

Asset Management
Causeway House
Braintree
Essex
CM7 9HB.

Contact:-
HOWARD FERTLEMAN
Howard.fertleman@braintree.gov.uk
Tel: 01376 552525 Ext 2924
www.braintree.gov.uk

Subject to Contract and Without Prejudice

TO LET

**10 ENTERPRISE COURT
EASTWAYS
WITHAM
CM8 2TJ**



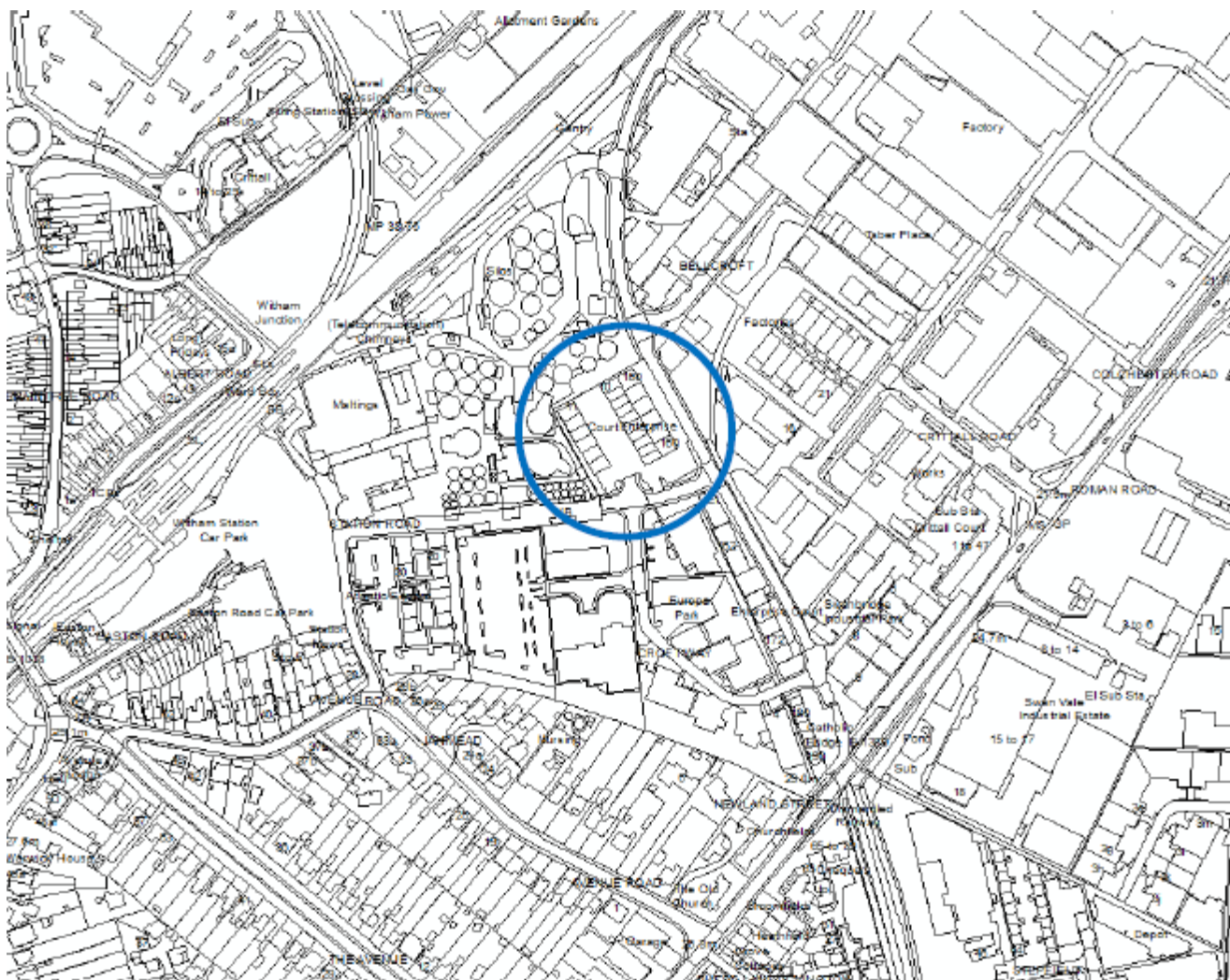
Approximate Floor area of 764 sq ft/ 71 sq m

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LOCATION

The Unit is located at Enterprise Court, Eastways, which is an industrial area located approximately $\frac{3}{4}$ mile north-west of the town centre and having good access to the A12 London to Great Yarmouth trunk road. Witham is ideally situated, being 9 miles from Colchester, 15 miles from Stansted, 12 miles from Chelmsford, 7 miles from Braintree and 25 miles from Harwich.

Please see the location plan below with the Enterprise Industrial estate circled blue.



