and immediately respond:

**"We would probably accept £X."**

You have just negotiated against yourself.

Instead, understand what the buyer is prepared to do.

If they have made an offer, there is a reason they have chosen that figure.

Ask questions.

Understand their position.

Then decide what you are prepared to accept.

Don't volunteer concessions unnecessarily.

## Know Your Objectives

Before negotiating, establish what matters most to you.

Is it:

- The highest possible price?
- Certainty?
- A quick completion?
- A cash buyer?
- Avoiding a planning condition?
- Retaining future value?
- A particular completion date?
- Avoiding a long exclusivity period?
- Simplicity?

You may have several priorities.

Knowing them in advance prevents you from becoming distracted by the negotiation itself.

For example, you might be prepared to accept a slightly lower price if the buyer offers:

- A much shorter completion period.
- No planning condition.
- A substantial deposit.
- A strong track record.
- Greater certainty of funding.

That may ultimately be a better deal for you.

## Negotiate the Whole Deal

When negotiating, look at every important term.

**Price**

This is obviously a major consideration.

But don't assume it is the only one.

**Deposit**

A deposit can provide additional security and may demonstrate commitment.

The amount and terms should be properly agreed and documented.

**Completion Date**

If you need the money by a particular date, the timing of completion may be very important.

A buyer who offers more but needs significantly longer may not be preferable.

**Conditions**

Understand exactly what the buyer needs to happen before they are obliged to complete.

Conditions relating to planning, finance, surveys or other matters can introduce uncertainty.

**Exclusivity**

A buyer may ask you to stop marketing the property while they carry out their investigations.

This can be reasonable.

But you should understand how long the exclusivity period will last and what happens if the buyer ultimately decides not to proceed.

**Overage**

If future development value is relevant, overage may form part of the negotiation.

This needs careful consideration because the details of the trigger, payment and duration can have significant consequences.

**Access and Other Rights**

The transaction may involve access rights, retained land, shared drives, parking, services or other arrangements.

These should be clearly understood before agreeing the final terms.

## Don't Give Away Something Valuable for Nothing

Every concession has a value.

If a buyer asks for a longer completion period, that may have a cost to you.

If they want exclusivity, that restricts your ability to speak to other buyers.

If they want a lower deposit, that may reduce your security.

If they want additional planning time, that extends the period before you receive your money.

Before agreeing to a concession, consider whether you should receive something in return.

For example:

> *"If you need another three months to complete, we would need the price or deposit to reflect that."*

Negotiation is about finding a balance.

## Don't Become Emotionally Attached to the Negotiation

Negotiations can become surprisingly personal.

A buyer may make an offer that you consider insulting.

They may ask questions that you think are unreasonable.

They may attempt to negotiate hard.

Try not to take it personally.

The buyer is trying to purchase the land at a price and on terms that work for them.

You are trying to achieve the best result for yourself.

Those objectives are not necessarily incompatible.

A professional negotiation allows both parties to put forward their position without turning the process into an argument.

## Understand the Buyer's Position

Good negotiation also means understanding what matters to the buyer.

Ask yourself:

- Why do they want the land?
- What do they intend to do with it?
- How important is the purchase to them?
- Are they competing with other buyers?
- What risks are they taking?
- What costs will they incur?
- What return do they need to make?
- How flexible might they be?

Understanding the buyer's motivation can help you identify where there may be room for negotiation.

A developer may be more concerned about planning certainty than a relatively small change in price.

A neighbouring farmer may value a particular field because it adjoins their existing holding.

A self-builder may value certainty over a small reduction in price.

Every buyer is different.

## Use Competition Carefully

If you have multiple interested buyers, that can strengthen your negotiating position.

But competition should be genuine.

You should never invent or exaggerate offers.

If another buyer has made a genuine offer, it is reasonable to consider how that affects your negotiations.

You might tell a buyer:

> *“We have received another offer and are considering our options.”*

You don't necessarily need to disclose every detail.

The important thing is to remain truthful and professional.

Artificial pressure can damage trust and may ultimately cause a buyer to walk away.

## Don't Push Too Far

There is a point at which negotiation becomes counterproductive.

If a buyer has already made a strong offer and you continue pushing simply because you believe they might pay a little more, you risk losing the transaction.

This is particularly important where there are few alternative buyers.

Before making another demand, ask yourself:

**“Is what I'm asking for worth the risk of losing the deal?”**

Sometimes the answer is yes.

Sometimes it isn't.

Good negotiation involves knowing the difference.

## Keep Everything Clear

Once you have agreed a point, make sure it is clearly recorded.

Don't rely on:

> *“We discussed it on the phone.”*

Important commercial terms should be communicated clearly and passed to the appropriate legal advisers.

This is particularly important where negotiations involve:

- Price.
- Deposit.
- Completion date.
- Planning.
- Overage.
- Access.
- Exclusivity.
- Retained rights.
- Conditions.

Your solicitor should ultimately ensure that the agreed terms are properly reflected in the legal documentation.

## When Negotiations Start to Stall

Sometimes negotiations reach a point where neither side appears willing to move.

This doesn't necessarily mean the deal is dead.

It can help to step back and identify what is actually preventing agreement.

Is it:

- Price?
- Planning risk?
- Timing?
- Deposit?
- Exclusivity?
- Access?
- Overage?
- Another contractual issue?

Once you identify the real issue, you may be able to find another way forward.

For example, a buyer may be unwilling to increase their price but may agree to a larger deposit or shorter completion period.

Negotiation isn't always about moving one number.

**It is about finding a structure that works for both parties.**

## Know When to Walk Away

There are circumstances where the right decision is to reject an offer.

If the price is unrealistic, the conditions are unacceptable or the buyer cannot provide sufficient confidence that they can complete, continuing to negotiate may simply waste time.

Walking away can be difficult, particularly if you have already spent time negotiating.

But accepting a poor deal simply because you have invested time in it can be an even bigger mistake.

If the fundamentals aren't right, it may be better to return to the market.

## Common Reasons Sales Fall Through

Even after an offer has been agreed, transactions can fail.

Common reasons include:

**Planning Problems**

The buyer may discover that the development they intended is not achievable.

**Funding Problems**

The buyer may be unable to secure the finance required to complete.

**Due Diligence Issues**

A problem with title, access, boundaries, services or another aspect of the property may arise.

### Unrealistic Expectations

The buyer may have based their offer on assumptions that cannot be achieved.

### Changing Circumstances

Market conditions, interest rates or the buyer's own circumstances may change during a lengthy transaction.

Understanding these risks during negotiation can help you decide how much protection or certainty you need before agreeing the deal.


## Russell's Advice

Good negotiation isn't about trying to squeeze every last pound out of a buyer.

It's about understanding what matters to both sides and deciding where you are prepared to compromise — and where you aren't.

If a buyer offers you another £20,000 but wants another twelve months to complete, ask yourself whether that extra money is worth the additional time and risk.

If another buyer offers less but can complete quickly and unconditionally, the second deal may be more attractive.

There is no formula that works for every landowner.

**Know what matters to you before the negotiation starts.**

## Common Mistake

**Negotiating for the Sake of Negotiating**

Sometimes a landowner has already received a very good offer but continues negotiating simply because they believe they should get more.

Every additional demand carries some risk.

Before pushing for another concession, ask:

**What am I trying to achieve?**

**What am I prepared to give in return?**

**What happens if the buyer says no?**

And most importantly:

**Is the potential gain worth the risk of losing the transaction?**

## Key Takeaways

- Negotiation is about the whole deal, not just the price.
- Establish your objectives before negotiations begin.
- Never negotiate against yourself.
- Understand the buyer's motivation and position.
- Every concession has a value.
- Use genuine competition carefully and honestly.
- Don't become emotionally attached to the negotiation.
- Know when further negotiation risks losing a good transaction.
- Make sure agreed commercial terms are clearly recorded.
- A successful negotiation should result in a deal both parties have confidence in completing.

## Landowner Checklist

Before agreeing the final terms, ask:

☐ Am I satisfied with the price?

☐ Do I understand the deposit arrangements?

☐ Is the completion date acceptable?

☐ Do I understand all conditions?

☐ Who is carrying the planning risk?

☐ Am I comfortable with any exclusivity period?

☐ Have I considered overage or future-value provisions?

☐ Are access and other rights clearly understood?

☐ Do I understand the buyer's funding position?

☐ Have I considered what concessions I am making?

☐ Have I received something in return where appropriate?

☐ Are all agreed terms being properly recorded?

☐ Am I satisfied that the buyer is capable of completing?

☐ Is this deal genuinely better than the alternatives available to me?

### *Next Chapter*

Once the commercial terms have been negotiated and both sides are satisfied with the deal, the focus changes again.

The question is no longer:

**"Can we agree a deal?"**

It becomes:

**"Can we get the deal completed?"**

An accepted offer is not the same as completion.

There is still legal work, due diligence, enquiries, contract preparation, exchange and completion to navigate.

In the next chapter, we'll look at **From Offer to Completion** and what happens after you have agreed the deal.

Chapter 9

# From Offer to Completion

*“Accepting an offer is an important milestone, but it is not the end of the selling process.”*

## What Happens After You Accept an Offer?

Reaching agreement on price and terms is an important moment.

After what may have been weeks or months of preparation, marketing and negotiation, it can feel as though the sale is effectively complete.

It isn't.

Until contracts have been exchanged, the transaction is generally not legally binding in the way a completed contract is, and either party may still be able to withdraw.

There is therefore another important stage to navigate.

The period between accepting an offer and completion involves legal work, due diligence, enquiries, searches and the preparation and negotiation of the contract.

Understanding what happens during this period can make the process much less daunting.

## Step 1 — Instruct Your Solicitor

Once an offer has been agreed, you should instruct a solicitor experienced in property and, where appropriate, land transactions.

Your solicitor will deal with the legal side of the sale and will work with the buyer's solicitor to prepare the transaction.

If you have not already done so, you will usually need to provide information and documentation relating to the property.

This may include:

- Title documents.
- Property information.
- Planning documents.
- Access arrangements.
- Rights and restrictions.
- Tenancy or occupation information.
- Existing agreements.
- Details of services.
- Any other relevant documentation.

