

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

INFORMATION PACK AND TENDER APPLICATION FORM

Subject to Contract and Without Prejudice

TO LET

BY NON-BINDING COMPETITIVE TENDER

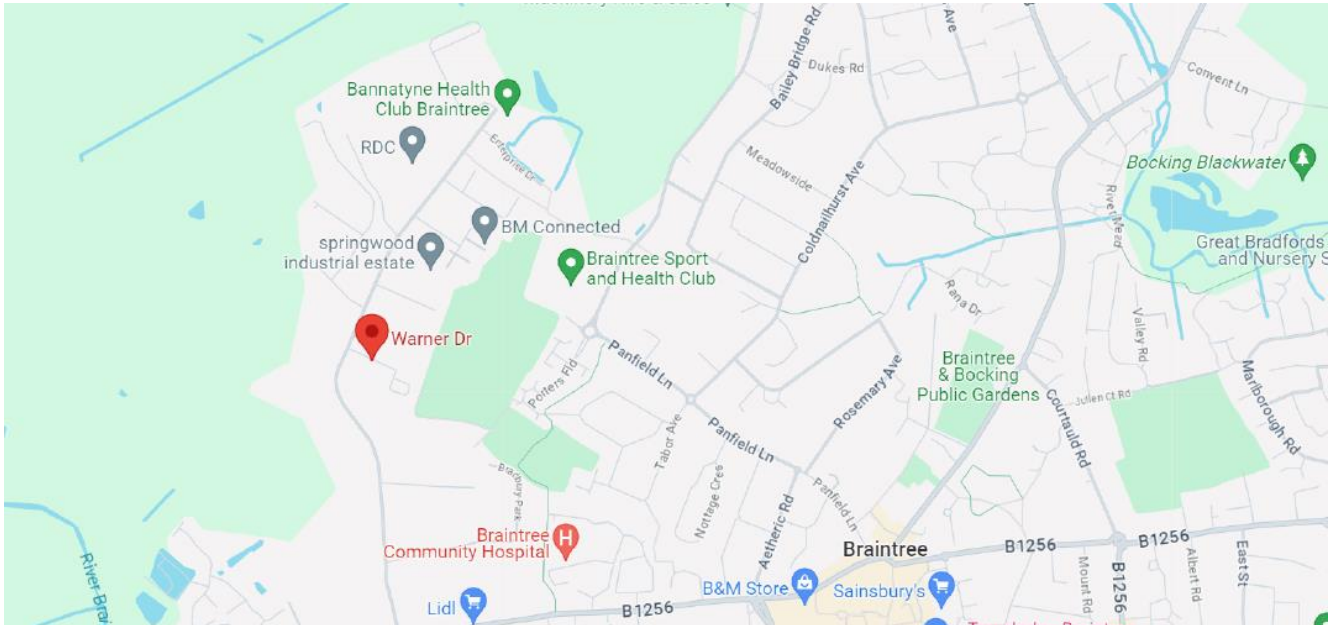
**Unit 46 Warner Drive
Springwood Industrial Estate
Braintree CM7 2YW**

Floor area of Area: 1,991 sq ft/ 185 sq m.



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Location Plan



Courtesy of Google Maps

DESCRIPTION

The Unit is located at the eastern end of Warner Drive on the Springwood Industrial Estate, Rayne Road, Braintree. The Estate has direct access onto the by-pass which forms part of the A120 trunk road linking Stansted Airport and the East Coast ports. The estate lies about one mile west of Braintree Town Centre.

The premises were constructed some 30 years ago and comprises a single storey unit and the Unit has a floor area of 1,991 sq ft/ 185 sq m.

