

Section 1- Tender Specification
Former Knowsley Village Hall
School Lane
Knowsley Village
L34 9EN



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1.0 Introduction

Knowsley Village Hall is a unique historic building in a rural village setting, situated in a highly prominent position within the Knowsley Village Conservation Area.

Knowsley Council owns the freehold interest of the Village Hall and its associated land, shown edged red on the plan at Appendix A. The Council is seeking to dispose of the land and premises, subject to the proposed use and proposal being planning policy compliant and which enhances the physical fabric and appearance of the building and Conservation Area.

The Council is seeking to select a purchaser to enter into an Agreement for Lease and Building Lease with a subsequent freehold transfer upon satisfactory completion of the development.

The Council is inviting tender submissions by 9.30am on 29 January 2021.

This document, together with the information contained within the Appendices, sets out the planning and use considerations for the premises, instructions to parties on the submission, the evaluation process, and information which includes:

- The Location and Area Context
- The Building and Site Information
- Planning Information and Highway Requirements
- The Legal Agreements and Basis of Offer
- Instructions to parties on the Submission Requirements and Timescales
- Evaluation Criteria and Framework

The Council will evaluate the tenders received in accordance with the process set out in this document. Provided the process achieves the required outcome, the selected party, will (subject to Council approval) be granted an Agreement for Lease which will lead to the granting of a Building Lease once the agreed conditions have been satisfied, with a subsequent freehold transfer upon satisfactory completion of the development.

The opportunity of Knowsley Village Hall is set out as follows:

2.0 The Opportunity: Knowsley Village Hall

2.1 Location

Knowsley Village is in the central area of Knowsley, approximately 9 miles to the east of Liverpool City Centre and in close proximity to the M57, which links to the M62, M58 and M6 motorways. Knowsley Village is also nearby to Knowsley Business Park, one of the biggest employment areas in Europe (second largest of its kind in the North West), home to more than 800 organisations, including big names like QVC and Matalan.

The Knowsley Borough Town Centres of Prescot, Huyton and Kirkby, benefit from having a main line railway station, including direct links to Liverpool and Manchester.

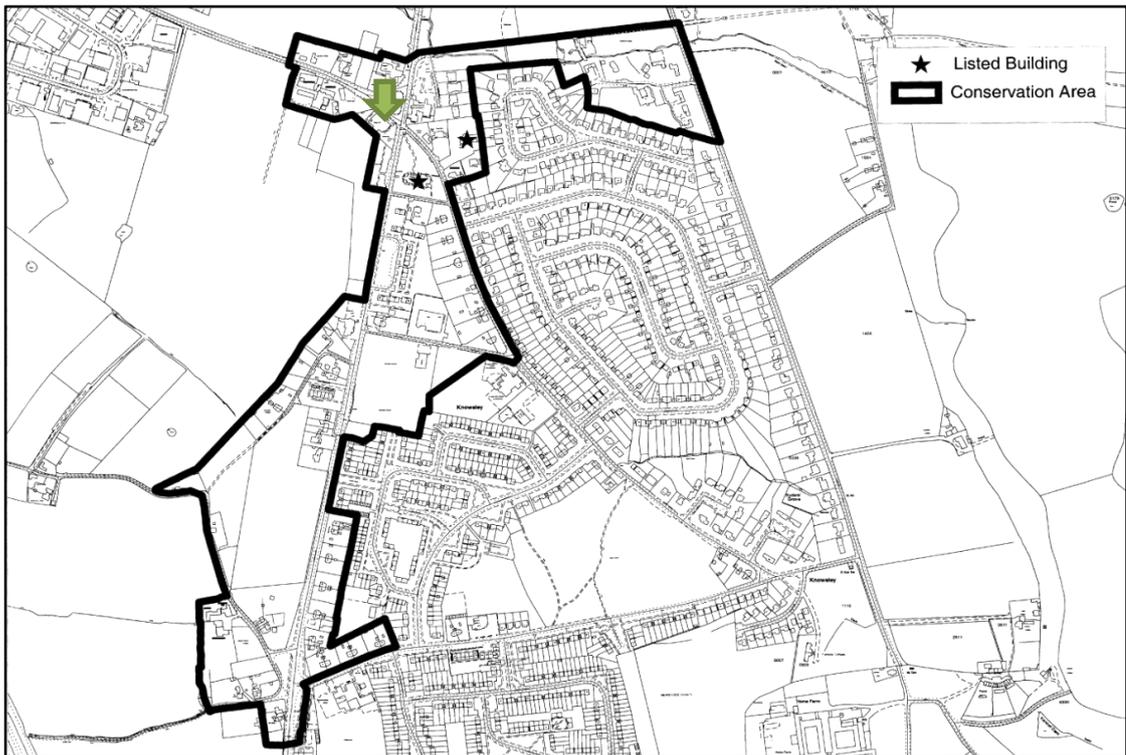
Knowsley Village is bordered by the Knowsley Hall Estate, which is also home to Knowsley Safari Park, the most popular paid for visitor attraction in the Liverpool City Region and recently voted the UK's best Safari Park on Trip Advisor. Knowsley Hall is also a prestigious event space, available for corporate events, hospitality and a leisure venue.

