

## Residential long leasehold interest: Foxglove Gardens, Coleford, Forest of Dean, Gloucestershire

### **PART A - requirements**

**Closing Date for Expressions of Interest: 17:00 hours 31st October 2020**

Contents table

<b>The Proposal .....</b>	<b>3</b>
<b>Site Description .....</b>	<b>3</b>
<b>Part A - Statement of requirements/ specification .....</b>	<b>4</b>
<b>Annex A – General specification and property details of Foxglove Gardens .....</b>	<b>7</b>
<b>North Block Flats 8-10 .....</b>	<b>7</b>
<b>South Block Flats 1-7 .....</b>	<b>8</b>
<b>Annex B – Heads of Terms leasehold interest.....</b>	<b>18</b>



## The Proposal

On the 9th December 2019 the Council completed its new development at Foxglove Gardens, Coleford. This new build development on the former Lawnstone House and bungalow site next to the district council offices comprises 10 X 1 bed apartments, three commercial units as well as public space and gardens.

**The Council is seeking expressions of interest for:**

- **Lot 1 - long lease interest of 6 flats and all residential common areas**
- **Lot 2 - management of 4 flats which are currently let**

The Council's preference is to have a contract with the Head Leasee for the management of the existing let residential units, however it wishes to obtain best consideration for the lease and value for money on the management contract and therefore wishes to consider separate bids and will evaluate them on this basis.

The Council may not choose to appoint the Head Leasee to manage the existing let units and may appoint another party to provide this service.

The Expression of Interest information contains two parts:

- Part A of the bid sets out requirements and Heads of Terms for Lot 1 & 2
- Part B sets out the instructions to bidders and submission details required

## Site Description

The site is located in the heart of Coleford within close access to the town centre. The historic market town of Coleford is in the delightful Forest of Dean, close to the Wye Valley. Well located for motorway links (M50 & M48 are within a 12 mile radius) yet enjoys a full range of local facilities to include: Cinema, Post Office, Bank, Library, Shops, 2 Supermarkets, Pubs and Restaurants, primary and secondary schooling and two separate Golf Courses.