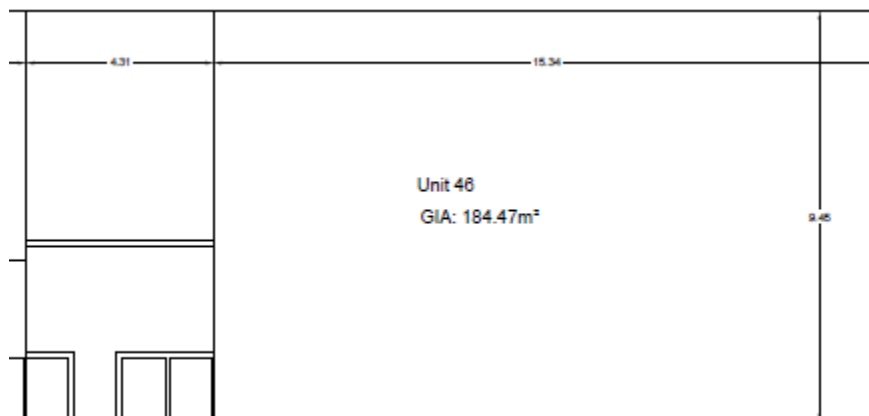
It offers good accommodation for light industrial, workshop or warehouse/distribution purposes.

The unit is of cavity brick/blockwork construction under a pitched roof with translucent roof lights, (11'6" to eaves). There is a large slide over door with 9'10" clear opening height and a separate access door at the front and rear. A solid concrete floor is designed for a maximum loading of 200 lbs. per sq.ft.

Mains water, gas and electricity services are connected. There is one W.C. suite, with handbasin. Telephone services are available.

Please see the floor plan below.

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RATES

Rateable Value: £14,500.

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

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Certificate contents

- Rules on letting this property
- Energy efficiency rating for this property
- How this property compares to others
- Breakdown of this property's energy performance
- Recommendation report
- Contacting the assessor and accreditation scheme
- Other certificates for this property

46 WARNER DRIVE BRAINTREE CM7 2YW		Energy rating E
Valid until 17 October 2030		Certificate number 0212-4522-2774-1150-3928

[Print this certificate](#)

Property type	B1 Offices and Workshop businesses
Total floor area	188 square metres

Rules on letting this property

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

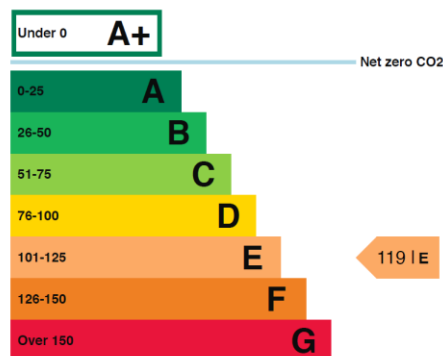
If a property has an energy rating of F or G, the landlord cannot grant a tenancy to new or existing tenants, unless an exemption has been registered.

From 1 April 2023, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.

You can read [guidance for landlords on the regulations and exemptions](#).

Energy efficiency rating for this property

This property's current energy rating is E.



Properties are given a rating from A+ (most efficient) to G (least efficient).

Properties are also given a score. The larger the number, the more carbon dioxide (CO₂) your property is likely to emit.

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LEASE TERMS

The Unit is being offered on a fully repairing and insuring basis **with the Council seeking rental bids in excess of £17,500 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.

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: Howard Fertleman, Interim Estates Surveyor.

howard.fertleman@braintree.gov.uk

Tel: 01376 552525 Ext. 2924

Landlord's solicitor: Sarah Burder

E mail: sarah.burder@braintree.gov.uk

Tel: 01376 552525 Ext 2927

Tenant: TBA.

Contact: TBA

E mail: TBA

Tel: TBA

Tenant's solicitor: N/A

Demise: Land with building erected thereon and known as Unit 46. It includes structural and non-structural walls, doors windows and ceilings, Landlord's fixture and fittings, service installations serving the unit only,

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all alterations and additions, all the structural parts of the Unit including the foundations, roof, and exterior walls.

Car parking and access	The right of way with or without vehicles over the roads of the Landlord's Springwood Industrial Estate. The right to park vehicles on the Car Parking Areas
Lease:	A new 6-year lease term commencing from the date of the lease.
Rent:	<p>The rent will be £TBC pa exclusive</p> <p>To be payable monthly in advance on the 1st of the month by direct debit.</p>
Rent review:	N/A
Rent deposit:	A deposit of £TBC + 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 as a general industrial building within the current Use Classes B1/B2/B8 & Class E.
Repair:	<p>The property is to be taken as seen on a Full Repairing & Insuring basis, subject to:</p> <p>To repair keep clean and in good and substantial repair, to the satisfaction of the Landlord the interior and exterior of the Premises, the fixtures and fittings, glass and windows and Conducting media within the Unit.</p> <p>A photographic Schedule of Condition to be supplemented to the lease.</p>
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.
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

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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 to pay all outgoing and utility bills. To pay by way of further rent a fair proportion of the cost in maintaining the roadway Approach Ways Car Park Area, the Conducting Media, and other services within the Estate.

