

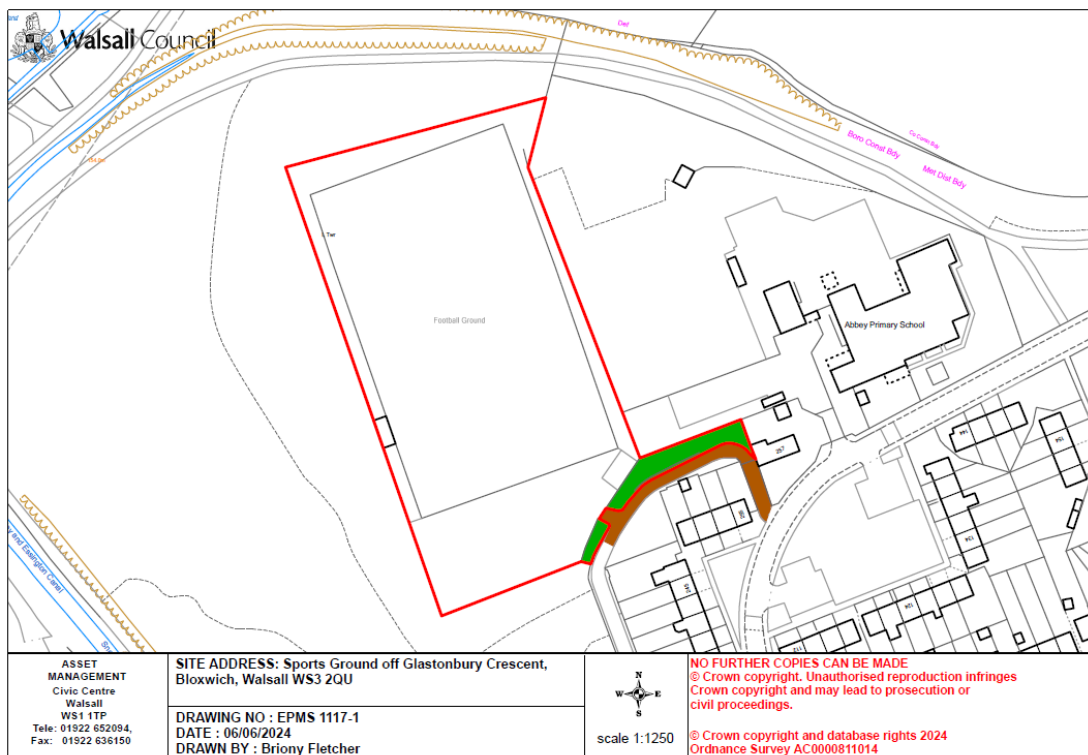


TO LET

Sports Ground off Glastonbury Crescent, Bloxwich, Walsall WS3 2QU



Market Rental Offers Invited
 Site extends to approximately 1 acre
Closing date for offers: Noon on Friday 23 August 2024





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Situation:

The property is located off Glastonbury Crescent, Bloxwich, Walsall WS3 2QU and accessed via the private road located between 255 and 257 Glastonbury Crescent.

Description:

The site (shown edged red on plan reference EPMS 1117-1 above – not to scale) extends to approximately 1 acre and contains an overgrown area previously used as a grassed football pitch and provided space for an unsurfaced car park and changing rooms. There are no longer any useable structures on site and so potential tenants will need to seek all necessary landlord, planning and building control consents before erecting new facilities.

Use:

The Council is inviting offers from organisations that are seeking to undertake sporting activities on site by reinstating the pitch and ancillary facilities. Additional uses and activities to support the sporting activities will also be permitted subject to any necessary planning consent and approvals.

Rating information:

The Rateable Value is £375 and the rates payable for year 2024/25 would be £187.13. Small Business Rates Relief may be available depending upon the tenant's status. For any enquiries regarding Business Rates Email: BusinessRates@walsall.gov.uk Tel: 0300 555 2853.

Services:

Prospective tenants should make their own enquiries of the public utilities regarding the existence, location and supply of services. Important: The Tenant will be responsible for any costs charged by utility companies, for connecting or reconnecting any services. The prospective Tenant must rely on their own enquiries in this regard.

Lease terms:

The Council seeks to agree a letting of this site on the following main terms and conditions:

- Contracted Out:** The lease is to be contracted out of the security of tenure provisions (ss.24 to 28) of the Landlord and Tenant Act 1954. (This means that the tenant will not have a right to renew the lease upon expiry).
- Term:** A lease term of 10 years is proposed. (The Council is prepared to consider granting a longer term only if it can be proved this is required to secure external third-party funding, for example from the Football Association for the provision of a 3G pitch.).
- Rent:** Offers for rent based on a market rate are invited. The rent will be due quarterly in advance on the usual Quarter Days and must be paid by Standing Order directly into the Council's bank account. (Interest can be charged on all late rental payments based on 4% above a specified high street bank's Base Rate). Potential tenants seeking a rent-free period must clearly state the period sought in their offer.
- Rent Review:** Rent to be reviewed upwards only after 5 years - rent to be increased by the Retail Price Index (RPI).
- Repair/Maintenance:** The tenant is to be fully responsible for all repairs, maintenance and decorations. The tenant will be responsible for ensuring that all boundaries are secured and maintained with appropriate fencing and