There are bus services on both School Lane and Knowsley Lane, which serve the local and wider areas including Liverpool City Centre and Kirkby Town Centre. Some general information about Knowsley is included at Appendix D.

2.2 Local Area Context: Knowsley Village

Knowsley Village is situated bordering the Knowsley Hall Estate, the home of Lord Derby. The Earls of Derby, in the late 19th Century, transformed Knowsley Village into a planned 'estate village', built for the workers of the Knowsley Hall Estate. Since the Second World War, the Village has grown with further housing having been built. The historic Village is a designated Conservation Area (shown edged on the plan below), which retains its leafy village character with an abundance of green spaces.

The land and premises (indicated on the plan below by a green arrow) is wholly within the Knowsley Village Conservation Area, in a highly prominent position facing the village green, on School Lane. Knowsley Village Hall forms an essential part of the "civic" group, with the Church, green, war memorial and former school; which all feature together to form a focal point in the Village.



2.3 The Building and Land : Knowsley Village Hall and Car Park

Knowsley Village Hall was built at Lord Derby's expense and designed by the Knowsley Estate architect, John Leslie. The building was opened on 17th February 1897 by the Sixteenth Earl of Derby.

Built in the late Victorian period, its primary materials are local brick, with dressings of Woolton stone and roofed in blue Welsh slate. The roof comprises projecting gables and a central part timbered dormer. The prominent gable facing Knowsley Lane and the Parish Church is architecturally embellished. There is a glazed front porch behind which is the original arcaded entrance.

Internally the main hall is a sizeable double height space, with a hammer-beam roof. Aisles either side of the hall are demarked by columns supporting the rounded archways.

The building is situated on a site which extends to approx. 0.5 acre.

The premises also include a car park located on the opposite side of School Lane, bounded by School Lane and Maypole Farm Court, and which comprises an area of approx. 0.25 acre.

The site of the building and car park are shown edged red on the plan, at Appendix A.

2.3.1 Accommodation

The building comprises a floor area of approx. 522.5 sq m (5624.19 sq ft) arranged over two floors. A schedule of the accommodation and floor areas is enclosed within Appendix B, together with photographs at Appendix C.

2.3.2 Services

The premises are serviced by electric, gas, water and telecommunications and there are existing utility services within the adopted highways of School Lane and Knowsley Lane. Utility plans are included for information purposes only at Appendix E. However, interested parties should make their own enquiries with the relevant statutory undertakers as to the location, condition and capacity of all services.

There is an electricity substation (with associated live underground cables) on the site and which contains both high and low voltage supplies.

2.3.3 Rates

The rateable value of the premises is £11,250 and the rates payable for the full financial year 2020 – 2021 is £5,760.