The better organised you are, the easier it is for your solicitor to progress the transaction.

## Step 2 — The Contract Pack

Your solicitor will prepare the legal documentation required for the sale.

The precise documentation will depend on the nature of the property and transaction.

The contract will ultimately need to reflect the terms that have been agreed, including matters such as:

- The purchase price.

- The property being sold.
- Any agreed conditions.
- Completion arrangements.
- Special conditions.
- Overage provisions, where applicable.
- Rights being granted or retained.
- Other agreed terms.

This is why it is important that the commercial terms agreed during negotiation are clear.

If something important was discussed but never properly recorded, it can become a source of confusion later.

## Step 3 — Buyer's Due Diligence

The buyer will normally carry out investigations into the land before committing to the purchase.

This is known as **due diligence**.

The extent of the investigation will depend on the type of land and the buyer's intended use.

It may include:

- Title.
- Planning.
- Highways.
- Access.
- Flood risk.
- Environmental matters.
- Ecology.
- Ground conditions.
- Services.
- Existing structures.
- Tenancies.
- Development potential.
- Financial viability.

For development land, the due diligence process can be considerably more detailed than for a straightforward agricultural sale.

This should not necessarily be viewed as a problem.

A serious buyer needs to understand what they are buying.

The important thing is to respond promptly and accurately when reasonable questions are raised.

## Step 4 — Searches and Enquiries

The buyer's solicitor may undertake searches and raise additional enquiries.

These can relate to matters such as:

- Planning.
- Highways.
- Drainage.
- Environmental issues.
- Local authority matters.
- Rights and restrictions.
- Services.
- Access.

- Existing agreements.

Your solicitor will normally deal with the legal responses and obtain information from you where necessary.

If you don't know the answer to something, don't guess.

It is far better to say that you don't know and allow the appropriate adviser to investigate it.

## Step 5 — Surveys and Investigations

Depending on the land, the buyer may also carry out surveys or inspections.

These could include:

- Topographical surveys.
- Ecological surveys.
- Flood assessments.
- Ground investigations.
- Tree surveys.
- Building surveys.
- Highway assessments.
- Drainage investigations.

Not every transaction will require all of these.

The level of investigation will depend on the property, the proposed use and the buyer's requirements.

Some investigations may also have been carried out before the offer was made.

## Step 6 — Resolving Issues

Due diligence can sometimes uncover issues that neither party was expecting.

For example:

- A boundary may not be where it was thought to be.
- Access rights may be more complicated than expected.
- A planning condition may create a problem.
- A service may not be available where expected.
- An environmental constraint may affect development.
- A title matter may need to be resolved.

Discovering an issue doesn't necessarily mean the sale will fail.

Often, the parties can find a solution.

The important thing is to deal with problems openly and promptly rather than allowing them to remain unresolved.

## Step 7 — Finalising the Contract

Once the buyer's investigations have been completed and the contractual terms have been agreed, the solicitors can work towards exchange of contracts.

At this stage, it is important to understand exactly what you are agreeing to.

Your solicitor should explain the contract and any special provisions that apply to your sale.

This is particularly important where the transaction includes:

- Overage.
- Promotion arrangements.
- Conditional contracts.
- Options.
- Access arrangements.
- Retained rights.
- Restrictions.
- Unusual completion provisions.

Don't be afraid to ask questions.

You should understand the commitments you are making before signing.

## Step 8 — Exchange of Contracts

Exchange of contracts is a major milestone.

Once contracts have been exchanged, the parties are generally legally committed to complete the transaction in accordance with the contract.

The precise arrangements can vary depending on the transaction, so your solicitor should explain what exchange means in your particular circumstances.

This is very different from simply accepting an offer.

An accepted offer is a commercial agreement to proceed.

**Exchange creates the contractual commitment.**

That distinction is important.

## Step 9 — Completion

Completion is the point at which the transaction actually takes place.

Subject to the terms of the contract, the buyer pays the purchase money and the legal transfer of the property takes place.

Once completion has occurred, the land has been sold.

Your solicitor will deal with the legal completion process and confirm when it has taken place.

For many landowners, this is the moment they have been working towards since deciding to sell.

## What If the Sale Is Delayed?

Land transactions can take time.

There may be delays caused by:

- Searches.
- Legal enquiries.
- Missing documents.
- Planning matters.
- Surveys.
- Finance.
- Third-party information.
- Complex title issues.
- Negotiations between solicitors.

Not every delay means that the transaction is in danger.

However, prolonged uncertainty can create risk.

Circumstances can change.

Buyers can reconsider.

Finance can become more difficult.

Market conditions can move.

That is why maintaining momentum and communication is important.

## Communication Matters

One of the simplest ways to keep a transaction moving is good communication.

Keep your solicitor informed.

Respond to requests promptly.

If your circumstances change, tell your solicitor.

If the buyer raises an important issue, don't ignore it.

Where several professional advisers are involved, make sure everyone understands their role and that information is being passed between them.

A transaction can become unnecessarily complicated when communication breaks down.

## What If the Buyer Wants to Renegotiate?

Sometimes a buyer will try to renegotiate after carrying out due diligence.

This can happen if they discover something they were not expecting.

For example, they may identify:

- Additional costs.
- Planning restrictions.
- Access problems.
- Environmental issues.
- Ground conditions.
- Other matters affecting their assessment of the property.

Whether you should agree to a change depends entirely on the circumstances.

Don't automatically accept a reduction simply because the buyer has asked for one.

But equally, don't dismiss a legitimate issue without understanding it.

Ask your professional advisers to explain the situation and assess your options.

Remember that this is one reason why understanding your land before marketing it is so important.

## What Happens If the Buyer Withdraws?

Until contracts have been exchanged, a buyer may be able to withdraw from the transaction.

This can be extremely frustrating, particularly if you have already spent money and time progressing the sale.

If that happens, try to understand why.

The buyer may have discovered:

- A planning problem.
- A funding issue.
- A title problem.
- A viability issue.
- An environmental constraint.
- A change in their own circumstances.

Sometimes the problem can be resolved.

Sometimes it cannot.

The important thing is not to assume that a failed transaction means the land cannot be sold.

You may simply need to reassess the position and return to the market.

## After Completion

Completion is not necessarily the end of every obligation.

Depending on the terms of the sale, you may retain certain rights or obligations.

For example, there may be:

- Overage provisions.
- Access rights.
- Restrictive covenants.
- Ongoing agreements.
- Future payments.
- Other contractual arrangements.

Make sure you understand whether anything remains outstanding after completion.

Your solicitor should explain any continuing obligations before you complete the sale.


## Russell's Advice

Once you've agreed a deal, don't mentally spend the money before the sale has completed.

I've seen transactions become difficult because everyone assumes that agreeing the price means the job is finished.

It isn't.

There is still work to do.

Stay involved.

Respond to your solicitor.

Provide information quickly.

Keep communication open.

And if a problem arises, deal with it rather than hoping it will disappear.

Most transactions encounter questions or minor problems along the way.

The important thing is how those problems are handled.

## Common Mistake

**Assuming That Accepting an Offer Means the Sale Is Done**

It doesn't.

There is an important difference between:

**Offer accepted**

and

**Contracts exchanged**

and then:

**Completion**

Understanding those stages will help you manage your expectations and avoid assuming that the money is guaranteed before the transaction has legally progressed to the appropriate stage.

## Key Takeaways

- Accepting an offer is not the same as completing the sale.
- Instruct an appropriate solicitor early.
- Be organised and provide information promptly.
- Expect the buyer to carry out due diligence.
- Searches, enquiries and surveys are normal parts of the process.
- Problems discovered during due diligence do not necessarily mean the sale will fail.
- Understand the contract before signing it.
- Exchange of contracts is a major legal milestone.
- Completion is when the transaction actually takes place.
- Good communication can help prevent unnecessary delays.
- Understand whether you have any continuing obligations after completion.

## Landowner Checklist

Once you've accepted an offer:

☐ Have I instructed an appropriate solicitor?

☐ Have I provided all the title and property information available to me?

☐ Have I supplied the relevant planning documents?

☐ Do I understand the buyer's proposed timescale?

☐ Am I responding promptly to reasonable enquiries?

☐ Have I informed my solicitor of any known issues?

☐ Do I understand any conditions or special provisions in the contract?

☐ Have I taken appropriate advice on any overage, option or other future-value arrangements?

□ Do I understand what exchange of contracts means?

□ Do I know what is required for completion?

□ Do I understand whether I have any continuing obligations after completion?

### *Next Chapter*

Getting a sale through to completion is a significant achievement.

But many of the problems that landowners encounter can be avoided by recognising the warning signs early.

In the next chapter, we'll look at **The Ten Most Expensive Mistakes Landowners Make** — and the lessons that can help you avoid them.

PART FOUR

# AVOID MISTAKES & MAKE BETTER DECISIONS

Practical guidance, common mistakes, FAQs and the complete selling checklist.

Chapter 10

# The Ten Most Expensive Mistakes Landowners Make

> *"The most expensive mistakes are often the ones you don't realise you're making until it's too late."*

Selling land can be one of the most significant financial decisions a landowner ever makes.

For some people, the sale may represent the proceeds of decades of ownership. For others, it may be an inheritance, a retirement asset or an opportunity to release capital.

With that in mind, it is surprising how often landowners make decisions without fully understanding the consequences.

The following ten mistakes are among the most common — and potentially the most expensive.

A confident figure isn't necessarily an accurate figure.

Don't allow an attractive number to become your expectation simply because someone has suggested it.

Is any future development potential realistic and supported by evidence?

What assumptions have been made?

Are those properties genuinely comparable?

What comparable evidence exists?

Who are the likely buyers?

What is the current lawful use?

Ask:

Before deciding what your land is worth, establish the evidence behind the figure.

**Avoid It**

Two sites of the same size can have very different values.

Land value depends on the individual property, its current use, location, planning position, access, services, physical characteristics, market demand and the buyers who may be interested in it.

But none of those things necessarily tells you what your own land is worth.