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.

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. Erection of new buildings or extensions is prohibited on any part of the Unit. Additions or alterations to the exterior of the Unit, or to any load bearing part of the Unit, its roof, or foundations, is prohibited.

Security of Tenure:

The demise is not to be contracted out of S.24-28 of the 1954 Landlord and Tenant Act.

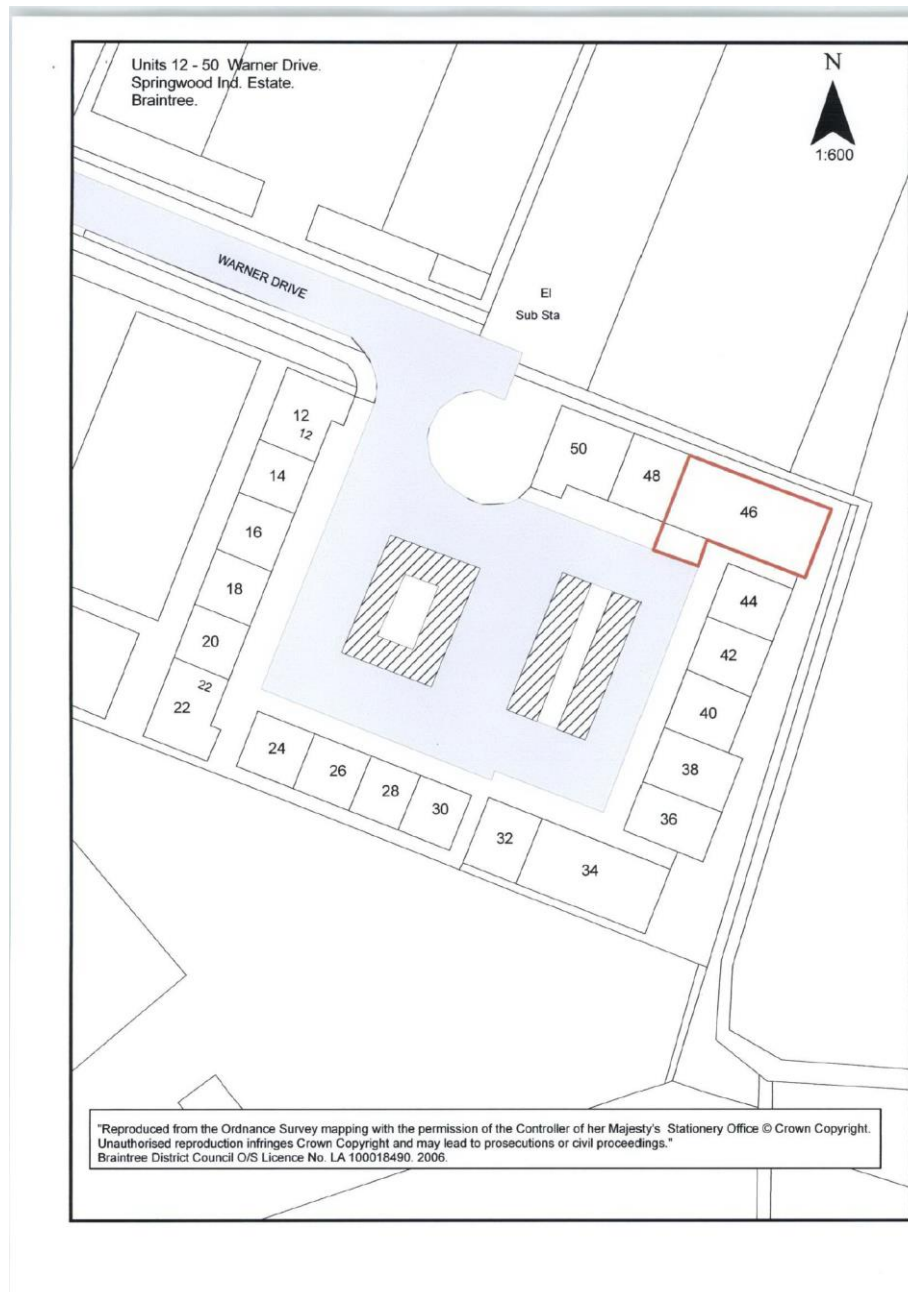
Conditions:

Subject to Contract.