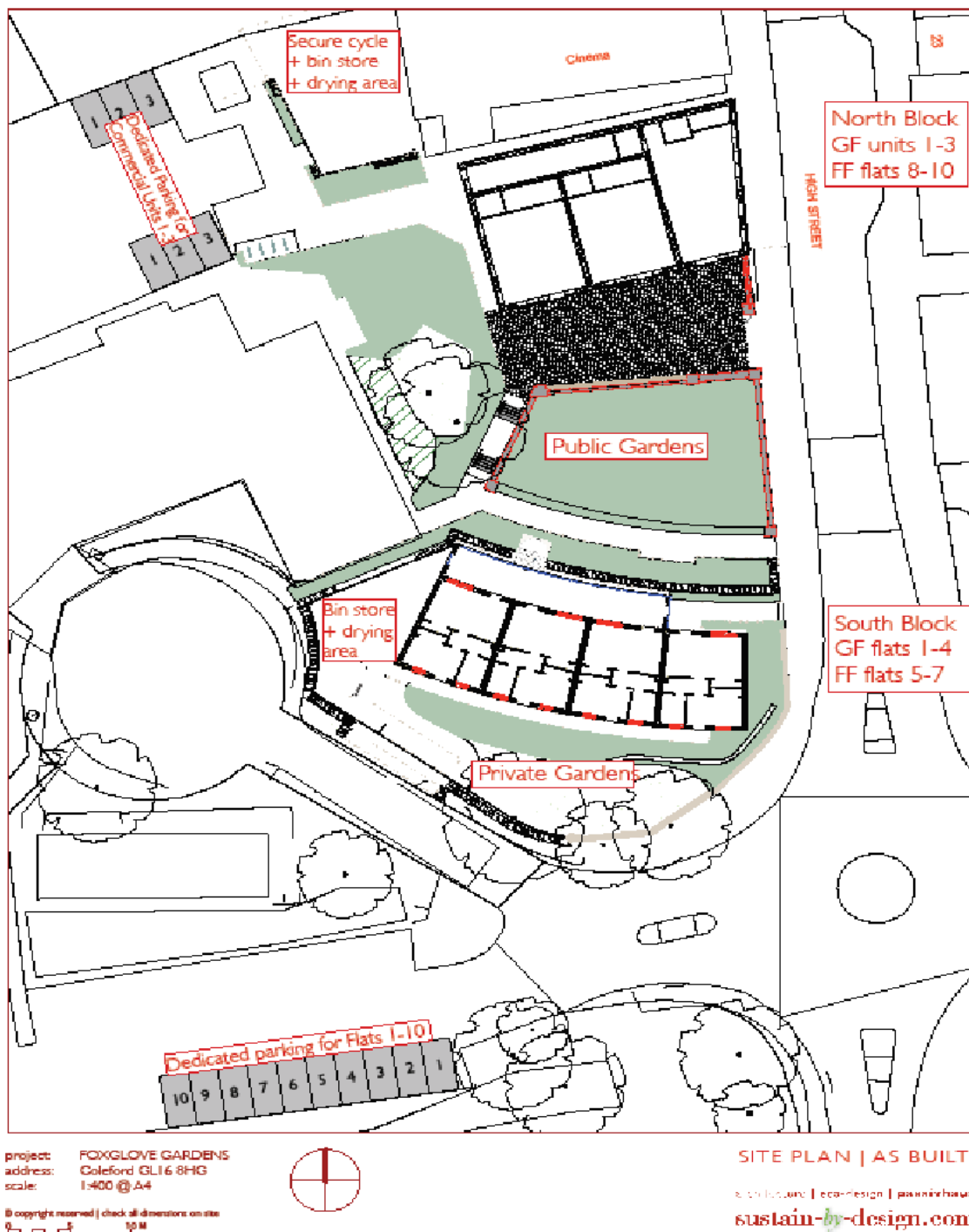
The development comprises ten one bedroom apartments located within north and south blocks. The south block, Flats 1-7, contains four ground floor and three first floor apartments, all benefiting from access to a private communal garden and storage area. The north block, Flats 8-10, contains three first floor apartments which are accessed via a shared secure entry hallway with two of the apartments featuring large private balconies. All the apartments have one allocated parking space.

These brand new apartments have been purpose built by Forest Of Dean District Council to an extremely high standard to provide a unique opportunity for high quality accommodation in the private rental market. Each apartment benefits from open plan living, modern kitchen and bathroom, composite double glazing throughout, electric heating, brand new fixtures and fittings, and ample storage. Externally there are communal outdoor areas or a private balcony, allocated parking space and an ideal town centre location for easy access to shops and amenities.

The apartments centre on a courtyard complex with commercial units, landscaped gardens and seating areas to create a new social hub within the town. The attractive development has been carefully constructed to incorporate local Coleford materials and has been built using local contractors. The development features environmental credentials such as solar panels and sustainably sourced wood.



A general site layout plan is set out below. General specification and details of the flats and associated facilities together with photos of the property are attached at Annex A.



## Part A - Statement of requirements/ specification

### Lot 1 - Commercial long lease of 6 X 1 bed private rented flats and associated common areas

The Forest of Dean District Council is seeking expressions of interest for the leasehold interest of 6 X 1 bed open market rented flats at Foxglove Gardens Coleford.

The following flats are currently occupied, flats numbers 2, 4, 8, & 9.

General specification and details of the flats and associated facilities together with photos of the property are attached at Annex A.

Attached at Annex B are proposed Heads of Terms for the leasehold interest. In these terms the Landlord is Forest of Dean District Council.

The proposed lease is for a term of 25 years with no landlord break options, however bidders should set out as part of these responses whether any tenant breaks are required and if so at what dates/ intervals.