2.3.4 Energy Performance Certificate (EPC)

An EPC is available on request.

2.4 Ownership

The land and premises are in the freehold interest of Knowsley Metropolitan Borough Council and registered under title numbers MS586177 (for the site of the Village Hall) and MS353383 MS458050 (for the land opposite, utilised as a car park).

2.5 Planning

General

The Village Hall occupies land identified within a “primarily residential area”, but a range of alternatives could be acceptable in principle, subject to compliance with relevant local planning policy, including Policy CS19 “*Design Quality and Accessibility in New Development*” of the Knowsley Local Plan: Core Strategy (2016) and Saved Policy H5 “*Development within Primarily Residential Areas*” of the Replacement UDP (2006). These policies generally require that proposals demonstrate a high standard of design, which does not adversely affect the character of the property or street scene; and maintains a good standard of amenity for all existing and future occupants.

Policy CS20 *“Managing the Borough’s Historic Environments”* of the Core Strategy and Saved Policy DQ5 *“Development in Conservation Areas”* of the Replacement UDP are also relevant given that the Village Hall is an attractive historic building set within the Knowsley Village Conservation Area. Any development (commercial or residential) would be expected to preserve or enhance the character and appearance of the Conservation Area.

The historic character and appearance of this building should be maintained by retaining and enhancing traditional features, details and materials to the building’s exterior. Demolition of the building would not be acceptable. Enhancements such as removal of the modern porch and restoration of the arcaded front would however be welcomed.

Knowsley Village is also characterised by low boundary walls and hedges. The boundaries of the Village Hall are low walls of brick and red sandstone and as such any new features to the perimeter of the site should respect the form and materials of the walls.

In addition, trees and greenspaces around the buildings and car park site are a significant part of the character and appearance of the Conservation Area and have great amenity value to the area offering a shaded rural aspect. All trees with a diameter exceeding 75mm are protected by the provisions in s211 of the Town and Country Planning Act 1990. As such trees and planted green spaces which make a positive contribution to the amenity of the sites should generally be retained. Any tree loss would have to take into account the Council’s Tree Replacement Policy.

The building is also proximate to three listed buildings, the Grade II* St Marys Church, Grade II Knowsley War Memorial and the Grade II Old Vicarage. Any development would therefore be required to pay special regard to preserving the setting of these listed buildings.

Existing Use

The pre-existing use as a Village Hall means the building falls within planning Use Class F1, which is categorised as learning and non-residential institutions. Class F1 includes schools, non-residential education and training centres, museums, public libraries, public halls, exhibition halls, places of worship and law courts. Proposals to utilise the building for any of these uses would therefore not require planning permission. However, any proposal would have to satisfy the Council, as freeholder and vendor. Please also note, unlike the former Use Class D1, new Use Class F1 will not include clinics, health centres, crèches, day nurseries or day centres and therefore, planning permission will be required to change to these uses.

Alternative Uses

Any alternative uses outside of Use Class F1 would require planning permission. The Village Hall occupies land identified for primarily residential uses, but a range of alternatives could also be acceptable in principle, subject to compliance with relevant local planning policy. Due to the layout of the building a proposed use which could utilise the large central full height hall could be ideally suited. Any subdivision of building would require careful consideration as to how natural light would be achieved.

Due to the limited space within the site for parking it is envisaged the parking would be accommodated on the site opposite, which is accessed from a residential cul-de-sac. The residential amenity of the neighbouring properties would need to be preserved and as such any uses which could generate late night disturbances are not likely to be suitable.

Residential

As the site lies within land designated as primary residential area, residential use is acceptable in principle, subject to compliance with the relevant policies. Careful consideration would be required as to how the layout of the building could be adapted, making sure adequate light and amenity space could be provided for any future residents.

The Council's New Residential Development SPD, together with the Design Quality in New Development SPD provides specific guidance on the requirement and aspirations for new residential units. This can be reviewed on the Council's website <https://www.knowsley.gov.uk/residents/building-and-planning/local-plan/examination-library/supplementary-planning-documents>

Residential Amenity

The proposed development should ensure that there no significant detrimental impacts on the nearby residents.