You may have heard what a neighbouring property sold for. Someone may have told you that your land is worth a certain amount. You may have seen an asking price for another piece of land nearby.

One of the most common mistakes landowners make is assuming they already know what their land is worth.

## Mistake 1 — Assuming You Know What Your Land Is Worth

## Mistake 2 — Assuming Development Potential Is the Same as Planning Permission

Another expensive mistake is assuming that because land might have development potential, it should already be valued as development land.

A field near a settlement may look promising. Houses may be being built nearby. A neighbouring site may have received planning permission.

Those things can be relevant evidence.

But they do not mean that your land will automatically receive planning permission or be worth the same amount.

Development potential needs to be considered alongside planning policy, access, highways, flooding, ecology, infrastructure, landscape, heritage, viability, costs, timescale and market demand.

**Avoid It**

Separate what is known from what is possible.

Ask:

What planning position exists today?

What evidence supports the potential?

What constraints have been identified?

What would need to happen before the potential could become reality?

Who would actually buy the land and what would they be prepared to pay?

Potential can be valuable.

But potential is not planning permission — and planning permission is not the same as a guaranteed sale price.

## Mistake 3 — Selling Too Quickly

It can be tempting to accept the first serious offer that comes along.

After all, you've found a buyer and the uncertainty of marketing is over.

But accepting an offer too quickly can mean you never discover whether another buyer would have paid more or offered better terms.

This is particularly important where your land has attracted genuine interest from several buyers.

You don't necessarily need to reject an early offer.

But you should understand whether the offer represents a strong result before committing to it.

**Avoid It**

Consider the offer in the context of the marketing campaign, the level of buyer interest and your own objectives.

If the offer is strong and provides the certainty you want, accepting it may be entirely sensible.

The important thing is that you make the decision knowingly rather than simply because you are relieved to have found a buyer.

## Mistake 4 — Choosing the Highest Offer Without Looking at the Conditions

A higher offer isn't automatically a better deal.

A £600,000 offer subject to planning, finance and a lengthy timescale may involve considerably more risk than a £525,000 unconditional offer that can complete quickly.

Always consider:

- Price.
- Conditions.
- Funding.
- Timescale.

- Buyer experience.
- Certainty of completion.
- Your own circumstances.

**Avoid It**

Compare the **whole deal**, not simply the headline figure.

Ask yourself:

**"Which offer gives me the best overall outcome?"**

## Mistake 5 — Agreeing to a Long Exclusivity Period Without Understanding the Consequences

A buyer may ask for exclusivity while they carry out due diligence, secure finance or pursue planning.

There can be good reasons for agreeing to this.

However, exclusivity prevents you from freely negotiating with other buyers during the agreed period.

If the buyer then takes considerably longer than expected or ultimately decides not to proceed, you may have lost valuable time and potentially missed other opportunities.

**Avoid It**

Before agreeing to exclusivity, understand:

- How long it will last.
- What the buyer is expected to achieve during that period.
- Whether there is a clear longstop date.
- Whether there are any circumstances in which the arrangement can end early.
- What happens if the buyer fails to proceed.

Don't agree to an open-ended commitment simply because the buyer asks for it.

# Mistake 6 — Not Protecting Future Value

One of the biggest fears landowners have is selling too early.

You may wonder:

> *"What if I sell now and the land becomes much more valuable in the future?"*

That is a reasonable concern.

There may be circumstances where a piece of land does become significantly more valuable after a sale.

Planning permission may be obtained.

Planning policy may change.

Infrastructure may improve.

Development may take place nearby.

Market demand may increase.

However, nobody can predict the future with certainty.

The answer isn't necessarily to delay the sale indefinitely.

There are also legal and contractual arrangements that may, in appropriate circumstances, allow a landowner to retain some participation in future value.

For example, an **overage provision** may provide for an additional payment if a specified future event occurs.

Other structures, such as promotion agreements or certain planning-led arrangements, may also allow a landowner to participate in future development value.

These arrangements can be useful, but they are not appropriate for every transaction.

They can be complex and require careful legal drafting.

**Avoid It**

Don't assume you have only two choices:

**Sell now and lose all future potential**

or

**Keep the land and wait.**

Understand the options available before making the decision.

If future value is a significant concern, discuss possible ways of protecting that value with your solicitor and other appropriate professional advisers **before agreeing the sale**.

## Mistake 7 — Choosing the Wrong Selling Method

Not every piece of land should be sold in exactly the same way.

Some land may benefit from straightforward open-market marketing.

Other land may require a more specialist approach.

Depending on the circumstances, a landowner might consider:

- An unconditional sale.
- A sale subject to planning.
- Obtaining planning permission before selling.
- A promotion agreement.
- An option agreement.
- A conditional contract.
- A sale incorporating overage or other future-value provisions.

There is no single method that is right for everyone.

The right approach depends on:

- The type of land.
- Its current planning position.
- Its realistic potential.
- Your timescale.
- Your financial objectives.
- Your attitude to risk.

- How much involvement you want in the process.

Choosing the right selling strategy can be just as important as choosing the right buyer.

**Avoid It**

Don't decide how to sell before understanding the alternatives.

Consider the different routes available and understand what each one means in terms of:

**Price + Certainty + Time + Risk + Control**

Then decide which combination best fits your circumstances.

## Mistake 8 — Underestimating Professional Advice

Land transactions can involve considerably more complexity than a straightforward property sale.

Depending on the circumstances, you may need advice relating to:

- Planning.
- Property law.
- Taxation.
- Valuation.
- Development.
- Highways.
- Ecology.
- Environmental matters.
- Negotiation.
- Contractual arrangements.

It can be tempting to try to save money by avoiding professional advice.

Sometimes that is sensible.

Not every transaction requires a large team of consultants.

But there is a difference between avoiding unnecessary professional costs and avoiding appropriate professional advice altogether.

A mistake involving the title, planning position, contract or sale structure could potentially cost far more than the professional fee you were trying to avoid.

Good advice should therefore be viewed as an investment in making an informed decision, rather than simply another cost of selling.

**Avoid It**

You don't need to instruct every professional available.

Instead, identify where specialist advice is genuinely required.

Ask:

- Why do I need this advice?
- What decision will it help me make?
- What risk is it helping me understand?
- What could happen if I don't obtain it?
- Is the adviser appropriately qualified and experienced for the issue?

And most importantly:

**Make sure you understand the advice you are receiving.**

You don't need to become the expert.

But you should understand enough to make an informed decision.

## Mistake 9 — Letting Emotion Control Negotiations

Land is often more than an asset.

It may have been in your family for generations. It may have been inherited. You may have memories connected with it, or strong feelings about what should happen to it in the future.

That emotional connection is completely understandable.

However, selling land is ultimately a commercial transaction.

When negotiations become emotional, it can become harder to make objective decisions.

You may reject a perfectly reasonable offer because it feels too low.

You may refuse a sensible compromise because you feel the buyer is asking too much.

Or you may continue increasing your expectations during negotiations until a good buyer eventually walks away.

Successful negotiations are based on evidence, realistic expectations and a clear understanding of your objectives.

**Avoid It**

Before negotiations begin, decide what matters most to you.

Consider:

- The price you would be happy with.
- The level of certainty you require.
- Your preferred timescale.
- Any conditions you are prepared to accept.
- Whether protecting future value is important.
- What would make you walk away.

Then try to judge offers against those objectives rather than reacting emotionally to individual comments or negotiations.

## Mistake 10 — Waiting for the Perfect Time

Another common mistake is continually waiting for a better time to sell.

You may think:

> *"Prices might rise next year."*

Or:

> *"Planning policy might change."*

Or:

> *“Perhaps the land will become worth much more if I wait.”*

Sometimes those things happen.

Sometimes they don't.

Planning policy can change in either direction.

Market demand can strengthen or weaken.

Interest rates can change.

Development costs can increase.

A planning opportunity can emerge — or disappear.

Nobody can predict future planning policy or market conditions with certainty.

The danger is spending years waiting for a perfect opportunity that may never arrive.

**Avoid It**

Make decisions based on the evidence available today.

That doesn't mean you should automatically sell immediately.

It means you should understand:

**What is my land worth today?**

**What realistic opportunities exist today?**

**What could I potentially gain by waiting?**

**What could I potentially lose?**

And:

**Is there a way of selling now while protecting some future value?**

The objective is not to predict the future.

It is to make the best-informed decision you can with the information available.

## What Successful Landowners Do Differently

Over the years, I've noticed that successful landowners tend to have several things in common.

They:

- Understand exactly what they own.
- Seek appropriate professional advice.
- Prepare their land properly.
- Market to the right audience.
- Consider more than simply the headline price.
- Keep realistic expectations.
- Make decisions based on evidence rather than rumours or speculation.

Most importantly, they understand that **selling land is a process — not a single event.**

There are decisions to make at every stage.

The better those decisions are understood, the greater the opportunity to achieve a successful outcome.

## Russell's Advice

If I could offer one piece of advice after more than thirty years working with landowners, it would be this:

**Don't make decisions based on rumours.**

**Don't make decisions based on fear.**

**And don't make decisions based solely on price.**

Take the time to understand your land, understand today's market and surround yourself with experienced professionals who can help you make informed choices.

Land is often one of the most valuable assets a person will ever own.

It deserves careful thought before any decision is made.

## Key Takeaways

- Most expensive mistakes are avoidable.
- Good preparation can lead to better outcomes.
- Price is only one part of a successful transaction.
- Future value should be considered before agreeing a sale.
- The right selling method depends on the individual circumstances.
- Appropriate professional advice can help reduce risk.
- Decisions should be based on evidence rather than rumours or emotion.
- Waiting does not automatically create more value.
- The best deal is the one that achieves the outcome that matters to you.

## Landowner Checklist

Before agreeing to sell your land:

☐ Have I based my decisions on evidence rather than rumours?

☐ Do I understand the current market value of my land?

☐ Have I properly assessed its realistic potential?

☐ Have I considered the different ways I could sell?

☐ Have I considered whether future value needs protecting?

☐ Am I marketing to the appropriate buyers?

☐ Am I assessing offers on more than price alone?

