

Property Particulars

FOR SALE



Office Building
1 Greenholm Street
Kilmarnock
KA1 4DJ

OFFICE BUILDING

- Net Internal Area: 1,322 sq. m. (14,230 sq. ft), or thereby
- Rateable Value: £90,000
- Offers are invited

These particulars are believed to be correct, but are supplied for information only and no reliance should be placed thereon. They are not deemed to form any contract or part of a contract which may be entered into. East Ayrshire Council does not bind itself to accept the highest or any offer. In supplying these particulars the Council is not issuing Instruction and will not, therefore, bear liability for agents or other fees. No person in the Employment of East Ayrshire Council has any authority to make any representations or warranties whatever in relation to this property.

Property Marketed January 2019

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LOCATION

Kilmarnock is the major town within East Ayrshire with a population circa 46,000 (2011 Census). The Greenholm Street offices are located to the south of Kilmarnock Town Centre adjacent to Glencairn Retail Park in an area of mixed commercial uses including retail, industrial, and leisure facilities.

DESCRIPTION

The building is primarily two storeys with a part third floor extension and basement of brick construction with a pitched slated roof at the rear / sides and a flat roof above the extension. Accommodation within the building comprises office accommodation, meeting rooms, stores, toilets and staff facilities with electrical night storage heating. A secure yard which can accommodate up to 84 vehicles is situated to the rear of the building and the total site area extends to 0.30 hectares (0.75 acres) or thereby.

Remedial works are required to the building including the roof and prospective purchasers will require to undertake their own investigations to satisfy themselves as to the condition of the building before submitting an offer.

The property is offered to the market in its present condition and state of repair. The Council will not be responsible for any deterioration in the condition of the property between the date of offer and date of settlement.

ACCOMMODATION

Net Internal Areas (excluding circulation space, staircases and toilets)

Basement	54 sq. m.	(581 sq. ft.)
Ground Floor	480 sq. m.	(5,167 sq. ft.)
First Floor	486 sq. m.	(5,231 sq. ft.)
Third Floor	302 sq. m.	(3,251 sq. ft.)
Total	1,322 sq. m.	(14,230 sq. ft.)

RATEABLE VALUE

The rateable value of the subjects is £90,000 and the Business Rates Poundage for 2018/19 is 48.0p. However a large business supplement of 2.6p applies to properties with a rateable value in excess of £51,000.

USE

Prospective purchasers are advised to discuss any redevelopment proposals with the Council's Planning Division prior to submitting an offer. For information on Planning Applications contact: Tel: 01563 576790. For information on Local Plan and alternative use/developments contact: Tel: 01563 576756. .

Any proposed change of use would require to comply with current local planning policies relating to design, layout, access and open space requirements. This advice is given without prejudice to any application that may be submitted to the Council as planning authority

When submitting an offer prospective purchasers must take cognisance of the existing and any proposed planning policies. Any increase in contributions made mandatory by the time of the submission of a planning application will be the responsibility of the purchaser and EAC will not consider any variation to the original offer.

The Adopted East Ayrshire Local Plan 2010 and the Supplementary Planning Guidance on Developer Contributions can be found on the Council's website (www.east-ayrshire.gov.uk).

Prospective purchasers should note that the vicinity where the subjects are located is predicted to have medium flood risk (fluvial), as indicated on SEPA's flood maps. In particular the area lies within the medium likelihood (0.5% annual probability or 1 in 200 years) flood extent and may therefore be at medium to high risk of flooding.

Prospective purchasers are advised to investigate this further as it may effect potential re-development of the site and may preclude certain uses of the site until such times that such matters are adequately addressed. Any application for planning permission to re-develop the site should be accompanied by a Flood Risk Assessment,

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which should demonstrate that the development accords with the principles of Scottish Planning Policy (i.e. flood avoidance by safeguarding flood storage and conveyance capacity and locating development away from functional floodplains and medium to high risk areas).

