

Unique opportunity for Community Groups /
Local Businesses to creatively repurpose
Public Toilet premises

**Marsh Road
Seaton
Devon
EX12 2LQ**



Offers invited for a long term leasehold interest



Approx. 549 SQ FT (51m²) GIFA

- Includes store room , disabled, male and female toilet facilities with separate ground floor entrances
- Situated close to Seaton Town Centre , Seafront & Seaton Wetlands
- Possible alternative uses might include a café, take away , kiosk, bike hire facility , studio, eco hub or community hub (Subject to Planning Consent)



Location

Conveniently situated in a predominantly residential area close to Seaton town centre shops but also within walking distance of Seaton Wetlands and Seaton seafront.

Description

Marsh Road is a standalone, single storey public toilet with a floor area of approx.549sqft /51 sqm, with separate entrance points to the facilities which comprise 4 female toilets, 2 male toilets 1 urinal and a disabled toilet. The property also has a store room.

Services

Mains electricity (single phase)
Mains water & sewage

Business Rates

Business Rates are not currently payable on public toilets. Future business rate liability will depend upon use. Please make your own enquiries in this respect.

Principle Terms

Once an 'in principle' offer has been accepted, the successful party will be asked to follow a standard set of Heads of Terms.

The following key terms are non-negotiable:

- 25 year Contracted Out Lease
- Rent will be based on the proposed use of the premises and is to be paid quarterly in advance
- 5 yearly rent reviews to RPI
- Full repairing & Insuring liability
- At least part of the premises must be used to provide a publicly accessible toilet for the duration of the lease. The configuration of the

accessible toilet provision shall be agreed at the commencement of the term and such provision will be fixed for the first ten years of the lease. However, the Tenant may apply to the Landlord to vary the type of accessible toilet facility after the first ten years of the term with consent not to be unreasonably withheld but some other form of accessible toilet must be provided in its place.

- Alternative uses of remaining part of the building which will be considered favourably include, but are not limited to, café, studio office, kiosk, storage, community facility & workshop or similar use.
- Any change of use application relating to the alternative use of the building during the first ten years will be subject to the Landlord's prior written consent which the Landlord can withhold in its absolute discretion.
- Thereafter, a change of use in respect of the alternative use will be subject to the Landlord's prior written consent, such consent not to be unreasonably withheld.
- The Tenant may only assign the whole of its interest in the property during the first 10 yrs. with the Landlord's prior written consent which the Landlord can withhold in its absolute discretion. Thereafter the Tenant may assign the whole of the premises with the landlord's consent which shall not be unreasonably withheld. The Tenant cannot assign part of the property at any time.
- The Tenant can sublet part or whole of the property subject to the Landlord's prior written consent which shall not be unreasonably withheld.

- The Property is to be let in a serviceable condition with no serious outstanding defects. All outstanding works will be agreed between the parties prior to occupation. If a building component is broken, it will be repaired, but anything that is dated or in poor condition but functioning adequately, will not be replaced, renewed or improved by the EDDC.

Offers which do not include a toilet provision

Where the proposal does not include the provision of a toilet for use by the public, a separate version of Heads of Terms will be provided.

Key Considerations

Evaluation of any offer will focus on the proposed use of the building, with significant weight being given to the prioritisation of community uses which have a positive impact on community relations, such as community hubs or café where people can come together and where the public can still access a public toilet. Uses which support local businesses and which offer a retained toilet provision will also be considered favourably.

Gambling or any illegal or immoral uses are expressly forbidden.

All alternative use proposals will be subject to planning consent.

VAT

An option to tax has not been exercised.

Legal Costs

Each party is to be responsible for their own legal costs.

Energy Performance Certificate

It is not believed that an EPC is required as energy is not used to condition the interior climate. However, please make your own enquiries in this respect.

Viewing and Further Information

Viewing the property can be arranged by prior appointment with Property Services by calling us on 01395 571589 or via email to property@eastdevon.gov.uk

Disclaimer

The East Devon District Council as lessors give notice that:-

1. These particulars do not constitute any part of an offer as a contract.
2. All statements contained in these particulars as to this property are made without responsibility on the part of the Council or its Officers.
3. None of the statements contained in these particulars as to this property are to be relied upon as statements or representations of facts.
4. Any intending lessee must satisfy himself by inspection or otherwise as to the correctness of each of the statements contained in these particulars.
5. The Council and its employees do not have any authority to make or give any representations or warranty whatsoever in relation to this property.

Outline Assessment Criteria for Offers

Evaluation of any offers made for site will focus on the proposed use of the building, with significant weight being given to the prioritisation of community uses or those of local businesses and which offer a retained accessible toilet provision.

For the avoidance of doubt, an offer which includes a suitable and site appropriate, publicly accessible toilet provision will score more highly than a proposition for a community, business or another use which does not include a toilet provision.

Once an offer has been accepted, the successful party will be provided with a standard set of Heads of Terms which will need to be signed before lawyers can be instructed. Key, non-negotiable clauses which form part of those Heads of Terms are detailed above.

Further credit will be given if the offer provides all or any of the following features:

- Access is retained to some form of toilet for non-customers.
- Accessibility Standards are met for the publicly accessible toilets which are provided within any alternative uses.
- Multiple cubicles are available as opposed to a single toilet provision.
- Improvements are made to the baby change facilities which all genders can access.
- The toilet design incorporates a dry and clean place to put/hang medical equipment.
- Whilst the premises are used in part or whole as publicly accessible toilet, a formal undertaking is provided which confirms the Tenant will comply with the British Toilet Association Best Practice Guide for the length of the lease.
- The proposed hours of use for the publicly accessible toilet are for consistently more hours than the minimum hours of operational use for nearby publicly accessible toilets.
- Alternative uses are suggested which have a positive impact on community relations, such as community hub or café where people can come together and where the public can still access a public toilet
- All fit outs and building proposals to use sustainable materials, be energy efficient and low carbon in nature.