These terms seek to set out the principles of the lease and the Council will review in detail with the preferred Bidder based on their offer for the leasehold interest.

The lease includes flat numbers 1, 3,5,6,7 & 10 and internal and external common areas for North and South Block residential areas. The open space between the two blocks will be retained by the Council for the benefit of all parties and the public.

Should the occupied flats numbers 2, 4, 8, & 9 become vacant then the Council would require the Head Leasee to enter into a Deed of Variation to include these units into the demise of the leasehold interest, becoming part of the overall lease on the same terms.

The site is in a prime location within the High Street with commercial units within the overall development and adjacent to the Council's offices. It is therefore essential that the Head Leasee offers proactive management of the units to ensure the site is well maintained, and any anti-social behaviour is immediately dealt with, to ensure quiet enjoyment of other tenants, adjacent properties and users of the site.

## **Background information - Rents**

Tenants of the occupied flats are paying the identified following market rents:

Flat 2 - £550 a month, Flat 4 - £550 a month, Flat 8 - £575 a month, Flat 9 - £575 a month.

Interest has been received with tenants indicating a wish to complete leases for 5 of the unlet units based on rents of £550 per month.

## **Lot 2 - Management service for the existing let residential units**

The bidder shall provide the full range of management services for the residential units flat numbers 2, 4, 8, & 9 which are currently let. This will include, as an example:

- Debt management - the Council will carry out collection of rent and service charge invoicing etc - management provider to progress debt/arrears once notified by the Council
- Tenancy advice (including signposting to benefits advice),
- Dealing effectively with neighbour nuisance and anti-social behaviour
- Tenancy breaches including criteria for eviction and management of legal action
- Inspections throughout the tenancy as well as a pre-termination inspection
- Tenancy abandonment
- Associated legal services for all aspects of tenancy management including serving notice and court action

- out of hours emergency service for repairs etc
- management of internal repairs which remain the landlords (Council) responsibility - level of authority to progress repairs etc to be agreed.
- Service charge apportionment
- fault notification and coordination of work to resolve defects.
- The development has a defect liability period of 1 year following handover. The Registered Provider will work with the Council, taking queries directly from residents, for repairs and defects (within the development defect period). The Council will ensure that relevant repairs are undertaken in efficient timescales.
- Where repairs arise that are outside defect liabilities, such as vandalism or neglect caused by residents, these will be recorded and carried out by the Head Leasee within efficient timescales. These repairs will be chargeable to the tenant.

**Final terms to be agreed and priced following agreement of detailed leasehold terms and split of responsibilities agreed/ assessed against existing leases/ tenancies on site.**

**Council responsibility** - The Council will be responsible for the retained areas of the site shown edged blue on the plan within the heads of terms for the leasehold interest.

### **1.1 Record Management**

Provision of accurate up-to-date records is a key element of contract performance for the management service and the Council's ability to ensure that maintenance has been carried out within timescales and where appropriate, in compliance with any relevant statutory legislation.

The Management company shall therefore provide and maintain the following records:

- Individual Tenancy Records and Agreements
- Asset management records including service and compliance
- Record instances of anti-social behaviour or neighbour nuisance, whether by residents or others
- Complaints and compliments

## Annex A – General specification and property details of Foxglove Gardens

### North Block Flats 8-10

(please note only flat 10 is sought to be commercially leased in the North Block Flats)

#### 1. Property Description

Approximate gross internal floor areas for Flats 8-10 is as follows:

**Flat 8 - 55m<sup>2</sup>, Flat 9 - 54m<sup>2</sup>, Flat 10 - 53m<sup>2</sup>,**

Provided below is a property description of Flat 9:

**Access** - the property is accessed via a secure entry into a communal entrance hallway. Stairs lead up to the apartment's composite front door into:

**Entrance Hallway** - Wood effect flooring, power points, door into large airing cupboard which houses the domestic hot water boiler with shelving above and electrical consumer unit, access to loft space.

