

Property Particulars

FOR SALE DEVELOPMENT OPPORTUNITY



Civic South Building
16 John Dickie Street
Kilmarnock
KA1 1HW

Property Particulars

LOCATION

With a population of around 46,770, Kilmarnock is the largest settlement in East Ayrshire and is located 13 miles north east of Ayr and 7 miles east of Irvine with excellent road and rail links to Glasgow around 22 miles to the north.

The Civic South building occupies a prominent position on the corner of John Finnie Street and John Dickie Street in Kilmarnock town centre and within a short walk of the town's railway and bus stations. Nearby, occupiers include office, retail, leisure and residential type uses.

DESCRIPTION

The property comprises a substantial category B listed office building built around 1905 and occupying a full block within Kilmarnock town centre. The main building is formed in sandstone and slate and comprises a series of offices, meeting rooms and ancillary accommodation over 3 main floors. There is a large storage area on the lower ground floor.



ACCOMMODATION

The approximate gross internal floor areas for the main building are as follows: -

Basement	209.93 sq m	(2,260 sq ft)
Ground floor	962.65 sq m	(10,361 sq ft)
Mezzanine	12.86 sq m	(138 sq ft)
First floor	599.38 sq m	(6,452 sq ft)
Mezzanine	143.15 sq m	(1,541 sq ft)
Second floor	755.88 sq m	(8,136 sq ft)
Total	2,683.85 sq m	(28,888 sq ft)

SITE AREA

The site on which the buildings sits, shown outlined in red in the attached plan, extends to approximately 1,042 sq m (0.26 acres).

Property Particulars



RATEABLE VALUE

The building has a Rateable Value of £81,000.

SERVICES

It is understood the property is served by mains water, gas and electricity with drainage to the public sewer. Prospective purchasers should make their own enquiries regarding the availability of these connections. EPC Ratings: - C.

USE

The premises may lend themselves to a variety of potential uses compatible with the town centre location including office, leisure, retail and residential. Some uses may require planning consent and discussions with the Council's Planners are strongly encouraged.

For further information contact the Council's Planning Service on 01563 576 790 or e-mail: - submittoPlanning@east-ayrshire.gov.uk

TITLE

The buyer 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.

CONTACT

For further information or to view the property please contact: - Estatesmanagement2@east-ayrshire.gov.uk

Property Particulars

OFFERS

Offers are invited for the Council's heritable interest in this property. If you wish to submit an offer, it must be in Scottish Standard Legal format and include the amount you are willing to offer along with details of your proposed use for the property, and also detailing whether your offer is subject to any conditions such as obtaining planning permission for a change of use. Offers will be expected to demonstrate how they align with the Council's strategic approach to the regeneration of the town centre which is focused on the following priority areas:

1. Attracting people into the town,
2. Supporting local businesses to thrive and grow,
3. Promote active travel and greening of the area's economy,
4. Improving accessibility in/around town, and
5. Protect and improve health and wellbeing

Any prospective purchaser will be expected to demonstrate that they are an experienced property developer and that their proposed development will be completed within a timescale agreed with the Council. The building is being 'sold as seen' with no warranties or guarantees given in relation to any fixtures and fittings, services, lifts, heating systems etc.

A closing date for offers may be fixed and prospective purchasers are advised to register their interest by e-mailing the Council's Estates Section – estatesmanagement2@east-ayrshire.gov.uk



VAT

Prospective purchasers must satisfy themselves as to the occurrence of VAT in respect of any transaction.

LEGAL COSTS

The purchaser will pay the Council's reasonably incurred legal expenses, as well as any Land and Buildings Transaction Tax (LBTT) incurred in this transaction and registration dues. Estates and Legal fees associated with the transaction will be £5,000.

ENTRY

By negotiation.

CONTACT

For further information or to view the property please contact: - Estatesmanagement2@east-ayrshire.gov.uk

Property Particulars

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 use 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 or £10,000 (whichever is larger) 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 4 weeks 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 16 weeks 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.

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.

Updated April 2024

Property Particulars

LOCATION PLAN

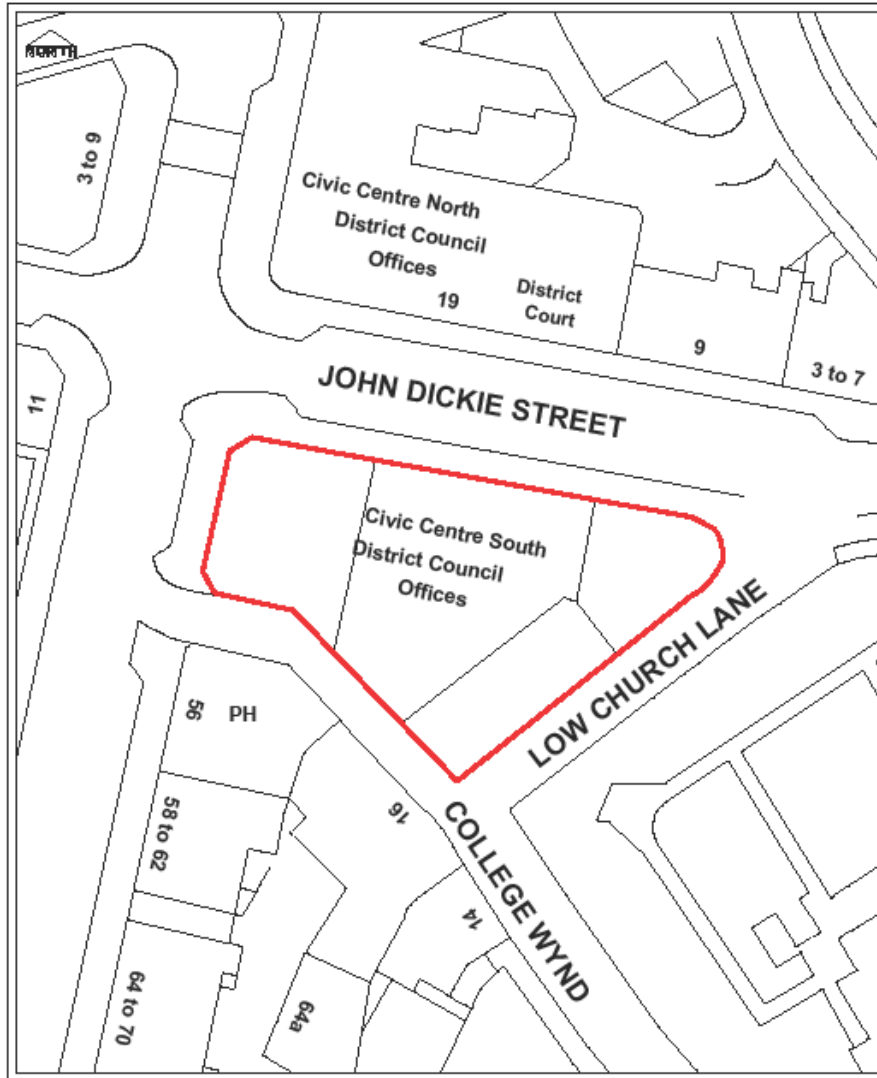


Title: CIVIC CENTRE SOUTH, JOHN DICKIE STREET, KILMARNOCK

DATE: 12/06/2023

MAP REFERENCE: NS4237NE

SCALE: 1:500



EAST AYRSHIRE COUNCIL - DEVELOPMENT AND PROPERTY SERVICES

Reproduced from the Ordnance Survey Mapping with the permission of Her Majesty's Stationary Office (C) Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution. East Ayrshire Council - ORDINANCE SURVEY LICENCE NO. 100023409