☐ Am I allowing emotion or fear to influence my decision?

☐ Am I delaying simply because I believe the land will automatically become more valuable?

☐ Have I taken appropriate legal, planning and professional advice?

☐ Am I confident that the decision I am making is right for my circumstances?

Chapter 11

# Frequently Asked Questions

> *"There are very few silly questions when selling land. The more you understand, the better equipped you are to make informed decisions."*

## Introduction

Throughout my career, I've been asked thousands of questions by landowners.

Some are straightforward.

Others are surprisingly complex.

The answers below cover many of the questions I hear most often and should help you better understand the land-selling process.

Every property and every landowner is different, so these answers should be treated as general guidance rather than a substitute for professional advice on your particular circumstances.

## 1. How Do I Know What My Land Is Worth?

The reliable way to assess your land is to consider its current use, planning position, location, market demand and any realistic opportunities that exist today.

Every piece of land is different, and values should never be based solely on what neighbouring land has sold for.

A proper assessment should consider comparable evidence and the characteristics of your particular property.

## 2. Is There a Price Per Acre for Land?

No.

Although agricultural land is sometimes discussed in terms of a price per acre, development land, woodland, equestrian property, commercial sites and other types of land are valued very differently.

Price per acre alone tells you very little about the true value of a property.

A smaller piece of land in the right location with strong demand can be worth considerably more than a much larger parcel with limited opportunities.

## 3. Should I Obtain Planning Permission Before Selling?

Not always.

Sometimes planning permission can significantly increase the value of land.

In other situations, the cost, time and risk involved may outweigh the potential benefit.

Every property should be assessed individually before making that decision.

You should consider the strength of the planning opportunity, the likely increase in value, the costs involved, the timescale and whether there are alternative ways of selling the land.

## 4. Will My Land Automatically Become Development Land?

No.

Many landowners hope their land will eventually receive planning permission.

Some sites do.

Many never will.

Development potential should always be assessed using the current planning position, relevant policies and appropriate professional advice rather than speculation.

The fact that development is taking place nearby does not guarantee that the same will happen to your land.

## 5. What If I Think My Land May Become More Valuable in the Future?

Future value is always possible.

However, future planning policy, market conditions and development opportunities cannot be guaranteed.

If protecting future value is important to you, there may be legal structures that allow you to sell today while retaining an interest in future uplift.

These can include carefully drafted overage provisions or other contractual arrangements.

You should obtain appropriate legal advice before entering into any such agreement.

## 6. Should I Accept the First Offer?

Not necessarily.

The first offer may be the best offer — but equally, it may not.

Every offer should be assessed alongside:

- The buyer's financial position.
- The proposed timescale.
- Conditions attached to the offer.
- Planning requirements.
- Funding arrangements.
- The buyer's ability to complete.
- Your own objectives.

Sometimes accepting an early offer makes perfect sense.

Sometimes allowing the market more time to respond may produce a better result.

The important thing is to make the decision based on evidence rather than pressure.

## 7. Can I Sell Only Part of My Land?

Yes.

Many landowners sell individual fields, development plots or sections of larger holdings while retaining the remainder.

However, selling part of a larger property can raise important questions about:

- Boundaries.
- Access.
- Services.
- Rights of way.
- Future use of the retained land.
- Restrictions affecting either property.

Professional advice should be obtained before agreeing to sell part of a larger holding.

## 8. Do I Need a Solicitor Before Marketing?

It isn't essential.

However, choosing an experienced solicitor early can help avoid delays once a buyer has been found.

If you already know you are going to sell, it can be useful to understand whether there are any title, access or other legal matters that may need attention.

At the very least, make sure you know where your title documents and relevant property information are held.

## 9. How Long Does a Land Sale Take?

Every transaction is different.

A straightforward sale may complete within a matter of weeks.

More complex transactions involving planning, surveys, finance, legal issues or development proposals can take considerably longer.

The timescale can be affected by:

- The type of land.
- The buyer.
- Due diligence.
- Planning.
- Funding.
- Legal issues.
- Surveys.
- The complexity of the contract.

Don't assume that accepting an offer means completion is imminent.

## 10. Do I Have to Sell to a Developer If They Approach Me Directly?

No.

Receiving a direct approach from a developer does not mean you have to accept it.

A direct approach may be genuine and could ultimately result in an excellent transaction.

However, you should still consider whether the offer reflects the market and whether there are other potential buyers.

In many cases, exposing your land to the wider market allows you to compare offers and understand whether better opportunities exist.

## 11. Who Pays the Legal Costs?

In most transactions, each party pays their own legal costs unless different arrangements are agreed during negotiations.

There can be exceptions, particularly where the transaction involves specific contractual arrangements or where one party agrees to contribute towards another party's costs.

Make sure you understand the position before agreeing the final terms.

Your solicitor can explain the costs that apply to your particular transaction.

## 12. What Documents Should I Have Ready?

Helpful documents may include:

- Title Register.
- Title Plan.
- Planning information.
- Site plans.
- Previous planning applications.
- Surveys and reports.
- Photographs.
- Utility information.
- Access details.
- Tenancy or occupation information where relevant.

Don't worry if you don't have everything.

Many documents can be obtained during the sales process.

However, gathering as much information as possible before marketing can help make the process smoother.

## 13. Will Buyers Carry Out Surveys?

Often, yes.

Depending on the property and the buyer's intended use, they may commission:

- Environmental reports.
- Flood assessments.
- Ecological surveys.
- Topographical surveys.
- Ground investigations.
- Building surveys.
- Highway assessments.
- Drainage investigations.

The level of investigation will depend on the type of property and the proposed transaction.

This is a normal part of a buyer's due diligence and should not automatically be viewed as a sign that there is a problem.

## 14. What Happens If the Buyer Withdraws?

Until contracts have been exchanged, either party may generally be able to withdraw from the transaction, subject to the circumstances and any contractual arrangements already in place.

While this can be extremely disappointing, it is sometimes part of the land-selling process.

The buyer may have discovered an issue with:

- Planning.
- Finance.
- Title.
- Access.
- Surveys.
- Viability.
- Their own circumstances.

Good preparation and maintaining interest from alternative buyers can reduce the impact if a transaction does not proceed.

## 15. Can I Continue Using My Land While It Is Being Marketed?

Usually, yes.

Most agricultural, equestrian and commercial activities can continue as normal unless different arrangements have been agreed.

However, you should consider whether continued use could affect:

- Viewings.
- Access.
- Marketing photographs.
- Health and safety.
- The condition of the property.
- The buyer's proposed use.

If there are tenants, occupiers or other parties using the land, the position should be understood before marketing.

## 16. Should I Tidy the Land Before Marketing?

Presentation always helps.

Simple improvements such as:

- Cutting overgrown grass.
- Removing unnecessary rubbish.
- Clearing access points.
- Tidying existing buildings.
- Maintaining gates and fences.
- Taking good photographs.

can improve buyer confidence.

You don't necessarily need to spend large amounts of money.

The objective is simply to present the land clearly and professionally.

## 17. Will Tax Be Payable When I Sell?

Possibly.

Tax treatment depends on individual circumstances, ownership structure and the type of land being sold.

Potential tax considerations can include:

- Capital Gains Tax.
- Income Tax.
- Inheritance Tax.
- VAT.

The tax implications of land sales can be complicated.

You should therefore seek advice from an appropriately qualified accountant or tax specialist before committing to a sale, particularly where the transaction involves development land or significant sums.

## 18. What If There Are Boundary Disputes?

Boundary issues should be identified and discussed as early as possible.

A disagreement over a boundary doesn't necessarily prevent a sale, but it can create uncertainty and delay.

Where there is any doubt about the legal boundary, compare the title plan with the physical position on the ground and obtain appropriate legal advice.

Resolving uncertainty before marketing will usually create a smoother transaction.

## 19. Should I Instruct a Specialist Land Agent?

There is no requirement to use a specialist land agent.

However, land is a specialist market.

An adviser with experience in land, planning and development may understand opportunities and buyer requirements that a general residential agent may not encounter regularly.

The important thing is to choose an adviser who understands:

- The type of land you own.
- The likely buyers.
- The relevant market.
- How land should be marketed.
- How offers should be assessed.
- How negotiations should be handled.

Whether you sell privately or use a professional adviser is ultimately your decision.

## 20. What Is the Single Most Important Piece of Advice You Can Give?

**Take your time.**

Understand what you own.

Understand today's market.

Understand your realistic options.

Seek appropriate professional advice.

Don't make decisions based on rumours, assumptions or pressure from buyers.

And don't make decisions based solely on the headline price.

**The best land sales are informed decisions — not rushed decisions.**

## Russell's Advice

Every landowner's circumstances are different.

There is rarely one "correct" answer that suits everyone.

The objective isn't simply to sell land.

It's to make the right decision for your circumstances, your finances and your future.

If you're ever uncertain, ask questions.

Good advisers should be happy to explain your options clearly before you commit to anything.

You don't need to know everything about planning, property law, valuation or development.

But you should understand enough to know what questions to ask and when you need specialist help.

## Key Takeaways

- There are no universal answers when selling land.
- Every property should be assessed individually.
- Development potential should never be assumed.
- Professional advice can reduce risk.
- Understanding the process gives you confidence.
- Don't make important decisions based on rumours or pressure.
- An offer should be assessed on more than price.
- Informed decisions almost always produce better outcomes.

## Landowner Checklist

Before making your final decision:

☐ Have all my questions been answered?

☐ Do I understand the selling process?

☐ Have I explored my options?

☐ Do I understand the current value and potential of my land?

☐ Have I considered the different ways I could sell?

☐ Have I considered whether future value needs protecting?

☐ Have I assessed offers on more than price alone?

☐ Have I taken professional advice where needed?

☐ Am I comfortable with the decision I am making?

☐ Am I confident that this is the right decision for my circumstances?

***Next Chapter***

You're now ready to bring everything together.

The final chapter will provide **The Complete Landowner Selling Checklist** — a practical, step-by-step guide you can use before, during and after selling your land to make sure nothing important is overlooked.