**Open Plan Kitchen/Living Room** - 6.53m x 4.70m (21'5" x 15'5") - The kitchen area comprises a modern range of fitted base and drawer mounted units, built in Beko electric oven with four ring induction hob above, extractor fan, one and a half bowl stainless steel single drainer sink unit with mixer tap above, space for fridge, space for freezer, space and plumbing for washing machine, power points, tiled flooring, tiled surround, ceiling spotlights.

The living area has wood effect flooring, telephone entry control system, electric wall mounted radiator, power points, telephone point, television point, ceiling spotlights, side and rear aspect composite double glazed windows, steps lead up to a rear aspect composite double glazed French doors leading out to the balcony.

From the kitchen/living area there is a door into:

**Shower Room** - 2.97m x 1.68m (9'9" x 5'6") - A good sized shower room containing a double shower cubicle with mains shower attachment and tiled surround, close coupled w.c., vanity wash hand basin with mixer tap, tiled splash back, mirror above, extractor fan, electric heated towel rail, tiled flooring, side aspect composite double glazed frosted window.

**Bedroom** - 3.58m x 3.00m (11'9" x 9'10") - Wood effect flooring, power points, electric heating radiator, rear aspect composite double glazed window.

**Balcony** - 5.54m x 2.31m (18'2" x 7'7") - A block paved patio and seating area enclosed by railings and a double height wooden canopy.

#### 2. Energy Performance Certificates

Flats 8 & 10 achieves an EPC Energy Rating D, whilst Flat 9 achieves an EPC Energy Rating C

#### 3. Access & Post

Flats 8-10 will be accessed by key-fobs operating the shared entrance door suited keys to each flat

The North Block Flats have an Intercom entry system with a combined 6-way unit set into the main entrance screen.

#### **4. Waste storage + collection**

Individual bins and recycling containers will be provided by the waste collection authority. To be kept in the position shown on the site plan, through a gate secured by a code-operated lock.

It will be the tenant's responsibility to move bins to the road-side as requested by the waste authority, and return to the storage location.

#### **5. Cycle storage**

Tenants may have access to the covered cycle store in the secure compound shown on the site management plan. Access to the compound will be through a gate secured by a code-operated lock.

#### **6. Clothes drying area.**

Each flat will be allocated a rotary dryer located in the secure compound shown on the site management plan.

Access to the compound will be through a gate secured by a code-operated lock.

#### **7. Maintenance + lighting of common areas**

The shared entrance, lobby, stair and landing are the principal fire escape route, and must be kept clear of obstructions at all times.

Maintenance of lighting and cleaning of these areas will be the responsibility of FODDC.

### **South Block Flats 1-7**

(please note that flats 1,3,5,6 and 7 are sought to be commercially leased in the South Block Flats)

#### **1. Property Overview**

Approximate gross internal floor areas for Flats 1-7 is 53m<sup>2</sup>,

Provided below is a property description of Flats 1-7:

#### **Open plan kitchen/living room 20'10" x 12'6" (6.35m x 3.81m)**

The kitchen area comprises a modern range of fitted base and drawer mounted units, built in Beko electric oven with four ring induction hob above, extractor fan, one and a half bowl stainless steel single drainer sink unit with mixer tap above, space for fridge, space for freezer, space and plumbing for washing machine, power points, tiled flooring, tiled surround, ceiling spotlights.

The living area has wood effect flooring, electric wall mounted radiator, power points, telephone point, television point, sliding doors into a storage cupboard with shelving, ceiling spotlights, front aspect composite double glazed window.

From the kitchen/living area there is a door into:



### **Inner hallway**

Wood effect flooring, power points, door into large airing cupboard which houses the domestic hot water boiler with shelving above.