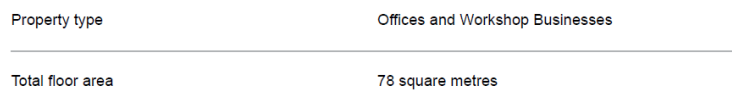
PROPERTY DESCRIPTION

The Unit was constructed in 1985 and comprises a steeled framed industrial unit, with brick and clad walls, insulated roof, a 3-phase electricity supply, 14-foot eaves height, loading door, 400 lbs floor

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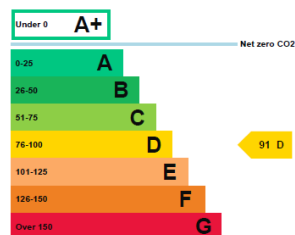
The Unit has an EPC rating of D, (please see below).

[Energy performance certificate \(EPC\) – Find an energy certificate – GOV.UK](#)



Properties can be let if they have an energy rating from A+ to E.

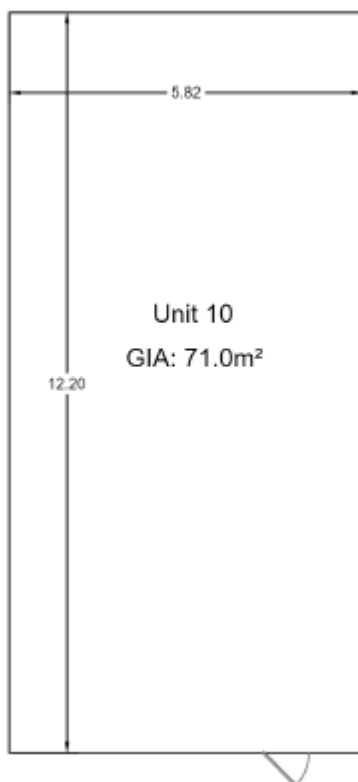
The better the rating and score, the lower your property's carbon emissions are likely to be.



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The Unit has a floor area of 764 sq ft/ 71 sq m. Please see the floor plan below.



There is ample parking, including communal parking on the Enterprise Court Estate. .

RATES

Rateable Value: £7,200

Rate in £0.52 standard multiplier (2023/2024).

£0.499 small business multiplier (2023/2024).

Please contact the Council's Business Rate Department to establish the actual rates payable.

for your business. The contact details are as follows:-

Telephone: 01376 557755

Email: busrates@braintree.gov.uk

LEASE TERMS

The Unit is being offered on a fully repairing and insuring basis **with the Council seeking rental bids in excess of £9,500 per annum, exclusive of rates and other outgoings**. Rent will be paid monthly by Standing Order or Direct Debit and in addition there will be recharges for insurance and upkeep of any common parts.

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Each party is to bear their own legal costs.

The Council is offering the unit under the following Heads of Terms, (with the rent to be agreed).

Proposed Heads of Terms

Subject to Contract and Council Approval

Landlord:	Braintree District Council, Causeway House, Bocking End, Braintree, Essex CM7 9HB
Landlord's surveyor:	Paul Quin, Interim Asset Manager E mail: paul.quin@braintree.gov.uk Tel: 01376 552525 Ext 2921
Landlord's solicitor:	Sarah Burder E mail: sarah.burder@braintree.gov.uk Tel: 01376 552525 Ext 2927
Tenant:	Name of Company (and company registration number) or individual: TBA. Address: TBA. Contact: TBA. E mail: TBA. Tel: TBA.
Tenant's solicitor:	TBA.
Demise:	The Premises known as Unit 10 Enterprise Court being part of the Estate and shown for identification purposes only edged red on the Plan including: <ul style="list-style-type: none">-all internal surfacing materials and finishes on the wall's floors and ceilings-all doors' windows and door frames-one half severed vertically of any non-structural walls separating the Unit from any adjoining unit.- all non-structural walls within the Unit- all Landlord's fixtures and fittings

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- any service installations exclusively serving the Unit.
- all alterations and additions to the Unit
- all structural parts of the Unit including the foundations roof and exterior walls.

Car parking:	The car parking areas shown for identification purposes only, coloured blue on the Plan.
Lease:	A new 6-year lease drawn upon Full Repairing and Insuring terms. (The ingoing Tenant will be responsible for all maintenance and repairs of the interior and exterior of the unit and for paying the insurance premium).
Rent:	The rent will be payable monthly in advance on the 1 st of the month by direct debit or standing order.
Rent review:	3 yearly. (At the beginning of the 3 rd year of the lease term the rent will be reviewed to what the market should be at the time of the rent review)
Rent deposit:	A rental deposit equivalent to 3 months + VAT to be payable upon completion of legal formalities. Deposit to be held for the duration of the lease.
VAT:	Applicable to rent and all other outgoings.
Use:	The permitted use will be for light industrial and warehouse purposes.
Repair:	The property is to be taken as seen on a Full Repairing & Insuring basis, subject to: A photographic Schedule of Condition maybe supplemented to the lease to ensure that the ingoing Tenant is not responsible for any damage caused by the previous Tenant or other disrepair.
Buildings insurance:	The Landlord will insure the building and recover the annual premium pro rata, according to the size of the unit, by way of additional rent on a monthly basis.
Service charge:	The lease will contain provision for the Tenant to pay a reasonable proportion of the expense of rebuilding, cleansing, and maintaining the Common Parts of the estate. Such proportion shall, in the case of any dispute, be conclusively determined by the Landlord. In practice, this has never been administered and there are no current plans to do so.