Chapter 12

# Your Complete Landowner Selling Checklist

*"The best land sales are planned decisions, not rushed decisions."*

This final chapter brings together the key points covered throughout the handbook.

Selling land can involve many different decisions, and it is easy to lose sight of the bigger picture once the process gets underway.

Use this checklist as a practical reference.

You don't have to complete every item in exactly this order, and not every point will apply to every property.

The objective is simply to make sure that the important questions have been considered before you commit to a sale.

## Stage 1 — Before You Sell

### Understand Your Objectives

☐ Why am I considering selling?

☐ Do I need to sell now, or am I prepared to wait?

☐ How important is certainty to me?

☐ Do I need the proceeds by a particular date?

☐ Am I primarily looking for the highest price, or the best overall outcome?

☐ Would I consider retaining some future value?

☐ How much time and involvement am I prepared to commit to the process?

## Stage 2 — Understand What You Own

### Establish the Property Position

☐ Do I understand exactly what land I own?

☐ Do I have the current Title Register?

☐ Do I have the Title Plan?

☐ Are the physical boundaries consistent with the title?

☐ Are there any boundary uncertainties?

☐ Do I understand the access arrangements?

☐ Are there rights of way or easements?

☐ Are there restrictive covenants or other restrictions?

☐ Are there tenants, occupiers or other third-party interests?

☐ Am I selling the whole property or only part of a larger holding?

If you are selling part of a larger holding, consider the consequences for:

- Access.
- Services.
- Rights of way.
- Boundaries.
- The retained land.
- Future use of the retained land.

Obtain appropriate professional advice where necessary.

## Stage 3 — Understand Your Land's Current Value

### Assess the Market Position

☐ What is the current lawful use of the land?

☐ What type of buyer is most likely to be interested?

☐ What comparable evidence is available?

☐ Are the comparable properties genuinely similar?

☐ Have I considered location?

☐ Have I considered access?

☐ Have I considered services?

☐ Have I considered physical characteristics and constraints?

☐ Have I considered current market demand?

☐ Am I relying on actual evidence rather than rumours or asking prices?

☐ Have I considered whether a professional valuation or market appraisal would be useful?

Remember:

**There is no universal price per acre.**

Land needs to be assessed according to its individual characteristics and market.

## Stage 4 — Consider Development Potential

### Look Beyond Today's Use

☐ Could the land realistically have another use?

☐ Is it within or adjoining an existing settlement?

☐ What does the current planning policy say?

☐ Is there relevant planning history?

☐ Has planning permission previously been granted or refused?

☐ Are there access or highway issues?

☐ Are there flooding constraints?

☐ Are there ecological or environmental constraints?

☐ Are there landscape or heritage considerations?

☐ Are services available?

☐ Are there existing buildings that may have alternative potential?

☐ Have I distinguished between a possibility and a realistic opportunity?

☐ Have I taken appropriate planning advice where necessary?

Remember:

**Potential is not the same as planning permission.**

## Stage 5 — Decide Whether to Pursue Planning

Before spending significant money on planning work, consider:

☐ What additional value might planning create?

☐ What will the planning process cost?

☐ How long could it take?

☐ What are the risks?

☐ Who would carry those risks?

☐ Could I sell the land without pursuing planning?

☐ Could a buyer pursue planning instead?

☐ Would a subject-to-planning sale be appropriate?

☐ Could a promotion agreement be appropriate?

☐ Could an option or conditional arrangement be appropriate?

☐ Would overage or another structure potentially protect future value?

Obtain appropriate professional and legal advice before committing to complex arrangements.

## Stage 6 — Prepare the Land for Sale

### Gather Your Information

☐ Title Register.

☐ Title Plan.

☐ Planning information.

☐ Previous planning applications.

☐ Planning permissions and conditions.

☐ Site plans.

☐ Existing surveys and reports.

☐ Photographs.

☐ Access information.

☐ Utility information.

☐ Tenancy or occupation information.

☐ Information relating to existing buildings.

☐ Relevant agreements or correspondence.

You don't necessarily need every possible report before marketing.

Ask:

**"What information is genuinely needed at this stage?"**

Avoid spending money simply for the sake of appearing prepared.

## Stage 7 — Prepare the Property

### Presentation

☐ Are the boundaries clearly identifiable?

☐ Is the access clear?

☐ Are unnecessary items or rubbish removed?

☐ Are overgrown areas dealt with where appropriate?

☐ Are buildings presented reasonably?

☐ Are gates and fences in reasonable condition?

☐ Do I have good photographs?

☐ Would aerial photography help explain the property?

☐ Do I have an appropriate site plan?

The objective is not to transform the land.

It is to present it clearly and professionally.

## Stage 8 — Choose Your Selling Strategy

Consider which route best fits your circumstances.

☐ Unconditional sale.

☐ Sale subject to planning.

☐ Planning permission before sale.

☐ Promotion agreement.

☐ Option agreement.

☐ Conditional contract.

☐ Overage or another future-value arrangement.

Then ask:

☐ What price might each route achieve?

☐ How long could each route take?

☐ What costs are involved?

☐ What risks am I taking?

☐ How much control do I retain?

☐ How certain is the eventual sale?

☐ Which route best fits my personal objectives?

There is no universally correct answer.

## Stage 9 — Market the Land

### Identify the Right Buyers

☐ Who is most likely to buy my land?

☐ Neighbouring farmers?

☐ Developers?

☐ Self-builders?

☐ Investors?

☐ Commercial businesses?

☐ Leisure operators?

☐ Specialist buyers?

☐ Other landowners?

### Marketing

☐ Is the description accurate?

☐ Does it clearly explain the opportunity?

☐ Are the photographs professional?

☐ Are appropriate plans available?

☐ Am I using suitable marketing channels?

☐ Should the land be exposed to the wider market?

☐ Should known potential buyers be approached directly?

☐ Is the asking-price strategy appropriate?

☐ Have I considered whether to advertise a figure or invite offers?

## Stage 10 — Manage Enquiries

When enquiries begin:

☐ Provide accurate information.

☐ Answer questions promptly.

☐ Don't exaggerate the potential.

☐ Don't make unsupported planning claims.

☐ Identify serious buyers.

☐ Understand proposed use.

☐ Understand likely funding.

☐ Understand the buyer's timescale.

☐ Keep a record of enquiries and offers.

Remember:

**A large number of enquiries does not necessarily mean a successful marketing campaign.**

The quality of the buyers matters.

## Stage 11 — Assess Offers

When an offer arrives, don't look only at the headline figure.

Ask:

☐ Who is the buyer?

☐ What experience do they have?

☐ Can they complete?

☐ How is the purchase being funded?

☐ Is the offer unconditional?

☐ If conditional, what are the conditions?

☐ Is planning required?

☐ Who carries the planning risk?

☐ How long will completion take?

☐ Is exclusivity requested?

□ Are there other contractual requirements?

□ Does the offer actually meet my objectives?

### Compare the Whole Deal

**Price**

**Certainty**

**Buyer Strength**

**Conditions**

**Timescale**

=

**Overall Proposition**

The highest offer isn't automatically the best offer.

## Stage 12 — Negotiate

Before negotiating:

□ Know what matters most to me.

□ Know what I am prepared to compromise on.

□ Know what I am not prepared to compromise on.

During negotiations:

□ Don't negotiate against myself.

□ Understand the buyer's position.

□ Consider the whole deal.

□ Don't give away something valuable for nothing.

□ Use genuine competition honestly.

□ Consider price and terms together.

□ Don't become emotional.

□ Know when further negotiation may risk losing a good transaction.

When agreement is reached:

□ Make sure the commercial terms are clearly recorded.

□ Pass the agreed terms to the appropriate professional advisers.

## Stage 13 — Progress the Legal Sale

Once an offer has been agreed:

☐ Instruct an appropriate solicitor.

☐ Provide the required title information.

☐ Provide planning documents.

☐ Respond promptly to enquiries.

☐ Cooperate with reasonable due diligence.

☐ Understand any searches being undertaken.

☐ Provide information about access and services.

☐ Deal with any issues that arise.

☐ Understand the draft contract.

☐ Make sure agreed commercial terms are reflected correctly.

Remember:

**An accepted offer is not the same as an exchanged contract.**

## Stage 14 — Exchange of Contracts

Before exchange:

☐ Do I understand the contract?

☐ Do I understand any special conditions?

☐ Do I understand any overage provisions?

☐ Do I understand access and retained rights?

☐ Do I understand the completion arrangements?

☐ Have I raised any questions with my solicitor?

☐ Am I satisfied that the agreed terms are correct?

Once contracts are exchanged, the parties are generally legally committed to complete in accordance with the contract.

## Stage 15 — Completion

Before completion:

☐ Is the completion date confirmed?

☐ Have all required documents been dealt with?

☐ Have any outstanding matters been resolved?

☐ Is my solicitor ready to complete?

☐ Do I understand what happens on completion?

After completion:

☐ Has the purchase money been received?

☐ Has my solicitor confirmed completion?

☐ Are there any continuing obligations?

☐ Does any overage or future payment arrangement remain?

☐ Are there any retained rights or restrictions I need to understand?

### Stage 16 — After the Sale

The sale may be complete, but there may still be matters to deal with.

☐ Keep copies of the sale documentation.

☐ Keep records of relevant professional fees and costs.

☐ Discuss the tax position with an appropriate adviser.

☐ Understand any continuing contractual obligations.

☐ Keep records relating to overage or future payments where applicable.

☐ Review what you want to do with the proceeds of the sale.

## The Complete Landowner Decision Check

Before you finally commit to selling, ask yourself:

#### About the Land

☐ Do I understand what I own?

☐ Do I understand the current planning position?

☐ Do I understand its current market value?

☐ Have I properly considered its realistic potential?

#### About the Sale

☐ Do I understand the different selling routes?

☐ Have I chosen the route that best fits my circumstances?

☐ Have I marketed the land appropriately?

☐ Have I reached the right potential buyers?

#### About the Buyer

☐ Do I understand who they are?

☐ Can they complete?

☐ Do I understand their funding?

☐ Have I considered their proposed timescale?

### About the Offer

☐ Have I considered more than the headline price?