### **Bedroom 15'1" x 9'0" (4.60m x 2.74m)**

Wood effect flooring, power points, electric heating radiator, sliding doors into built in double wardrobe with hanging rail and shelving, rear aspect composite double glazed window, rear aspect double glazed door leading out to the rear shared garden.

### **Shower room 9'0" x 7'0" (2.74m x 2.13m)**

A good sized shower room containing a double shower cubicle with mains shower attachment and tiled surround, close coupled w.c., vanity wash hand basin with mixer tap, tiled splash back, mirror above, extractor fan, electric heated towel rail, tiled flooring, rear aspect composite double glazed frosted window.

## **2. Energy Performance Certificates**

Each of the flats achieves an EPC Energy Rating C

## **3. Access & Post**

Flats 1-7 will be accessed by suited keys to each flat.

In relation to receiving post the South Block Flats 1-7 have individual external mailboxes, adjacent to each door.

## **4. Waste storage + collection**

Individual bins and recycling containers will be provided by the waste collection authority. These will be kept in the position shown on the site management plan, in the purpose-built bin store.

It will be the tenant's responsibility to move bins to the road-side as requested by the waste authority, and return to the storage location.

## **5. Cycle storage**

Tenants may have access to the covered cycle store in the secure compound shown on the site management plan. Access to the compound is through a gate secured by a code-operated lock.

## **6. Clothes drying area**

The flats will share the rotary dryers located to the west end of the South Block.

Access is unsecured.

## **7. Maintenance + lighting of common areas**

The shared access area and balcony is the principal fire escape route, and must be kept clear of obstructions at all times.

Maintenance of lighting and cleaning of these areas will be by the Registered Provider? FoDDC? .

## **8. Shared rear garden**

This area is intended for shared use of tenants of the South Block only.

Routine maintenance, grass-cutting, leaf clearing, etc. for this area will be provided by the Registered Provider.

## **General Information for all flats**

### **1. Electricity supply**

Electricity supply to each flat will be through Forest of Dean District Council:

FODDC will contract the supply from the energy company, and will meter each supply and charge each tenant accordingly.

### **2. Internet and television provision**

Each flat has a land-line for broadband connection by the tenant. In regards to television there is a communal aerial going into each block, split to each unit.

### **3. White goods**

None of the flats are provided with any white goods

### **4. Car Parking**

All the apartments have one allocated parking space; these are shown on the site management plan.

