

FOR SALE

Site of Former Allens Centre
Hilton Road, Willenhall,
WV12 5XB



**Resolution to grant outline planning consent for up to 59 dwellings
(Subject to conditions and s106 agreement)**

Approximate site area: 1.34 ha (3.23 acres)

CLOSING DATE FOR OFFERS:

12 Noon Friday 16th February 2024

Asset Management
Walsall Council
Civic Centre
Darwall Street
Walsall WS1 1TP
AssetManagement@walsall.gov.uk

Site of Former Allens Centre, Hilton Road, Willenhall, WV12 5XB

LOCATION: The site is situated approximately 2½ miles north-east of Willenhall Town Centre in a predominantly residential area accessed from the A462 Essington Road a short distance to the west.

The site is in the Willenhall North electoral ward, with a frontage to Hilton Road.

Sat nav: WV12 5XB

DESCRIPTION: The site is generally flat and has been cleared of buildings with the exception of the former caretaker's house (most recently used for delivery of Youth Support Services) on the Hilton Road frontage of the site.

The site is divided into two areas – previously developed land extending to approximately 0.68ha (1.67 acres) which is mainly hard surfaced, being a mixture of tarmac and hardcore; and former playing fields extending to approximately 0.66ha (1.67 acres). There are two gated access points from Hilton Road.

An adopted footpath enters the site from Sherringham Drive, as shown coloured green on the site plan.

SITE AREA: The site, edged red for identification purposes only, on the attached plan EPMS 4104/12 extends to approximately 1.34 hectares (3.32 acres) (or thereabouts).

PLANNING: The site benefits from a resolution to grant outline planning consent for up to 59 dwellings subject to conditions and a s106 agreement to secure open space contributions, affordable housing and mitigation payments towards the Cannock Chase SAC. The Committee Delegation Note from the Planning Committee Meeting held on 20 July 2023 and the supporting documentation to planning application reference 23/0106 can be viewed at:

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SERVICES: All main services are believed to be available but prospective purchasers should make their own enquires with the relevant companies concerning the existence and location of the services.

BOUNDARY TREATMENT: The purchaser will be responsible for any necessary boundary treatments.



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TENURE: Freehold interest with vacant possession upon completion. The Council's title is registered under Title Numbers WM47401 and WM53823. A small part of the site is unregistered.

VIEWING: An external inspection of the site can be made from the highway.

Any form of inspection of the land or building is carried out entirely at the individual's own risk. The Council will accept no responsibility for any loss, damage or injury sustained during any inspection.

ENVIRONMENTAL: A Geo-Environmental Desk Study Report dated February 2016 and a Geo-Environmental Investigation Report dated February 2016 have been prepared by Opus International Consultants and can be viewed at:
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COSTS: The purchaser will be responsible for the Council's surveyor's fees and legal costs in the sum of 3.25% of the purchase price.

Upon notification of the provisional acceptance of their offer, the purchaser will be required to pay a £5,000 non-returnable contribution towards these costs. This contribution will be deducted from the total costs payable upon completion.

OFFERS: Offers for the freehold interest **MUST** be received no later than 12 noon on Friday 16th February 2024.

Offers for the property must include the following:

1. Full name, address, telephone number and email address for the bidder
2. Clearly stated offer amount in words and figures
3. Confirmation of any conditions attached to the offer
4. A layout plan for the proposed development
5. Confirmation of assumptions made in formulating the offer in terms of s106 and other Local Authority contributions.
6. Confirmation that the contents of the site investigation report have been reflected in the offer.
7. Clear confirmation of all assumptions made in terms of abnormal development costs including contamination, ground stability, foundations, drainage (including SUDS) and services.
8. Full name and contact details for solicitors.

IMPORTANT: The successful party will be given a period of 3 months to exchange contracts for the purchase of the site and will be required to submit a



planning application for their proposed development within 2 weeks of exchange of contracts.

The Council reserves the right to discount any offers that do not provide all of the information stated above.

Offers must be submitted via email to:

allenscentreoffers@walsall.gov.uk

Please note – this email address is for offers only. Emails sent to this email address will not be opened or read until after the bids date.

Please refer to the 'Conditions of Informal Tender' attached.

ENQUIRIES:

For general enquiries please contact Nick Ford - email nick.ford@walsall.gov.uk. Tel: 01922 652659.

MONEY LAUNDERING:

Relevant parties to any transaction will be required to provide appropriate proof of identity to comply with the Money Laundering Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (The 2017 Regulations).

MISREPRESENTATION ACT 1967

These Particulars do not constitute or form part of any offer or contract.

All statements contained in these Particulars are made without responsibility on the part of the Council or its officers.

None of the statements contained in these Particulars are to be relied upon as statements or representations of fact. Potential purchasers must satisfy themselves by inspection or otherwise as to the correctness of each statement made herein.

Neither the Council nor any of its officers make or give any representation of warranty whatsoever in relation to the property described in these Particulars.