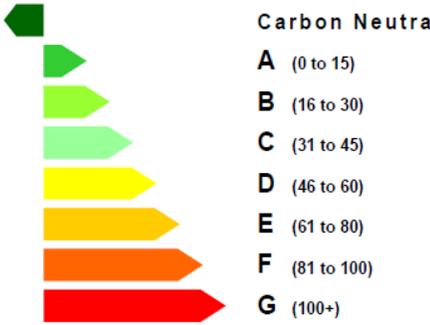
TITLE INFORMATION

The titles which have been identified by the Council as relating to the property are available for inspection at the offices of:

The Solicitor to the Council
 East Ayrshire Council
 Council Headquarters
 London Road
 Kilmarnock, KA3 7BU. (Tel 01563 576503)

The purchaser will require to satisfy themselves regarding the extent of the subjects of sale, the suitability of same for any proposed use, and any burdens, conditions, access rights and other which apply thereto.

ENERGY PERFORMANCE RATING

Building Energy Performance		Scotland
Calculated asset rating using DesignBuilder v.1.7.0.020 (SBEM)	Building type Office	Current rating
		Excellent
Carbon Dioxide Emissions The number refers to the calculated carbon dioxide emissions in terms of kg per m ² of floor area per year		183
Approximate current energy use per m ² of floor area:		434 kWh/m ²
Main heating fuel: Grid Supplied Electricity	Building Services: Heating with Nat. Vent.	
Renewable energy source:	Electricity: Grid supplied	
Carbon Dioxide is a greenhouse gas which contributes to climate change. Less Carbon Dioxide emissions from buildings helps the environment.		
Benchmarks		
A building of this type built to building regulations standards current at the date of issue of this certificate would have a rating:	51	 D+
Where the accompanying recommendations for the cost effective improvement of energy performance are applied, this building would have a rating:	176	 G

OFFERS

The Council wishes to avoid the situation whereby this property is sold and thereafter remains vacant with the risk that its condition deteriorates and it becomes an "eye sore". The Council is therefore seeking to dispose of this property to a purchaser who has the ability to undertake the remedial works and utilise the office accommodation or demolish the building / redevelop the site for an alternative purpose all within timescales to be agreed with the Council.

The successful purchaser will require to purchase the subjects in their existing condition at the date of settlement and the Council will have no obligation to carry out any repairs / maintenance to the property between the date of offer and the date of settlement. Also, the Council will not be responsible for any deterioration to the property between the said dates.

Prospective purchasers will require to indicate within their offer whether it is their intention to retain / repair the building or demolish the building and redevelop the site.

If the building is being retained then the Council will make it a condition of the missives that within two months from the date of conclusion of missives that the prospective purchaser will provide confirmation by way of documentary evidence, ie. award of a building contract, that the remedial works will commence within three months of the date of entry. Prospective purchasers will also require to identify whether it is their intention to occupy the accommodation or market it as being available to let and seek a tenant or tenants.

If the intention is to demolish the building and redevelop the site then details of the redevelopment proposals will require to be identified within the offer. It will be a condition of the sale that an application for planning permission be submitted and verified within two months from the date of conclusion of missives and a further period of four months will be granted to obtain planning permission subject to the ability to extend this period by mutual consent. Any sale will be conditional upon the purchaser demolishing the existing building and clearing the site within two months from the agreed date of entry.

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The timescales identified above and below reflect the Council's desire to avoid the situation whereby the potential sale of the subjects is prolonged resulting in the condition of the building deteriorating further and the Council incurring empty property costs. It is for these reasons that the Council wishes to tightly control the disposal process however in the event of the Council receiving an acceptable offer and being satisfied as to the viability of the prospective purchasers proposals the opportunity to vary these timescales may be available.

Formal offers are invited and these must be submitted in the correct Scottish Legal format. All conditions of offer must be clearly identified and prospective purchasers should ensure that any offer takes account of all reasonable maintenance / repair or redevelopment costs likely to be incurred. Details of the prospective purchaser's development proposals for the subjects should accompany any offer. Formal missives will require to be concluded within one month of the closing date.