In addition, any development would need to ensure adequate residential amenity would be achieved for any future occupiers. For example, any residential units would need to be of sufficient size to provide space for the occupants to enjoy. It would also be a requirement to provide suitable amenity space having regard to the size of the dwelling(s) and the character of the area. The spaces around the building are limited, however the areas to the north and to the west could offer opportunities for some outdoor amenity space. As mentioned above, adequate levels of natural light should be considered as part of the design.

Design

Good quality design can improve social wellbeing, reduce crime, improve public health, increase property value and more. Any new development would be expected to demonstrate (through supporting plans and documents) how it represents good design quality, which responds positively to the site's context. In particular, the Development would need to ensure it responds positively to the surrounding Conservation Area which it sits within.

The building occupies a highly prominent location, on the corner of Knowsley Lane and School Lane, fronting onto the village green. It contributes positively to the Conservation Area and any alterations to the building would need to be sympathetic to the building's character and help to reinforce the local distinctiveness of the area. The removal of inappropriate additions to the building, such as the front porch, would be welcome. There may also be scope for limited alterations to the exterior of the building, subject to design and materials being in keeping.

The south eastern part of the site is relatively open and green, defined with a low boundary wall and a number of trees. These features are considered to add value to the appearance of the Conservation Area. As such any development would be expected to retain these features.

Waste management requirements and the location of refuse storage should be designed and fully integrated within the scheme. Refuse storage areas should be sensitively positioned so as to have the least impact on the visual amenity of the area but allow ease of collection.

2.5.1 Highways

Any new development must ensure it does not create any highways safety issues and must demonstrate adequate parking provisions for all vehicles. Depending on what use the building is put to the developer may be required to enter into agreements for new highway works.

The parking requirements for residential accommodation are as follows:

	Other Areas (Maximum)
1 bedroom	1 space
2 and 3 bedroom	2 spaces
4+ bedroom	3 spaces

For Commercial Developments the current parking area adjacent to the Hall (i.e. within the curtilage of the Hall building) should be used for Disability, Motorcycle and Bicycle parking. The parking area on the other side of School Lane would then be used for Standard Parking Spaces. Both parking areas will need to be resurfaced and a new Pedestrian Crossing Facility will be needed on School Lane, this would be subject to a Section 278 Agreement with the Highway Authority. In addition a Traffic Regulation Order will be required to install parking restrictions within the Hall building on the adopted highway, with the developer required to pay for the order and the installation of the works. The parking locations may need to be amended depending upon the type and size of parking requirements for proposed uses.

2.5.2 Trees and Ecology

This section is to be read in conjunction with the two plans at Appendix F, which are the plans denoting both the site of the Village Hall and the land (car park) opposite.

A number of trees adjacent to the Hall, notably T1, T2 and G2 (as identified on the plan), are of moderate quality and on the whole the existing treescape that surrounds the Hall collectively provide a high visual contribution to the locality. As such, the retention of the trees adjacent to the Hall is desirable for their landscape benefits.

The trees within the car park (G7) (as identified on the plan) and those at the western and southern boundaries of the Hall (G1, G3 and G5) are unremarkable examples of their type which provide limited and transient benefits. Therefore, loss of these trees is considered acceptable, provided that appropriate mitigation measures are undertaken in accordance with the Council's Tree Policy

Due to the presence of trees affecting both sites, a full Arboricultural Impact Assessment and method statement to the British Standard by suitably qualified persons may be required for any external alterations to the building or site.

The habitats on site contain only common widespread species and are not significant in terms of their plant species composition. However, the Hall is considered to be of moderate suitability to support roosting bats and therefore, further surveys to determine the presence or absence of roosting bats is required before any works to the building occur. The surveys must be completed in the bat active season, i.e. between May and September. If the presence of roosting bats is confirmed a licence from Natural England must be obtained and an appropriate mitigation strategy must be implemented. The Council offer an arboricultural and ecology consultancy service which can carry out the additional tree and bat surveys and assist with any mitigation proposals which may be required.