## **South Block**











## North Block



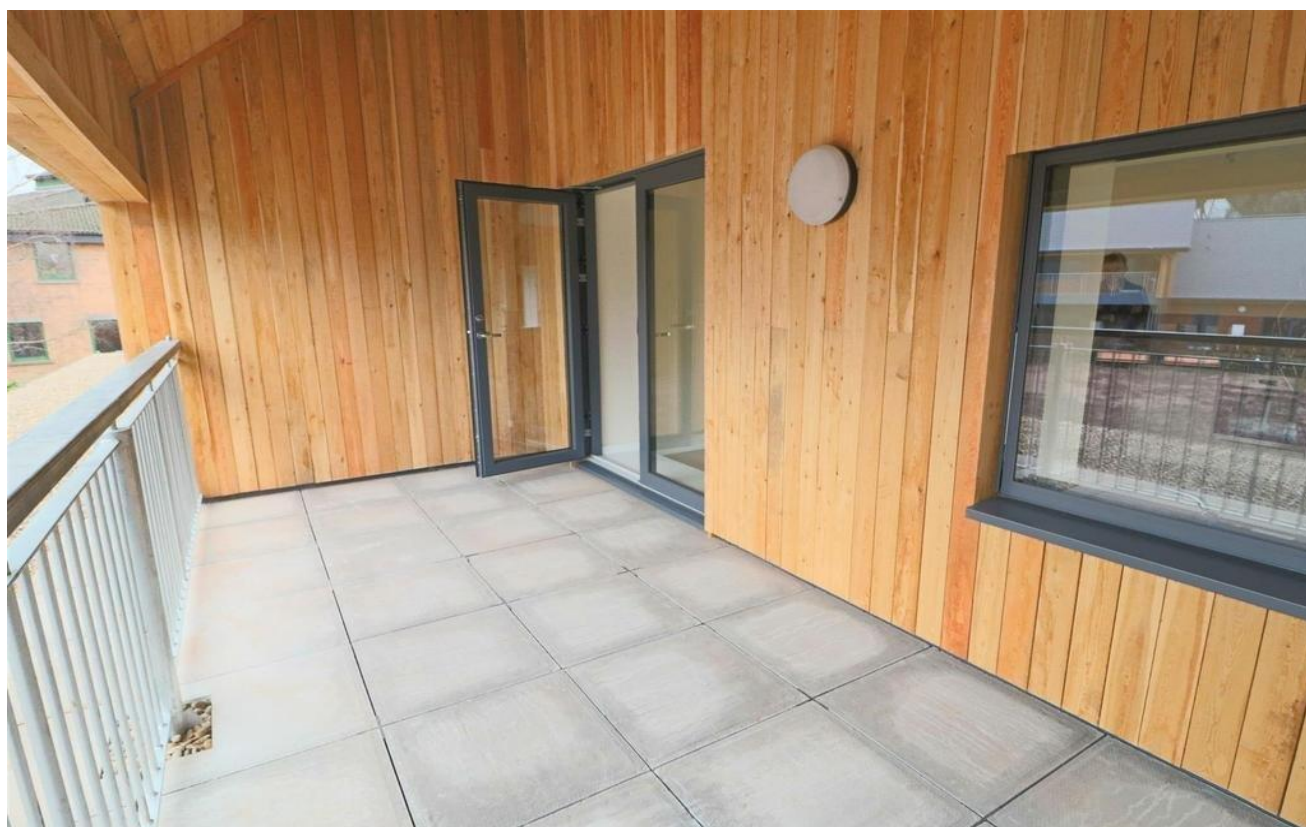
## Communal entrance











## Annex B – Heads of Terms leasehold interest

Date: September 2020

Draft for tender

Subject to final sign off in line with Council policy and Contract

Independent Legal Advice Recommended

### Heads of Terms

#### New Long Lease at Foxglove Gardens - residential units

	<b>Uniform Lease Record</b>	LEASE/00xxx
1.0	<b>Landlord</b>	
1.0	The Landlord	Forest of Dean District Council High Street Coleford Glos GL16 8HG  XXXXXXXXXX XXXXXX@publicagroup.uk
1.1	The Landlord's Solicitors	Head of Legal Services Forest of Dean District Council High Street Coleford Glos GL16 8HG FAO Susan Gargett
1.2	The Landlord's Agent	Estates Services Publica Trinity Road Cirencester GL7 1PX
2.0	<b>Tenant</b>	
2.1	Tenant's Name Address & contact details	TBC

2.2	Tenant's Solicitors	TBC
2.3	Tenant's Agent	TBC
3.0	<b>Basics</b>	
3.1	Demised Premises	Residential units no's 1, 3, 5, 6, 7 & 10 and common areas including all internal and external residential common areas as shown edged red on the attached plan.
3.2	Registered title no.	Part GR327895 Council offices title
3.3	Plans attached	Yes
3.4	Term	25 years
3.5	Rent	Options:  set out in tender document  Calculation Additional rent on Deed of variation
3.6	VAT	TBC
3.7	Payable from	Commencement of lease
3.8	Payment terms (advance/ arrears)	Direct Debit 15th of the month  Monthly or quarterly in advance
3.9	Cost Centre & Income code for Rent ( <b>please do not leave blank</b> )	??
3.10	Completion Date	1st December 2020 - tbc
3.11	Break Clause	Break options:  <ul style="list-style-type: none"> <li>• <b>No break</b></li> <li>• <b>Fixed date:</b></li> </ul> <p>Tenants may terminate this Lease by serving a notice to break at least 6 months before the ????? anniversary/s</p> <p>(Details to be confirmed as part of negotiation on final lease terms)</p>

