

0.226 ha / 0.559 acre POTENTIAL RESIDENTIAL DEVELOPMENT SITE
subject to planning TO INCLUDE A REPLACEMENT CHURCH FACILITY AND
TWO BEDROOM UNIT WITHIN THE DEVELOPMENT returned to the seller

St Mary's Hall, Ashwell Avenue, Luton, LU3 4AU



Site Plan
For identification purposes only – not to scale

For sale by private treaty
Offers invited, subject to contract and subject to planning



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Situation and Description

The site comprises St Mary's Hall, a single storey community facility with parking and soft landscaped areas, occupying a total site area of 0.228 hectare / 0.536 acre. The property is shown edged red, for identification purposes only, on the attached plan, which is not to scale.

The site is located in Ashwell Avenue, just off Sundon Park Road, on the northern side of Luton, just under one mile from Legrave Thameslink Station. Schools, bus routes, local shopping and other amenities are within walking distance. Legrave Station provides a link to London Kings Cross/St Pancras International, Moorgate and Underground stations. The M1 motorway is within a short distance. Luton Airport is within two miles.

Services

All mains services are understood to be available within the vicinity of the site. No enquiries have been made of the supply authorities.

Planning

The Luton Local Plan (2011-2031) is the current adopted Local Plan. This Plan was adopted in November 2017.

The site is not subject to any site specific planning designations other than the general policies in the Local Plan.

It is considered that the site might accommodate a residential development of flats or town houses together with a replacement church facility, subject to planning. An indicative specification for the new church facility is included below.

Sale

The property is offered for sale by private treaty, on a subject to planning and contract basis. Indicative Heads of Terms, detailing the proposed method of sale, are set out below.

Offers are to be accompanied by a sketch plan showing how the redevelopment of the site is envisaged, together with an indicative, dimensioned floor plan of the proposed replacement church facility.

The Parochial Church Council also requires the provision of a 2-bedroomed dwelling, within the scheme, for its use.

Viewing

The site may be viewed from the road at any time. Access onto the site and/or to the hall is strictly by prior appointment.

Enquiries

All enquiries to;

Toni McDaid of SPACE ESTATES

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INDICATIVE SPECIFICATION FOR NEW CHURCH/COMMUNITY FACILITY

1.0 Design

- 1.1 Single storey building, but with 3.5m minimum internal headroom, ancillary office, kitchen, WC (including accessible WC), lobby accommodation and storage
- 1.2 Hall – internal area 14m x 7m plus a chapel area 7m x 7m
- 1.3 Office – minimum floor area 3m x 3m
- 1.4 Stores to Main Hall and to Meeting Room
- 1.5 Minimal maintenance liabilities, eg: no external painting, no valley gutters, no rooflight windows
- 1.6 Building to be as environmentally sustainable as possible, in terms of materials, performance, energy usage, solar gain

2.0 Standards

- 2.1 To meet all planning and building control requirements for a building falling within Class F - Local Community and Learning under The Town and Country Planning (Use Classes) Order as amended from 1 September 2020
- 2.2 The development works shall be designed and constructed to incorporate, and be in accordance with, the latest relevant requirements of the following:
 - a) Local planning authority
 - b) Building Regulations
 - c) British Standards
 - d) Codes of Practice
 - e) Principles of Secured by Design
 - f) Fire Officer
 - g) Health and Safety at Work Act 1974/CDM Regulations 2015
 - h) Approved Structural Warranty scheme
 - i) All Utilities (Gas, Electricity & Water)
 - j) Telephone
 - k) Sky Satellite / Cable Operator
 - l) Environment Agency
- 2.3 The PCC is favourably disposed to the idea of installing solar panels, sited to be as inconspicuous as possible.