- gates. The removal of any fly-tipping or trespassers will be at the tenant's expense.
- Insurance:** The tenant must fully indemnify the Council and is responsible to providing all insurance cover including contents, buildings (if erected) and public liability.
- Alienation:** The Tenant may not assign or sublet part of the premises. The Tenant may not assign or sublet the whole without the previous consent in writing of the Landlord.
- Access:** The tenant is to be granted access over the private road shaded brown on the above plan and will contribute towards maintenance of this area, such contribution to be determined by the Council. The land shown shaded green on the plan is to be kept clean, free from all rubbish and maintained by the tenant. The tenant is not permitted to park vehicles or store anything on the land shaded brown or green on the plan and must not cause a nuisance to the neighbouring properties. The tenant must keep the gate on the private access road secure at all times when not in use and contribute to the maintenance of the gate, such contribution to be determined by the Council.
- Use:** The use will be restricted to that of a sports ground and ancillary facilities only. Please note that the tenant would be responsible for obtaining all consents necessary, including landlord's, planning, building control etc. as regards the erection of any structures or buildings on the site.

Costs:

The Lessee will be responsible for the Landlord's surveyor's fees (£500) and legal costs incurred (estimated £1,700 plus VAT) in the granting of the lease.

Offers:

All offers must be submitted by e-mail to: glastonburyoffers@walsall.gov.uk by noon on Friday 23 August 2024. **Important:** Offers e-mailed to this address will only be opened after the closing date. Therefore any general enquiries must be sent to the e-mail address given below. Offers should not be sent to the general Asset Management e-mail address, officers or Members.

E-mail offers must contain the following information:

- 1) Name of the organisation submitting the offer.
- 2) A brief overview of the organisation. (For example: When it started, how many teams, age range of teams, number of members etc.)
- 3) Contact details for organisation. (Name of individual, their position within the organisation, telephone number, mobile number and e-mail address).
- 4) Status of the organisation. (Charity, Community Interest Company (CIC), limited company etc.) Please remember that the organisation submitting the offers needs to be a legal entity capable of entering into a formal lease. If you have any question on this please speak to *your* solicitor.
- 5) Your solicitor's contact details. (Firm, contact name, telephone and e-mail address).
- 6) Details of your offer. This must include:
 - a) The annual rent. £[insert your offer] per annum and the length of any rent-free period sought, if any;



- b) The length of lease term if different from the 10 years proposed with evidence as to why;
 - c) The details of any other terms that your offer is subject to, and;
 - d) Confirmation that the main heads of terms within these particulars are acceptable or details of your proposed amendment(s).
- 7) Proposed use. Please provide brief details of how you intend to use the demised land. (Does your organisation intend to share the facilities with another club or community group(s), or hire out the facilities when not in use by your organisation?)
- 8) Plans for future enhancement of the facilities. Please provide brief details of your plans for improving the site and demonstrate an understanding of the consents and costs required.
- 9) Financial status. Please provide brief details of your organisation's financial status/resources and briefly set out how you intend to fund the rental payments, reinstatement of the pitch/facilities, maintenance and running costs. (Please note that Asset Management will, where possible, seek a credit reference before making its final recommendation).

Providing the above information will assist the Council's officers in making a final recommendation.

Note: Walsall M.B.C. will use your personal details in connection with the letting of property by Asset Management. In the event of you becoming a Tenant your personal details will be used for the purposes of managing your account and any matters connected with your occupation. Your personal details will be treated confidentially and will only be shared if the Council is legally required to do so or with other agencies for the purposes of credit referencing and debt recovery. Your details could therefore be passed on to utility companies, Business Rates and debt collection agencies should Asset Management be notified that sums are due.

Viewing:

To arrange a viewing please contact John Kirwan from Asset Management during normal office hours via email: john.kirwan@walsall.gov.uk Tel. 01922 652662. If necessary please leave a voicemail message clearly stating your name, telephone number and state that the call is in relation to Glastonbury Crescent. Alternatively contact: Asset Management on 01922 658340 or AssetManagement@walsall.gov.uk

Note that any form of inspection is done so entirely at the individual's own risk. The Council will accept no responsibility for any loss, damage or injury sustained during any inspection. Potential tenants must not attempt to view the site unless accompanied by an officer from Asset Management. Anyone attending a viewing is advised to wear appropriate shoes or boots as the land is overgrown and uneven.

General Enquiries:

For general enquiries please contact John Kirwan e-mail john.kirwan@walsall.gov.uk Tel: 01922 652662.

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.

Offer conditions

The Council does not bind itself to accept the highest or any offer submitted.

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.

Offers must be submitted by e-mail containing all the information requested and sent to:

glastonburyoffers@walsall.gov.uk

The Council reserves the right to remove from the market, re-advertise or dispose of the premises in some other way at any time prior to completion.

The Council will not be responsible for any costs incurred by potential tenants in their pursuit of this or any other property.

All proposed lettings, including this transaction, need to be formally approved in accordance with the Council's Constitution before any formal legal documentation can be completed.

The Council requires proof of identity prior to completion of the Lease. Prospective tenants are therefore required to provide their National Insurance Number and either a Driving Licence or Passport together with a recent utility bill.

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 tenants 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 tenants 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 which 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