☐ Do I understand all conditions?

☐ Have I considered certainty?

☐ Have I considered future value?

☐ Have I negotiated the whole deal?

### About the Legal Process

☐ Do I have appropriate legal advice?

☐ Have I provided the information required?

☐ Do I understand the contract?

☐ Do I understand the difference between acceptance, exchange and completion?

### About Myself

☐ Am I making this decision based on evidence?

☐ Am I allowing emotion or pressure to influence me?

☐ Am I comfortable with the level of risk?

☐ Am I comfortable with the timescale?

☐ Does this transaction achieve what I actually want

## The Golden Rules of Selling Land

If you remember nothing else from this handbook, remember these:

### 1. Understand What You Own

You can't make a good decision about your land until you understand the asset.

### 2. Understand What It Is Worth Today

Don't base your expectations on rumours, asking prices or what somebody thinks it might be worth.

### 3. Separate Potential From Reality

Development potential can be valuable, but potential is not the same as planning permission.

### 4. Consider Your Options

You don't necessarily have to choose between selling immediately and doing everything yourself.

### 5. Prepare Properly

Good information makes the selling process easier.

### 6. Market to the Right Buyers

The objective isn't maximum exposure.

It is **relevant exposure**.

### 7. Look Beyond the Headline Price

The strongest offer is not necessarily the highest offer.

### 8. Negotiate the Whole Deal

Price, certainty, conditions, timescale and risk all matter.

### 9. Take Appropriate Professional Advice

You don't need every adviser available.

But you do need the right advice when it matters.

### 10. Don't Rush

Land is often one of the most valuable assets you will ever sell.

Take the time to understand the decision before committing.

## Final Message to Landowners

Selling land can be complicated.

There may be planning questions, valuation questions, legal issues, negotiations and decisions about timing and strategy.

But the process becomes much easier when you understand what you are trying to achieve and take each decision one step at a time.

There is no single formula that works for every piece of land.

A farmer selling an agricultural field has different considerations from a landowner selling a development site.

A landowner who needs certainty today may make a different decision from someone who is prepared to wait several years for greater potential value.

Neither is necessarily right or wrong.

The right decision is the one that makes sense for **your land, your circumstances and your objectives**.

The most important thing is to make that decision with your eyes open.

Understand the asset.

Understand the market.

Understand the opportunities.

Understand the risks.

Understand the alternatives.

And when you need specialist help, get the right advice.

> **Good land decisions aren't about predicting the future. They're about making informed decisions with the information available today.**

# Meet Russell

## About the Author

Selling land can look straightforward from the outside.

Put the land on the market, find a buyer, agree a price and complete the sale.

In reality, land transactions can be considerably more complicated.

Planning, development potential, valuation, marketing, negotiations, legal matters and the individual circumstances of the landowner can all have a significant influence on the eventual outcome.

I have spent more than 30 years working across property, construction, development and land, including working directly with landowners on planning, development opportunities, land promotion and the sale of property and development sites.

That experience has given me an appreciation of just how different every piece of land can be — and how important it is for landowners to understand their options before making decisions.

Over the years, I have seen excellent opportunities.

I've also seen landowners make decisions based on assumptions, informal advice or an attractive headline figure without fully understanding what they were actually agreeing to.

Sometimes the difference between a good result and a disappointing one isn't the land itself.

It is **the decisions made along the way**.

## Why I Wrote This Handbook

I wrote this handbook because there is a huge amount of information available about property, planning and development, but it is often spread across different websites, professional reports and specialist publications.

For someone who owns land but doesn't work in the property industry, it can be difficult to know where to start.

You may have questions such as:

**What is my land actually worth?**

**Does it have development potential?**

**Should I apply for planning before selling?**

**Should I sell now or wait?**

**How do I find the right buyers?**

**Is the highest offer necessarily the best offer?**

**What happens after I accept an offer?**

And perhaps the most important question:

**How do I make sure I don't make an expensive mistake?**

This handbook is designed to help answer those questions.

## The Importance of Making Informed Decisions

I don't believe landowners need to become planning experts, property lawyers or professional valuers before they can make sensible decisions about their land.

But I do believe they should understand the fundamentals.

You should know what you own.

You should understand the factors that influence its value.

You should understand realistic potential.

You should know what your selling options are.

And when professional advice is required, you should understand **why you are taking that advice and what questions you need to ask**.

That knowledge gives you confidence.

It also puts you in a much stronger position when dealing with buyers and professional advisers.

## A Practical Guide, Not a Sales Brochure

This handbook has been written primarily as an educational resource.

It is not intended to tell every landowner that there is a development opportunity on their property, nor is it intended to suggest that there is one particular way of selling land.

Sometimes the best decision will be to sell immediately.

Sometimes it may make sense to explore planning potential first.

Sometimes a landowner may decide to enter into a promotion agreement, option or another form of planning-led transaction.

And sometimes the best decision may simply be to keep the land.

The right answer depends on the land, the market and — importantly — **you**.

My aim is to give you enough information to understand the choices available and make better-informed decisions about what happens next.

## A Final Word Before You Begin

If you are considering selling land, don't feel that you have to make a decision immediately.

Take the time to understand what you own.

Ask questions.

Challenge assumptions.

Look at the evidence.

Get professional advice where it is appropriate.

And remember that there is rarely a single route that is right for every landowner.

The more you understand before making a decision, the greater your chances of achieving an outcome that works for you.

I hope this handbook helps you do exactly that.

**Russell Compton**
Author of *The Complete Landowner's Handbook*

# About Your Landstore

## Helping Landowners Sell Land

Selling land is rarely as simple as putting a price on a piece of property and finding a buyer.

The right approach depends on the land, the market, the likely buyers and, importantly, what the landowner wants to achieve.

**Your Landstore is a land agency focused on helping landowners sell their land.**

Our role is to guide landowners through the selling process — from establishing an appropriate market value and preparing the property for sale, through to marketing, managing buyer interest, negotiating offers and progressing the transaction.

The objective is simple:

**To help landowners make informed decisions and achieve the best overall outcome from the sale of their land.**

## Understanding the Market Value

Establishing an appropriate market value is an important first stage of selling land.

Before marketing begins, we need to understand what the land may realistically achieve in the current market.

That involves considering factors such as:

- The location.
- Existing use.
- Planning position.
- Access.
- Services.
- Physical characteristics.
- Comparable market evidence.
- Likely buyers.
- Current market demand.

This helps establish a realistic marketing strategy.

The objective isn't simply to put the highest possible figure on the land.

An unrealistic asking price can discourage buyers and prevent the market from responding properly.

Equally, pricing the land too low could mean failing to maximise the opportunity.

Understanding the market is therefore an important part of **selling the land successfully**.

## Preparing the Land for Market

Once the land and its market value have been considered, the next stage is preparing it for sale.

This can include:

- Gathering title and property information.
- Reviewing planning history.
- Preparing plans and photographs.
- Identifying the likely buyer market.
- Preparing the property description.
- Establishing the appropriate marketing strategy.

The level of preparation will depend on the type and complexity of the land.

The objective is to make sure potential buyers have enough accurate information to understand the opportunity.

## Marketing to the Right Buyers

Good land marketing is about more than putting an advert online.

Different types of land attract different buyers.

Your Landstore's role is to identify the appropriate market and expose the land to potential purchasers through suitable marketing channels.

Depending on the property, this may include:

- Specialist land marketing.
- Online property platforms.
- Direct approaches to relevant buyers.
- Developers and investors.
- Local and neighbouring interests.
- Social media and digital marketing.
- Other appropriate channels.

The aim is to generate **genuine buyer interest and competition where possible**.

## Managing Offers and Negotiations

When offers are received, the headline price is only one consideration.

We help landowners understand the wider terms of each proposal, including:

- The buyer.
- Price.
- Funding.
- Conditions.
- Planning requirements.
- Timescale.
- Certainty.
- Other contractual considerations.

The highest offer isn't necessarily the best offer.

The objective is to identify the deal that provides the best overall outcome for the landowner.

## What About Development Potential?

Selling land and assessing development potential are related, but they are not the same thing.

Some landowners may simply want to sell their land in its existing use.

Others may want to understand whether there is an opportunity to increase its value through planning or an alternative development use.

Where development potential needs to be explored, this can be assessed separately through **Revive Estates Group**, which focuses on planning and development opportunities.

This means a landowner can consider two distinct questions:

**Your Landstore:**

> *"How do I sell my land and what could it realistically achieve in the current market?"*

**Revive Estates Group:**

> *"Does this land have realistic development or planning potential that could increase its value?"*

In some circumstances, understanding both can help a landowner make a better-informed decision about how and when to sell.

## Your Land. Your Decision.

There is no single route that is right for every landowner.

You may decide to:

- Sell immediately.
- Test the open market.
- Sell to a particular type of buyer.
- Explore development potential first.
- Sell subject to planning.
- Consider a planning-led sale.
- Retain the land.

Our role is to help you understand the selling opportunity and then support you through the process if you decide that selling is the right choice.

**You own the land. You make the decision.**

We provide the market knowledge, marketing and support to help you make that decision with confidence.

## Thinking About Selling?

If you are considering selling land and would like to understand **what it could realistically achieve and how it might best be marketed**, Your Landstore can provide an initial discussion about your property and your objectives.

**Your Landstore**
*Helping landowners sell land.*

# Glossary

**Affordable Housing**

Housing provided to eligible households at below-market prices or rents, subject to specific eligibility and affordability requirements. The proportion and type of affordable housing required can affect the viability and value of a development proposal.

**Agricultural Land**

Land primarily used for agricultural purposes, such as growing crops, grazing livestock or other agricultural activities.

**Amenity Land**

Land that may have value because of its recreational, environmental, visual or lifestyle appeal rather than its primary agricultural or development use.

**Biodiversity Net Gain (BNG)**

An approach to development intended to leave biodiversity in a measurably better state than before development. Certain developments in England are subject to mandatory biodiversity net gain requirements.

**Building Regulations**

Technical standards governing the design and construction of buildings to ensure requirements relating to matters such as structural safety, fire safety, energy efficiency and accessibility are met.