3.0 Roofs

- 3.1 Pitched and tiled/slated
- 3.2 Flat areas: ideally no flat roofs to be incorporated

4.0 Walls: External

- 4.1 Facing brick or other maintenance free finish (no profile sheet)

5.0 Walls Internal

- 5.1 Skim and Plasterboard or similar finish

6.0 Ceilings

- 6.1 Skim and Plasterboard or similar finish

7.0 Windows/External Doors

- 7.1 Powder coated, aluminium framed, double glazed units (no uPVC)
- 7.2 Internal window boards painted MDF
- 7.3 Composite external doors with letterbox either in main door or in wall to side

8.0 Internal Doors

- 8.1 Pre-finished oak Solid core fire doors throughout. Vision panels tbc, self-closing chrome ironmongery to meet building control and fire requirements.
- 8.2 Door widths to consider width and convenient access for users of limited mobility

9.0 Floors

- 9.1 Coir Matting to mat wells and heavy contract carpet or equivalent to entrance areas.
- 9.2 Slip resistant ceramic floor tiling to kitchen, WCs, stores.
- 9.3 Heavy contract vinyl flooring to Hall and Meeting Room, heavy contract carpet to Office

10.0 Decorations

- 10.1 Internal doors: Pre-finished oak
- 10.2 Skirtings, architraves etc. Pre finished oak
- 10.3 Plasterwork: Painted emulsion

11.0 Signage

- 11.1 To meet building control, fire and safety requirements
- 11.2 Externally illuminated sign for front of building

12.0 Heating/Hot Water

- 12.1 Electric central heating system (gas not essential)
- 12.2 Underfloor heating to all spaces to achieve 20 degrees internally with external temperature at 20 degrees. Hot and cold water to supply all wash basins in WCS and to kitchen

13.0 Electrical

- 13.1 LED spot Lighting throughout
- 13.2 Double White plastic sockets throughout
- 13.3 Fire escape alarm and signage, (blankets and extinguishers by others)
- 13.4 Power supply and wired for alarm (alarm provided by others)
- 13.5 Incoming BT socket in office
- 13.6 Co-ax box for media connections
- 13.7 Wired for AV system to Main Hall

14.0 Ventilation

- 14.1 Opening lights to windows to meet building control requirements
- 14.2 Extract ventilation to kitchen and WCs to meet building control requirements

15.0 Joinery

- 15.1 150mm finished oak skirtings
- 15.2 100mm finished oak architraves
- 15.3 PAR softwood battens to heads of all window openings to facilitate fixing of recessed blinds by others
- 15.4 Externally any fascias/soffits/barge boards to be stained timber

16.0 Kitchen Units

- 16.1 Silestone and/or stainless steel worktops
- 16.2 Solid carcass Base and wall units
- 16.3 1½ bowl size stainless steel sink with side drainers
- 16.4 Freestanding oven, fridge, microwave and dishwasher

17.0 WC Fittings

- 17.1 Low level/close coupled WCs and cubicles
- 17.2 Washbasins with sensor operated taps
- 17.3 Electric hand drier
- 17.4 Equality Act compliant disabled WC with Part M pack

18.0 Wall Tiling

- 18.1 White (approved by PCC's Surveyor) to 300mm high around kitchen worktops and splashbacks to all washbasins

19.0 External Works

- 19.1 Parking area to finished in permeable block paving or equivalent for 8 cars minimum
- 19.2 Footpaths finished in block paving
- 19.3 Soft landscaping – turf and planting
- 19.4 Level access threshold
- 19.5 Dusk to dawn LED external light to external doors and car park area to meet Secured by Design requirements
- 19.6 Bike racking for 10 minimum bikes.

20.0 Utilities

- 20.1 Electric – Metered, supplied.
- 20.2 Gas – (if installed) Metered, supplied.
- 20.3 Water supply – Metered, supplied.
- 20.4 Telephone - Customer to contact BT or another supplier for new contract.
- 20.5 Cable – Recessed ducts provided.
- 20.6 Mains foul drainage – Mains drains connection.