It should be noted that the Council wishes to avoid the situation whereby the purchaser after acquiring the subjects fails to take action to improve the condition of the building or to utilise it or to redevelop the site. It is therefore importance that the prospective purchasers proposals for the subjects accompanies their offer. This information will be used when assessing all offers.

All offers must be submitted in a tender envelope and returned to the Solicitor to the Council, East Ayrshire Council, Council Headquarters, London Road, Kilmarnock, KA3 7BU (LP 8 Kilmarnock).

The Council does not bind itself to accept the highest or any offer received and in supplying these particulars it is not issuing instructions and will not, therefore, bear liability for Agents or other fees.

CLOSING DATE

The closing date for submission of offers is 12 Noon on Monday 18 February 2019.

ENTRY

To be mutually agreed between both parties

VIEWING/FURTHER INFORMATION

Interested parties who wish an appointment to view or require any further information should telephone 01563 576154.

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CONDITIONS OF SALE

1. Acceptance of a prospective purchaser's offer by the Council, as a preferred bidder, should not be construed by the prospective purchaser as acceptance of the proposed use/development by the Council, nor will it prejudice the proper determination of any separate planning application.
2. Any offer conditional on obtaining planning consent must include details of the proposal for which consent will be sought. This should specify the proposed number of units/floor space upon which the offer is based and must be supported by drawings showing the layout of the proposed development.
3. The successful purchaser will (i) in terms of contract assume all environmental liabilities that may arise in respect of the Subjects (ii) acknowledge that the Council will rely upon the statutory exclusion Test 3 provision in Part IIA of the Environmental Protection Act 1990 as applied by the Contaminated land (Scotland) Regulations 2005 by selling the Subjects with information and. (iii) will indemnify the Council against all environmental liabilities in relation to the Subjects. Appropriate and detailed clauses to this effect will be incorporated in the missives of sale
4. The date of entry shall be 28 days after the date of conclusion of missives or such other date as may be mutually agreed. Vacant possession shall be given on the date of entry in exchange for payment of the purchase price or the balance outstanding in the event of a deposit having been paid on conclusion of missives.
5. On conclusion of missives which are, for any reason, conditional or suspensive, a deposit of 10% of the purchase price will be paid by the Purchaser to the Council and this deposit will be returnable only in the event of the Purchaser being unable to obtain a consent consistent with the planning information contained in these particulars or in the event of the purchaser failing to complete the sale for reasons attributable to the seller.
6. It is an essential condition of any successful offer which contains a clause such as or similar to that outlined in Condition 2 above, that a separate planning application must be lodged with the planning authorities for the alternative proposals as set out in the said offer.
7. The successful offerer must lodge any planning application(s) with the planning authorities within 2 months of the date of conclusion of missives or such other date as may be agreed within the missives. The successful offerer will be required to obtain the requisite planning permissions within a period of 6 months from the date of conclusion of missives or such other date as may be mutually agreed within the missives.
8. Where there are any buildings on site, any moveable property contained within is unless otherwise specified in the marketing particulars excluded.
9. Any security panels which have been installed by the Council should not in any way be construed as part of any heritable fixtures and fittings. These panels shall remain in the possession of the Council and shall be removed by the Council on or as soon after the date of entry as is reasonably practicable. The Council does not undertake to reinstate any damage caused by the fitting or subsequent removal of these panels.
10. It is understood that the purchaser has satisfied themselves as to the suitability of the subjects of sale for the envisaged development.
11. As part of the standard procedure of due diligence where offers to lease or purchase property from the Council are received, the Council may require to seek a personal credit check on the individual(s) concerned. In this respect, a letter of consent for signature will be issued when a tender envelope is requested and should be returned to the Council, along with the formal offer to purchase.
12. The Council offers the property to the market in its current condition and state of repair. The Council will not be responsible for any deterioration in the condition of the property between the date of offer and date of settlement, inclusive of any deterioration due to latent or inherent defects.