2.6 Basis of Sale and Legal Agreements

The disposal is subject to the proposal being planning policy compliant and the use being one which complements or enhances surrounding uses.

The land and premises are offered for sale on the basis of an Agreement for Lease, to allow for satisfactory planning permission, followed by a building lease for a period of 125 years, incorporating a construction/ development period of two years. Upon satisfactory completion of the redevelopment, the Council's freehold reversionary interest is to be transferred to the long leaseholder.

Draft legal documentation is included at Appendix G, and it is expected that the purchaser will complete documents which are substantially in this form.

The successful tenderer shall be notified in writing of acceptance of the tender, subject only to formal Council approval ('Notice of Acceptance').

Within three months of the issue of the Notice of Acceptance, the Agreement for Lease will be granted between the Council and the successful tenderer in respect of the site.

The Agreement for Lease is to be for period of six months, to allow for a satisfactory planning permission and approval of the Approved Plans. However, a further 6 months is permissible to conclude the planning process, but the period is not to be extended beyond a maximum of 12 months. Upon the planning permission being satisfied, the Council will grant a building lease for a period of 125 years incorporating a construction / development period of two years from the date of the lease. Upon the practical and satisfactory completion of the development (within the two year development period), the freehold interest of the site will be transferred. The completion of the building works is to include: all building work, surfaces, landscaping, and all other associated works necessary to comply with the planning permission granted for the development and the agreed specification, to the satisfaction of the Council, as landowner, prior to the freehold transfer.

The successful tenderer shall deposit with the Council on the grant of the Agreement for Lease a non-refundable deposit of £10,000 (ten thousand pounds). The balance of the premium shall be payable on the grant of the lease.

The successful tenderer shall take the site in its existing condition and shall undertake any remediation and redevelopment in accordance with plans, elevations and sections previously approved by the Council as vendor and for statutory purposes.

No assignment of the Lease shall be permitted.

During the period of the Lease, the successful tenderer shall insure the Development Works for their full reinstatement value and covenant to reinstate fully or rebuild the case of any damage.

The successful tenderer shall indemnify the Council against all costs, claims, actions, losses, damages and liabilities which may arise from the development of the site.

During the period of the Lease the Council shall have the right to enter the site in order to inspect the state and progress of the Development Works.

All other terms are to be as contained in the Lease and Transfer, prepared by the Council's Head of Legal Services.

Subject to the satisfaction of the terms and conditions of the Lease the Council will transfer its freehold interest in the development site.

2.6.1 VAT

The Council has not opted to tax and apply VAT to financial transactions in relation to the premises, therefore VAT will not be payable by the tenant to the Council.

2.6.2 Basis of Offer

The Council is seeking an offer as a financial premium for the benefit of the interest outlined above at section 2.6 above, payable in accordance with the terms set out.

2.6.3 Contracts

The Agreement for Lease must be entered into within three months after the posting of the Notice of Acceptance, subject only to receipt of formal Council approval.

In the event that the timescales are not met, the Council shall at its own discretion be at liberty to accept any other offer or withdraw from this process.

2.6.4 Completion

Completion of the Lease shall take place within 14 days of the Agreement for Lease becoming unconditional. Any delay beyond 14 days will attract interest payable at the rate of 5% above the National Westminster Bank lending rate.

2.6.5 Costs

The successful tenderer shall be required to pay, in addition to the offer for the interest to be granted, the Council's legal costs and surveyor's fees amounting to 4% of the tendered figure on completion of the lease.

3.0 Viewing

The premises can be viewed generally from the roadside at School Lane. The Council will be holding permitting internal viewings by prior appointment only on Tuesday 01 December from 9am. Requests for appointment should be made via the messaging section of the Chest.

4.0 Further Information

If you require any further information with regard to your proposals please request this via the messaging system on The Chest.