**Conditional Contract**

A contract under which completion is dependent upon specified conditions being satisfied. For example, a land purchase may be conditional upon obtaining an acceptable planning permission.

**Completion**

The point at which a property transaction legally completes and the purchase money is paid in accordance with the contract.

**Comparable Evidence**

Information about similar properties or land transactions used to help assess market value.

**Conservation Area**

An area designated by a local planning authority because of its special architectural or historic interest. Development within or affecting a conservation area may be subject to additional planning considerations.

**Covenants**

Legal obligations or restrictions affecting land. Covenants can restrict how land is used or impose obligations on the owner.

**Community Infrastructure Levy (CIL)**

A charge that some local authorities can impose on certain types of development to help fund infrastructure required to support growth.

**Development**

The carrying out of building, engineering, mining or other operations, or a material change of use of land or buildings, as defined by planning legislation.

**Development Plan**

The collection of planning policy documents that guide decisions about development and land use within a local planning authority's area.

**Development Potential**

The possibility that land could be used for a different or more valuable purpose, subject to planning, physical, legal, financial and market considerations.

Potential should not be confused with planning permission.

**Development Value**

The value land may achieve when assessed in relation to a potential development or alternative use, taking into account the costs, risks and requirements associated with achieving that use.

**Due Diligence**

The investigations carried out by a buyer and their professional advisers before committing to a purchase.

This may include investigations into title, planning, access, environmental matters, services, flooding, ground conditions and development potential.

**Easement**

A legal right enjoyed by one property over another, such as a right of way or right to use services.

**Exchange of Contracts**

The point at which contracts are formally exchanged between the parties. Once contracts have been exchanged, the parties are generally legally committed to complete the transaction in accordance with the contract.

**Flood Risk**

The likelihood that land may be affected by flooding. Flood risk can be an important consideration when assessing development potential.

**GDV — Gross Development Value**

The estimated total value of a completed development once all the proposed units or properties have been sold.

GDV is commonly used when assessing the financial viability of development land.

**Green Belt**

Areas designated through the planning system to help prevent urban sprawl and protect the openness of land around built-up areas.

Green Belt land is subject to specific planning policies and restrictions.

**Ground Conditions**

The physical characteristics of the ground beneath a site, including matters such as soil, geology, contamination, stability and other factors that may affect development.

**Highway**

A route over which the public generally has a right of passage, including roads and certain other routes.

Highway matters can be particularly important when assessing development proposals and access arrangements.

**Hope Value**

An element of value that may reflect the possibility of achieving a more valuable future use of land, despite that use not currently being permitted.

Hope value should not be confused with the value of land that already has planning permission.

**Land Registry**

The government body responsible for maintaining the register of land and property ownership in England and Wales.

**Longstop Date**

A final date specified within a contract by which a particular condition or event must occur. If it does not occur by that date, the contract may provide rights for one or both parties to terminate.

**Market Value**

An estimate of the price at which an asset might reasonably be expected to exchange between a willing buyer and willing seller, appropriately informed and acting without compulsion.

The precise definition used can depend on the professional context and valuation standard being applied.

**Option Agreement**

An agreement giving a party the right, but generally not the obligation, to purchase land within a specified period and on agreed terms.

Options can be used where a buyer needs time to investigate a site or pursue planning.

**Overage**

A contractual arrangement under which the seller may receive an additional payment if a specified future event occurs after the sale.

The trigger might relate to planning permission, development or another defined increase in value.

Overage provisions need careful legal drafting.

**Permitted Development**

Certain forms of development that may be carried out without requiring a full planning application, subject to specific rules and limitations.

Permitted development rights vary depending on the type of property, development and circumstances.

**Planning Application**

A formal application made to a local planning authority seeking permission for a proposed development or change of use.

**Planning Permission**

Formal permission granted by a local planning authority allowing specified development to take place, usually subject to conditions.

**Planning Policy**

Policies established through the planning system that guide decisions about the development and use of land.

**Planning Promotion**

The process of actively pursuing planning permission or planning allocation for land with the intention of increasing its attractiveness and value before sale.

A promotion agreement may be used to formalise the relationship between a landowner and promoter.

**Planning Refusal**

A decision by a local planning authority to refuse a planning application.

A refusal does not necessarily mean that no future development is possible, but the reasons for refusal need to be understood.

**Planning Risk**

The uncertainty associated with obtaining planning permission or achieving a particular development proposal.

**Planning Strategy**

The proposed approach for addressing the planning position of a site, including identifying potential uses, relevant policy considerations, constraints and the appropriate route towards planning permission where appropriate.

**Promotion Agreement**

An agreement under which a promoter works to obtain planning permission or otherwise promote land for development, usually in return for an agreed share of the eventual sale proceeds.

**Section 106 Agreement**

A legal agreement associated with a planning permission that can require a developer or landowner to undertake specified obligations or make contributions related to the development.

**Self-Build**

A property constructed for an individual or group who intend to occupy the completed property themselves, rather than a conventional developer building properties primarily for sale.

**Site Allocation**

Land specifically identified within a local planning authority's planning documents as being suitable or potentially suitable for a particular type of development.

**Site Plan**

A plan showing the location and boundaries of a property or development site, often showing existing features and/or proposed development.

**Strategic Land**

Land that may have potential for future development but is not necessarily currently allocated or benefiting from planning permission.

Strategic land is often promoted through the planning system over a longer period.

**Title**

The legal basis of ownership of a property or piece of land.

**Title Plan**

The plan associated with a registered property title showing the general extent of the registered land.

**Title Register**

The Land Registry document containing information about the registered ownership and legal matters affecting a property.

**Unconditional Sale**

A sale where the buyer's obligation to complete is not dependent on a future event such as obtaining planning permission.

**Viability**

An assessment of whether a proposed development is financially capable of being delivered after allowing for costs, land value, finance, planning obligations, developer profit and other relevant factors.

**Wayleave**

An agreement giving a person or organisation permission to install, maintain or access infrastructure or services across land, such as electricity or telecommunications equipment.

**Yield**

A measure of the income generated by an investment relative to its value or purchase price. It is more commonly relevant to investment property than straightforward land sales.

## A Final Note About Technical Terms

Land transactions can involve highly specialised terminology, and the same term can sometimes have a more specific meaning depending on the legal, planning or valuation context in which it is used.

This glossary is intended as a **plain-English guide**, not a substitute for professional advice.

If a solicitor, planner, surveyor, valuer or other professional uses a term you don't understand, **ask them to explain it**.

You should never feel that you have to agree to something simply because you don't understand the terminology.

Understanding the language is one of the first steps towards understanding the deal.

# Useful Resources

## Information and Resources for Landowners

The internet contains a huge amount of information about land, planning and property.

The difficulty is knowing which sources can be relied upon.

The resources below are useful starting points for researching your land, understanding planning matters and finding official information.

They are not intended to replace professional advice, but they can help you understand the information available and ask better questions when speaking to your advisers.

## HM Land Registry

**What it is useful for:**

HM Land Registry provides information relating to registered land and property in England and Wales.

Landowners can use it to investigate matters including:

- Ownership.
- Title information.
- Title plans.
- Registered charges.
- Certain rights and restrictions affecting the property.

If you are considering selling land, understanding your title is an important starting point.

**Website:**
HM Land Registry

## Planning Portal

**What it is useful for:**

The Planning Portal provides information about the planning system in England and Wales and is a useful starting point for understanding planning applications, permitted development and other planning matters.

It can also be used to access information and guidance about making planning applications.

**Website:**
[Planning Portal]

## Your Local Planning Authority

Your local planning authority is one of the most important sources of information about the planning position affecting your land.

The relevant authority can provide access to information such as:

- Local planning policies.
- Local Plan documents.
- Planning applications.
- Planning decisions.
- Planning constraints.
- Planning guidance.
- Development proposals.

Most local authorities provide an online planning portal where you can search for applications and decisions relating to your land and surrounding area.

**Useful starting point:** Search for your local authority's planning department and planning application search.

## DEFRA

The **Department for Environment, Food & Rural Affairs (DEFRA)** is responsible for government policy covering areas including farming, the environment, rural affairs and natural resources.

Its information can be particularly relevant to landowners involved in:

- Agriculture.
- Rural land.
- Environmental matters.
- Farming.
- Biodiversity.
- Natural resources.

**Website:**
[Department for Environment, Food & Rural Affairs (DEFRA)]

## MAGIC Maps

**MAGIC** — the Multi-Agency Geographic Information for the Countryside — provides access to a wide range of environmental and geographic information.

It can be particularly useful when initially investigating land and identifying potential environmental or planning considerations.

Depending on the land, information available can include matters relating to:

- Protected sites.
- Landscape designations.
- Habitats.
- Heritage.
- Environmental constraints.
- Agricultural information.

It is an excellent research tool, but information shown on mapping systems should always be checked and interpreted appropriately before important decisions are made.

**Website:**
[MAGIC Map]

### Environment Agency

The Environment Agency provides information relating to environmental matters in England.

For landowners, one particularly important area is **flood risk**.

Flood risk can be a significant consideration when assessing development potential, and checking available flood information can be a useful early step when investigating land.

The Environment Agency also provides information relating to a range of other environmental matters.

**Website:**
[Environment Agency]

### Historic England

Historic England provides information and advice relating to the historic environment in England.

This can be particularly relevant where land is affected by:

- Listed buildings.
- Conservation areas.
- Scheduled monuments.
- Registered parks and gardens.
- Archaeological considerations.
- Other heritage assets.

Heritage considerations can influence what development may be possible and how proposals need to be designed.

**Website:**
[Historic England]

### National Highways

Where land is located close to major strategic roads, highways considerations can be particularly important.

National Highways is responsible for operating, maintaining and improving England's motorways and major A roads.

Information about the strategic road network can therefore be relevant when considering land with potential access to or development implications involving major roads.

**Website:**
[National Highways]

## Other Useful Sources

The resources above are particularly useful starting points, but there are other sources of information that may be relevant depending on your land.

**Local Authority Mapping**

Many councils provide online mapping systems showing planning designations, policies and other local information.