INDICATIVE HEADS OF TERMS
Subject to Contract

Date: TBC

Property: **St Mary's Hall**
Ashwell Avenue, Luton, LU3 4AU

Seller: Managing Trustee:
The Parochial Church Council of Sundon

Custodian Trustee:
The St Albans Diocesan Board of Finance

Seller's Solicitor: Debenhams Ottaway

Buyer: TBC

Buyer's Solicitor: TBC

Price: **£TBC** the price to be utilised to build a church facility with ancillary accommodation and dedicated off street parking (see attached Indicative Specification) and at nil cost to the seller a 2-bedroomed dwelling within the redevelopment.

Subject to planning, soil survey and subject to contract, and subject to the Buyer receiving permission for residential development on the remainder of the site.

The offer figure makes allowance for Section 106 / CIL costs.

The Buyer will, with the Seller's assistance/co-operation if required, submit a viability statement to argue that Section 106 payments should not be imposed.

Terms: The transaction will proceed by way of an Option Agreement. The Option Payment is £1,000 which shall be deductible from the eventual purchase price on completion.

Development of the land is to be carried out under a Building Licence with the Seller retaining the freehold of the entire site until certification of Practical Completion of the replacement church hall.

The Buyer may proceed with developing the entire site but may not sell any units before Practical Completion of the church facility and residential unit.

Upon certification of Practical Completion of the church facility, the Freehold of the land (not comprising the church facility) will transfer to the Buyer. The two bedroom unit within the development to be returned to the PCC at nil cost can be Freehold or Long Leasehold.

The church facility shall be designed and built to a specification agreed with and approved by the Seller's Surveyor. The building shall internal area 14m x 7m plus a chapel area 7m x 7m.

An indicative specification for the proposed church centre and is attached. An agreed form will be annexed to the Option Agreement.

The Buyer is to be responsible for erecting and thereafter maintaining any boundary fence (should any fencing be incorporated in the scheme) between the church facility and the residential development.

The Buyer is not permitted to assign the benefit of the Option.

The Buyer is obliged to remove any entries registered against the owner's title in the event of non-exercise of the option.

Covenants:

The land to be transferred to the Buyer shall be subject to the following covenants:

1. Not to develop the site other than in accordance with plans previously approved in writing by the Seller's Surveyor
3. Not to use the property other than for residential purposes
4. Not to use the property for any purpose contrary to the principles and beliefs of the Church of England
5. Not to use the property for the sale of alcohol
6. Not to cause nuisance to the occupiers of the church hall
7. Not to use the site as a factory or for any manufacturing or industrial undertakings or for industrial purposes of any nature or kind whatsoever

Submission of Application

The purchaser shall be required to submit a detailed planning application within twelve weeks of exchange of the Option Agreement, in default of which the Seller may rescind the contract and forfeit the deposit.



The Buyer will keep the Seller's Surveyor informed of all discussions with the local planning authority, and/or will allow the Seller's Surveyor to attend any planning meetings (in an observational role only)

The Buyer shall use all reasonable endeavours to pursue the application.

The Seller's consent shall be required to any changes in the planning application, such consent not to be unreasonably withheld.

The Seller shall not object to the planning application if the foregoing terms have been satisfied.

Deposit: On exercise of the Option, the Buyer will pay a 10% deposit to be held by the Seller's solicitors as stakeholders

Exchange of Contracts: The Option shall be exercised no later than 21 days from receipt of an unchallenged planning permission/conservation area consent.

Completion: 21 days from the date of exercise of the Option.

Appeal: If an appeal has been lodged or an application has been submitted and is yet to be determined by the long-stop date, (and no other planning permission is yet in place), the long-stop date will be extended to 21 days after an appeal or application decision is received.

Long Stop Date Twelve months from the date of the Option Agreement

Fees/costs: The Buyer shall meet all the costs of specialist reports, design and statutory planning fees in connection with the obtaining of planning permission.

The Buyer shall meet the Seller's legal and agent's fees/costs incurred in relation to the sale of the site.

VAT: Not payable, other than on costs.

Local Authority: Luton Borough Council



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TM/AUG2023