3.12	User Clause and Tenant Use	Residential only
3.13	Rent Review	Open market rent reviewed every 5 years
3.14	Landlord & Tenant Act 1954 Secure Tenancy	Outside 1954 act
3.15	Yield Up	Yield up at the demised premises at the expiry of the tenancy in good repair with all improvements and additions.
4.0	<b>Other Terms</b>	
4.1	Rights Granted	<p>Lift and shift rights to all accessway, parking bays.</p> <ul style="list-style-type: none"> <li>• Rights to access over the necessary common areas of the landlords retained land</li> <li>• Right to use (in common with others) the facilities hatched black on the attached plan</li> </ul> <p>Right granted to use car parking bays edged brown and associate accessways - right to relocate residential parking bays elsewhere</p>
4.2	Exceptions and Rights Reserved	<ul style="list-style-type: none"> <li>• Free passage of wires pipes and conduits</li> <li>• Right to enter onto the demised premises in an emergency and to carry out emergency works</li> </ul> <p>Rights for the Council and all other parties, tenants and agents permitted by the Council to obtain necessary access over the common areas</p>
4.3	Fixtures and fittings: (Advise if Schedule will be produced)	Yes - schedule to be agreed between the parties
4.4	Services Charge (including basis for collection)	<p>Landlord to Tenant</p> <p>Fair and responsible charge for maintenance and repair of parking bays and access ways.</p> <p>Tenant to Landlord</p>



		Recharge use of utilities and cleaning/ decoration of common areas for residential units retained by the Council.
4.5	Outgoings	All Tenant  Landlord supply to be reviewed to confirm any split on electrics
4.6	Council tax	Tenant's responsibility
4.7	Insurance Responsibility	(1) Buildings – Landlord  Insurance Rent recharge to be paid by Tenant.  (2) Contents & plate glass – Tenant
4.8	Repair Liability	<b>Tenant</b>  Internal repairs and redecoration are the responsibility of the tenant.  Cleaning of common areas  Responsibility for windows and doors and internal and external staircase  All external areas maintenance and upkeep  Replacement and repairs of fixtures and fittings, service media and plant.  <b>Landlord</b>  The structure and external repairs and decoration of the property are the responsibility of the landlord.
4.11	Schedule of Condition	Yes to be agreed between the parties
4.12	Assignment and subletting	Assignment not permitted  Subletting for residential units only permitted in form agreed by the Landlord
4.13	Alterations	No alterations without Landlord's consent
4.14	Tenants Covenants	standard covenants

		<p>including nuisance etc.</p> <p>Obligation to proactively let and manage the site and keep external areas well kept and tidy.</p>
4.15	Landlords Covenants	<p>Quiet Enjoyment</p> <p>To pay fair proportion of service charge for retained residential units</p>
4.16	Signage	With Landlord's permission not to be unreasonable withheld
4.17	Security	Tenant
4.18	Health and Safety	<p>Tenant is responsible for all statutory Health and Safety compliance within the Demised Premises.</p> <p>Health and Safety responsibility letter to be signed by the Parties confirming understanding of responsibilities.</p>
4.19	Rent Deposit (please provide expenditure code if different from rent code & Estates please log on Uniform)	No
4.20	EPC Rating & Attached	C & D
4.21	Costs	<p>Each party to bear their own costs</p> <p><b>The Council reserves the right to charge for cancellation fees</b></p>
4.22	Declaration of interests – by Council	<p>Any interests/ relationship with the Tenant should be declared.</p> <p>Please confirm you have no interest with any of the above.</p>
4.23	Declaration of interests – by Tenant	<p>Any interests/ relationship with the Council, Officers and/or Members should be declared.</p> <p>Please confirm you have no interest with any of the above.</p>