Subject to Formal Council Approval

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Lease Plan



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VIEWINGS

Viewings will be conducted on the following dates:

Thursday 21st March 2024 from 10.00am to 11.00 am.

Thursday 28th March 2024 from 10.00am to 11.00 am.

Please register for a viewing at any of these times with 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 12 of this form.
This whole information pack and the whole application form is to be submitted by post or email.

By Post

The sealed bid should be in a plain brown envelope marked "46 Warner Drive" and have no other markings on the envelope and should be addressed to:-

Mr Paul Quin
Interim Head of Asset Management
Braintree District Council.
Causeway House
Bocking End
Braintree CM7 9HB

The application should arrive no later by 12.00pm Thursday 4th April 2024.

By Email

Alternatively, your application in pdf form, can be emailed to Mr Quin at:-

paul.quin@braintree.gov.uk to be delivered no later than 12pm Thursday 4th April 2024. (Please ensure you request an email delivery receipt).

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Springwood Industrial Estate
Braintree CM7 2YW**

Evaluation Approach & Methodology

1. Introduction

- 1.1 The Council is seeking a company or individual/s to lease the Unit.
- 1.2 This document sets out the evaluation approach for assessing the tenders submitted for the leasing of the Unit.

2. Evaluation approach

- 2.1 The Lease will be granted on the basis of the submission evaluation criteria.
- 2.2 The Council has established an evaluation methodology and will be carrying out the evaluation of the Tenders by applying the methodology set out below in Section 3.1.
- 2.3 The Council reserves the right to hold interviews with any or all of the Tender applicants at its discretion.
- 2.4 Tenders that do not contain all complete and correct information, (including supporting evidence for evaluation purposes), may be rejected by the Council. The Council does not undertake to award a lease to the highest rental offer or any tender and reserves the right to cancel or withdraw the Tender process at any stage; and/or not to award a lease.

3. Evaluation Criteria and Weightings

- 3.1 Tenders will be evaluated against the following criteria and weightings.

Criteria	Explanation	Weighting	Example Score out of 10	Example Evaluation Score
Rental Offer	The level of rent in excess of £17,500 pa exc.	60%	8	$\frac{8}{10} \times 60 = 48$
Credit Check	The Council will carry out a credit check on individuals and or directors with the Council looking for credit	30%	7	$\frac{7}{10} \times 30 = 21$

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	ratings that are not adverse.			
Proposed Use	The Council would like to see a use that does not conflict with other uses on the estate, and which are within the Use Class of the current Town and Country Planning legislation	10%	8	$\frac{8}{10} \times 10 = 8$
Total		100%	23	77 scored

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

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Tender Application Form
Unit 46 Warner Drive Springwood Industrial Estate Braintree CM7 2YW
TO BE COMPLETED BY THE APPLICANT/S

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.....

Is this a new business: YES/NO.

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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
<p>Does the Company have Limited Liability Status? YES/NO</p> <p>If YES: Guarantors</p> <p>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.</p> <p>Please provide details of Directors who will act as guarantors.</p> <p>Director (1).....</p> <p>Home Address.....</p>

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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.....

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.....

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Business.....
Address.....
Email Address.....Mobile/Telephone Number.....
Relationship.....
Reference 2
Contact Name.....
Business.....
Address.....
Email Address.....Mobile/Telephone Number.....
Relationship.....

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 only.....passport/driving licence seen (delete as applicable).

I/We confirm that I/We have read and understood the information pack and wish to apply to Braintree District Council to enter into a lease for the use and occupation of 46 Warner Drive subject to agreement of matters in relation to the lease.

My rental offer in excess of £17,500 per annum for a 6-year lease at Unit 46 Warner Drive exclusive of all other outgoings will be:-

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£.....

(Please express in numerical value and words)

APPLICATION COMPLETED AND SUBMITTED BY:

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

.....
.....

SIGNATURE(S) OF APPLICANT(S)

.....
.....

DATE:.....

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