**Local Plan Documents**

Your Local Plan is particularly important when considering future development potential.

It can help you understand how the local authority intends land to be used and where future development may be directed.

**Planning Application Registers**

Previous planning applications can provide useful evidence about how a site or surrounding area has been considered by the planning authority.

However, historic decisions should not automatically be treated as evidence that the same outcome would be achieved today.

**Flood Risk Mapping**

Flood information can be an important early consideration when assessing development potential.

**Environmental Mapping**

Environmental designations and constraints should be considered before assuming that a particular development opportunity is achievable.

## Using Online Information Carefully

Online resources are extremely useful.

However, they should be treated as **research tools rather than definitive professional advice**.

Information can be:

- Out of date.
- Incomplete.
- Subject to interpretation.
- Shown at a different level of accuracy.
- Superseded by newer policy or information.

This is particularly important when making decisions about development potential.

For example, finding a piece of land on a map does not automatically mean that the information shown applies in precisely the way you assume.

Likewise, finding a planning policy or previous application doesn't mean that planning permission will necessarily be granted for a future proposal.

## When Should You Get Professional Advice?

Online research is a useful starting point.

But there comes a point where professional advice becomes important.

Depending on your circumstances, this might include:

**Land Agent**

For advice about the market, marketing strategy, buyers, offers and the sale of land.

**Planning Consultant**

For advice about planning potential, planning policy and development opportunities.

**Solicitor**

For title, contracts, rights, restrictions, options, promotion agreements, overage and the legal process.

**Chartered Surveyor / Valuer**

Where a formal valuation or specialist property advice is required.

**Architect**

Where development proposals need to be designed or assessed.

**Ecologist**

Where ecological constraints or biodiversity matters need to be investigated.

**Highways Consultant**

Where access or highway matters are important to a development proposal.

**Tax Adviser / Accountant**

Where the tax implications of selling or developing land need to be considered.

You don't necessarily need all of these professionals.

The appropriate advice depends entirely on the land and the decisions you are considering.

# A Final Word on Research

One of the best things a landowner can do is **learn enough to ask better questions**.

You don't need to interpret every planning policy yourself.

You don't need to become an expert in land law.

And you don't need to understand every technical report.

But spending some time researching your own land can help you understand what your professional advisers are telling you and identify the questions you need to ask.

Use reliable sources.

Check that information is current.

And where an important financial or legal decision depends on the information, obtain appropriate professional advice.

**Resource Disclaimer**

The websites and organisations listed in this section are provided as **general information resources**.

Websites, policies, legislation and guidance can change, and the inclusion of a resource does not constitute an endorsement of any particular organisation or professional service.

Always check the current information and obtain appropriate professional advice before making significant decisions about your land.

PRACTICAL TOOLS

# WORKSHEETS & PRACTICAL TOOLS

Practical tools to help you prepare, assess and manage your land sale.

## Worksheets & Practical Tools

### Using These Worksheets

The following worksheets are designed to help you apply the information in this handbook to your own circumstances.

You don't need to complete every section immediately.

Some questions may require information from your solicitor, planning consultant, surveyor or other professional adviser.

The purpose is to help you organise your thoughts, identify missing information and make better-informed decisions.

# Worksheet 1

# Understanding Your Land

**Property Details**

**Property / Site Name:**

**Location:**

**Postcode:**

**Approximate Land Area:**

**Current Use:**

**Registered Owner(s):**

**What Does the Property Include?**

Tick everything that applies:

☐ Agricultural land

☐ Development land

☐ Garden land

☐ Woodland

☐ Equestrian facilities

☐ Buildings

☐ Commercial property

☐ Residential property

☐ Ponds / lakes / water features

☐ Access roads / tracks

☐ Other:

**Existing Features**

Describe the main features of the land:

**Access**

How is the land accessed?

Are there any known access rights or restrictions?

**Services**

Which services are available?

☐ Mains water

□ Electricity

□ Gas

□ Mains drainage

□ Telephone / broadband

□ None known

□ Other:

**Things I Need to Investigate**

# Worksheet 2

# Understanding Your Land's Value

The purpose of this worksheet isn't to calculate a formal valuation.

It is to help you think about the factors that may influence market value.

**Current Use**

What is the land worth based on its current use?

**Comparable Land**

Have you identified similar land that has recently been marketed or sold?

**Property:** ________________________________

**Location:** ________________________________

**Price:** ____________________________________

**Date:** _____________________________________

**Why is it comparable?**

**Other Potential Buyers**

Who might be interested in your land?

☐ Farmer

☐ Neighbouring landowner

☐ Developer

☐ Self-builder

☐ Investor

☐ Commercial operator

☐ Equestrian buyer

☐ Leisure / tourism operator

☐ Conservation buyer

☐ Other:

**Factors That Could Increase Value**

**Factors That Could Reduce Value**

**My Initial View of Market Value**

£___________________________________________

**Why have I arrived at this figure?**

# Worksheet 3

# Understanding Your Land's Potential

This worksheet is particularly useful if you are wondering whether your land could have a more valuable future use.

It is **not a planning assessment** and should not be treated as confirmation that development is achievable.

**Planning**

☐ Is the land within or close to a settlement?

☐ Is the land identified within a Local Plan?

☐ Is there relevant planning history?

☐ Has neighbouring land received planning permission?

☐ Are there existing buildings?

☐ Could an alternative use be relevant?

**Access**

☐ Is there an existing road access?

☐ Is the access suitable for the potential use?

☐ Could highway improvements be required?

**Services**

☐ Is mains water available?

☐ Is electricity available?

☐ Is mains drainage available?

☐ Are other services available?

**Environmental Considerations**

☐ Is the land potentially affected by flood risk?

☐ Are there trees or hedgerows?

☐ Could ecology be an issue?

☐ Are there landscape designations?

☐ Are there heritage considerations?

**Physical Constraints**

☐ Is the land level?

☐ Are there known ground conditions?

□ Are there drainage issues?

□ Are there unusual site constraints?

**My Initial Assessment**

What appears promising?

What concerns me?

What needs further investigation?

# Worksheet 4

# Choosing Your Selling Strategy

Consider which route may be most appropriate for you.

**Option 1 — Sell Now**

**Advantages:**

**Disadvantages:**

**Option 2 — Market Subject to Planning**

**Advantages:**

**Disadvantages:**

**Option 3 — Pursue Planning Before Selling**

**Advantages:**

**Disadvantages:**

**Option 4 — Promotion / Option / Other Arrangement**

**Advantages:**

**Disadvantages:**

**What Matters Most to Me?**

Rank these from **1 = most important** to **6 = least important**.

| Priority | Importance |
| --- | --- |
| Highest possible price | ___ |
| Certainty | ___ |
| Speed | ___ |
| Minimising costs | ___ |
| Protecting future value | ___ |
| Keeping control | ___ |

**My Preferred Route**

**Why?**

# Worksheet 5

# Preparing Your Land for Sale

### Documentation

☐ Title Register

☐ Title Plan

☐ Planning history

☐ Planning permissions

☐ Planning refusals

☐ Existing surveys

☐ Access information

☐ Utility information

☐ Tenancy information

☐ Other relevant documents

### Marketing Material

☐ Property description

☐ Location plan

☐ Site plan

☐ Photographs

☐ Aerial photography

☐ Planning information

☐ Supporting reports

### Property Presentation

☐ Access is presentable

☐ Boundaries are identifiable

☐ Gates / fencing are maintained

☐ Rubbish has been removed where appropriate

☐ Buildings are reasonably presented

☐ Land is accessible for viewings

### Outstanding Items

# Worksheet 6

# Comparing Offers

Never compare offers on price alone.

| | Buyer A | Buyer B | Buyer C |
|---|---|---|---|
| Buyer | | | |
| Price | £ | £ | £ |
| Funding | | | |
| Planning condition | | | |
| Other conditions | | | |
| Deposit | | | |
| Proposed completion | | | |
| Exclusivity | | | |
| Buyer experience | | | |
| Certainty | | | |
| Overall assessment | | | |

**Which Offer Appears Strongest?**

**Why?**

**What Would I Like to Negotiate?**

# Worksheet 7

# Questions to Ask Before Accepting an Offer

Before accepting an offer, consider asking:

**About the Buyer**

**Who is buying the land?**

**Have they completed similar purchases?**

**About Funding**

**How will the purchase be funded?**

**Is finance required?**

**About Conditions**

**Is the offer conditional?**

☐ Yes ☐ No

If yes, what conditions apply?

**About Timing**

**When does the buyer expect to complete?**

**About Exclusivity**

**Is the buyer requesting exclusivity?**

☐ Yes ☐ No

If yes, for how long?

**My Concerns**

# Worksheet 8

# My Land-Selling Plan

Bring everything together.

**My Objective**

Why am I selling?

**My Target Timescale**

**My Expected Market Position**

**My Preferred Selling Route**

**Professional Advice I Need**

☐ Land agent

☐ Planning consultant

☐ Solicitor

☐ Surveyor / valuer

☐ Architect

☐ Ecologist

☐ Highways consultant

☐ Tax adviser

☐ Other:

**Actions I Need to Take**

**1.** ________________________________________

**2.** ________________________________________

**3.** ________________________________________

**4.** ________________________________________

**5.** ________________________________________

**My Next Step**

# The Landowner Decision Test

Before making an important decision about your land, ask yourself five questions:

**1. Do I understand what I own?**

☐ Yes ☐ No

**2. Do I understand what it is worth today?**

☐ Yes ☐ No

**3. Do I understand its realistic potential?**

☐ Yes ☐ No

**4. Do I understand my selling options?**

☐ Yes ☐ No

**5. Do I understand the deal I am being offered?**

☐ Yes ☐ No

If you answer **"No"** to any of these questions, that doesn't necessarily mean you shouldn't proceed.

It simply means there may be something you need to understand before making the decision.

## Important Note

These worksheets are intended as practical tools to help you organise information and think through your options.

They do not constitute:

- A formal valuation.
- Planning advice.
- Legal advice.
- Tax advice.
- Financial advice.

Where a decision involves significant financial, legal or planning consequences, appropriate professional advice should be obtained.