4 December 2023

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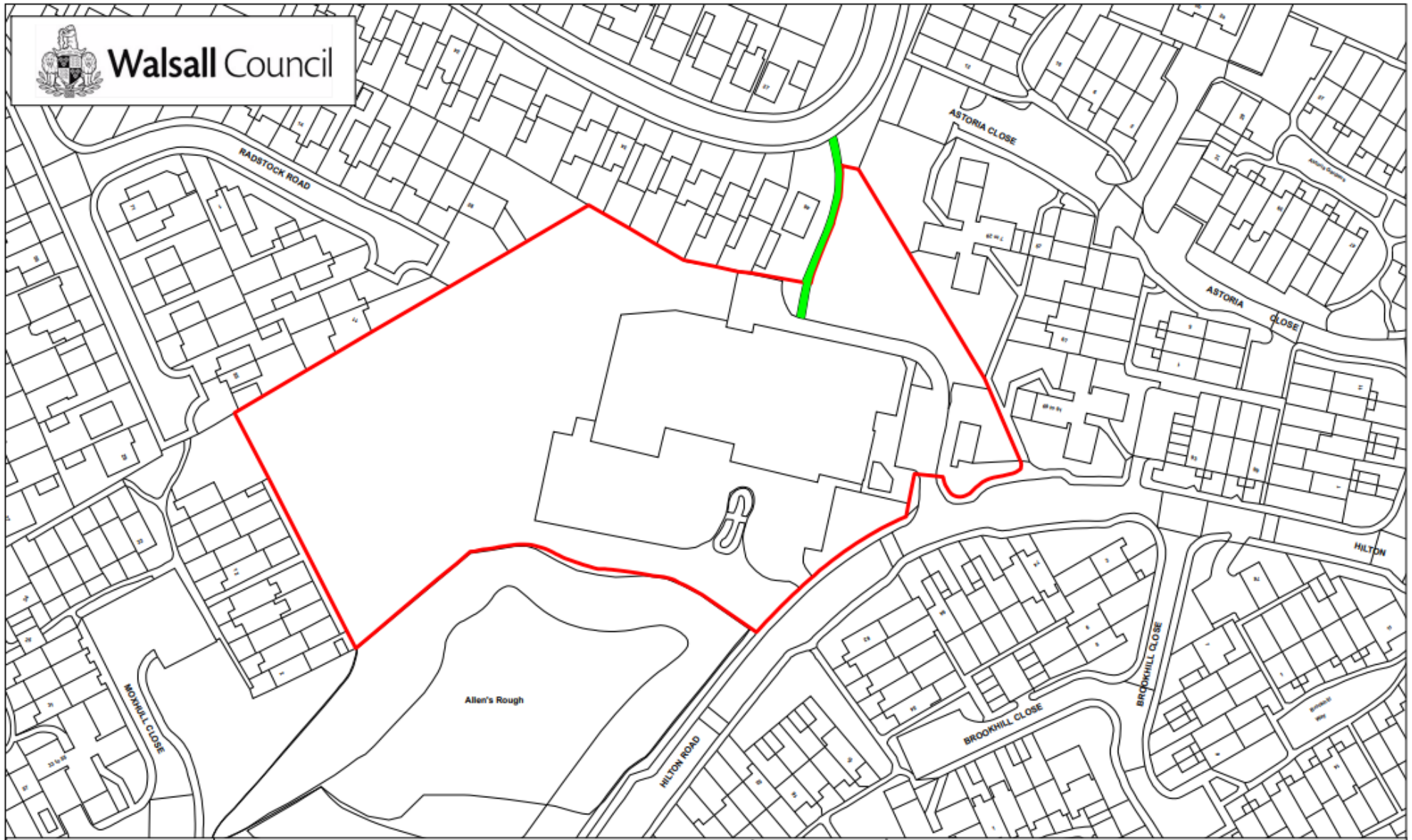


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CONDITIONS OF INFORMAL TENDER

- I. Offers must be submitted in accordance with the following instructions.
- II. The Council does not bind itself to accept the highest offer or any offer submitted.
- III. No offer should refer to any other offer submitted. For example, offers made specifying a sum of money 'greater than the highest bid received', will not be considered.
- IV. Offers must be submitted via email to allenscentreoffers@walsall.gov.uk by 12 noon on Friday 16 February 2024. Offers must include all information requested in this document.
- V. Offers will not be opened until after the closing date. In addition, potential purchasers should note that no Council Officers will have access to the offers inbox until after the closing date for bids.
- VI. The Council reserves the right to cancel this informal tender process at any time. The Council is not liable for all or any costs whatsoever resulting from any cancellation of this informal tender process nor for any other costs incurred by those potential purchasers submitting an offer.
- VII. The purchaser will be responsible for the Council's legal costs and surveyors fees in the sum of 3.25% of the purchase price. Should the Council decide to proceed with your offer; a £5,000 non-returnable contribution towards the Council's costs will be required. This amount will be deducted from the total costs payable upon completion.
- VIII. Subject to and without prejudice to Condition VI, the Council reserves the right to dispose of the property in some other way if the potential purchaser has not completed the transaction within the timescales stated in these particulars. The Council may consider written requests to extend this deadline, if a delay beyond the purchaser's control has been experienced.
- IX. All proposed sales, including this transaction, need to be approved in accordance with the Council's Constitution (including the Financial and Contract Rules) and Local Government law before any formal legal documentation can be completed.
- X. If the offer submitted by the successful party is subject to surveys, such surveys that may be required should be completed within four weeks of the prospective purchaser having been notified that their offer was successful. No surveys can be undertaken until a Licence, allowing access, has been obtained from Asset Management.
- XI. The Council will not be responsible for any costs incurred by potential purchasers in relation to the proposed purchase. Potential purchasers are responsible for obtaining all information necessary for the preparation of this offer and all or any costs, expenses and liabilities incurred by the potential purchaser in connection with the preparation and submission of the offer shall be borne by the potential purchaser.
- XII. The Council will not release information in relation to the identity of the successful bidder or the amount of their bid until legal completion of the transaction has taken place. The Council will not release information in



relation to the identity of the other bidders or the amount of their bids at any time.

XIII. The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).

As part of the Council’s duties under the Act or EIR, it may be required to disclose information concerning the informal tender process or the Contract to anyone who makes a reasonable request.

If potential purchasers consider that any of the information provided in their offer is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **“Not for disclosure to third parties”** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

The Council will endeavour to consult with potential purchasers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR however the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request for information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that;

- has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); and
- in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