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**Landlord & Tenant Act
1954**

The lease to contain the Security of Tenure provisions of the Landlord & Tenant Act 1954 (as amended).

(This means that the Tenant will be able to renew their lease on expiry, subject to certain conditions).

General:

Tenant to be responsible for ensuring compliance with DDA, asbestos, building & fire regulations.

Signage:

A sign on the front of the unit will be allowed, giving the occupier's name and (if required) description of the authorised trade or business of the occupier carried on there. The position, size, lettering design and materials whereof shall first have been approved in writing by the Landlord (such approval not to be unreasonably withheld).

Outgoings:

The Tenant will be responsible for business rates and all other outgoing.

Alienation:

The lease will be subject to the following alienation provisions:

- (i) Underletting – Not permitted.
- (ii) Assignment – The lease will permit an assignment of the whole unit, subject to Landlord's consent not to be unreasonably withheld or delayed. It will be a requirement that where reasonably required, the Tenant will enter into an Authorised Guarantee Agreement. Assignments to group companies will be prohibited. Group sharing will be permitted subject to notice to the landlord being given and no Landlord and Tenant relationship being created.

Alterations:

The Tenant will be permitted to carry out internal non-structural alterations only, subject to Landlord's consent not to be unreasonably withheld.

Conditions:

Subject to Contract.
Subject to Formal Council Approval.

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Lease Plan



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VIEWINGS

To view the Unit please contact Howard Fertleman

Tel: 01376 552525 Ext. 2924

E mail: howard.fertleman@braintree.gov.uk

APPLICATION PROCESS

The applicants are required to complete the application form on Page 9 of this form, below.

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**Application Form to Lease
Unit 10 Enterprise Court Eastways, Witham Essex CM8 2JT**

TO BE COMPLETED BY THE APPLICANT/S

Please include all and any additional information, or details, as you deem appropriate for the application.

1. Details of Applicant

Full name of applicant.....

Date of Birth.....

Home Address.....

Mobile/Telephone No.....

2. Business Details

COMPANY NAME.....

Companies House Registration Number.....

Registered Office (Limited Companies).....

Current Address if different to the above.....

Mobile/Telephone number.....

Email address.....

Previous address/es of Sole Trader or self-employed and at the above address if less than 5 years.....

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Is this a new business: YES/NO.

If NO, please state when you started your company.....

What is its legal status? Sole Trader/Partnership/Limited Company/other, (delete those not applicable).

What was its approximate turnover in the last 3 years? £.....

VAT REG number (if registered).....

Nature of Business.....

Please specify all equipment intended for use in the office including any chemicals used.....

.....

How many persons will be employed at the site.....

Will any of these be **new** jobs? YES/NO.

Is this going to be your sole place of business? YES/NO.

3. Company Status

Does the Company have Limited Liability Status? YES/NO

If YES:
Guarantors

In respect of Limited Liability Companies, the Council requires at least one director to act as guarantor to the rent and other outgoings. There are no exceptions to this requirement.

Please provide details of Directors who will act as guarantors.

Director (1).....

Home Address.....

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Date of Birth..... Director (2)..... Home Address..... Date of Birth.....

4. Solicitor or professional adviser (if any)
Name..... Address..... Telephone Number..... Email Address.....

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5. Reference from a previous Landlord or Trade Supplier

Braintree District Council will need to take up to references, preferably from your previous Landlord and/or previous or current Trade Supplier(s). The Council will also carry out a credit search on the relevant parties to the application, and by submitting your application you are consenting to this being carried out.

Reference 1

Contact Name.....

Business.....

Address.....

Email Address.....Mobile/Telephone Number.....

Relationship.....

Reference 2

Contact Name.....

Business.....

Address.....

Email Address.....Mobile/Telephone Number.....

Relationship.....

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6. Proof of Identity

The Council will require sight of either your current passport or driving licence, together with a personal proof of address prior to the lease being signed.

Office Use onlypassport/driving licence seen (delete as applicable).

APPLICATION COMPLETED AND SUBMITTED BY:

FULL NAME OF APPLICANT(S) (please print).

.....

.....

SIGNATURE(S) OF APPLICANT(S)

.....

.....

DATE:.....

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