

HOTHAM DEVELOPMENTS LTD

TO LET

**THE OLD LAMBING YARD OFFICES
MERE LANE,
SOUTH DALTON HU17 7PF**



VIEWING STRICTLY BY APPOINTMENT ONLY

**RENT £15,000 PER ANNUM
OFFERS TO BE SUBMITTED ON THE ATTACHED FORM**

**THE ESTATE OFFICE, SOUTH DALTON, BEVERLEY,
EAST YORKSHIRE, HU17 7PN
TEL: 01430 810225 FAX: 01430 810746
Email: office@daltonestate.co.uk**

1. INTRODUCTION

The Directors of Hotham Developments Ltd are offering to let the premises on a full repairing and insuring commercial lease Contracted Out of the Landlord and Tenant Act 1954 for a period of up to six years. The Lambing Yard situated in the Village of South Dalton, is a sympathetic barn conversion providing 146 sq m (1,400 sq ft) of office space within a rural environment. The offices benefit from adequate car parking facilities, together with a landscaped outlook. The property has recently benefited from an internal refurbishment which has included a full internal paint and new carpets. The village of South Dalton also boasts the Award Winning Michelin Star Pipe and Glass Public House.

2. LOCATION

Approximately 7 miles north east of Market Weighton and 6 miles north west of Beverley. The offices are located within close proximity of the B1248, providing easy access to the City of Hull and the northern towns of Driffield and Malton. The extent of The Old Lambing Yard is outlined in red on the attached plan.

3. THE PROPERTY COMPRISES OF:

ENTRANCE HALL

10.0 sq m (107.64 sq ft)

OFFICE 1

31.4 sq m (338.00 sq ft)

OFFICE 2

14.02 sq m (150.90 sq ft)

OFFICE 3

46.92 sq m (505.00 sq ft)

OFFICE 4

37.6 sq m (404.60 sq ft)

KITCHEN

2.88 sq m (31.10 sq ft)

WC 1 (With disabled facilities)

8.76 sq m (94.40 sq ft)

WC 2

1.44 sq m (15.60 sq ft)

4. OUTSIDE

A landscaped area to the front and rear incorporating private car parking for approximately 6-8 vehicles.

Garden. The garden area included in the tenancy must be kept neat & tidy at all times. All boundary hedges should be cut at least once a year throughout the duration of the tenancy. In addition to this all fences, gates & areas of hard standing are to be maintained by the tenant.

5. **SERVICES** Mains electricity, telephone, sewerage and water from a private supply. The property benefits from oil fired central heating and a broadband speed of 14.91 Mbps.
- Cleaning, gardening and servicing the building are the Tenants responsibility, but can be arranged at an agreed extra service charge.
6. **RENT** £15,000 (Fifteen thousand pounds) per annum plus VAT. Payment is due quarterly in advance in the amount of £3,750 throughout the term of the tenancy.
7. **RATES** The tenant shall be responsible for paying for rates and utilities consumed on the premises. The rateable value of the property has been assessed at £13,000 pa. The current ERYC rates are 0.48 pence in the pound.
8. **PERMITTED USE** For commercial office purposes within Use Class B1 or such other use within the same class as the Landlord may approve. (such approval not to be unreasonably withheld or delayed).
9. **LEASE TERMS** The Landlord is offering a commercial tenancy contracted out of the 1954 Landlord and Tenant Act for an initial 6 year fixed term with 3 yearly rent reviews.
- The tenant must maintain the premises and Landlords fixtures and fittings in good and substantial repair and condition. The lease is available on full repairing and insuring conditions with flexible terms. The tenant's obligation to repair does not extend to damage caused by insured risks unless the insurance is vitiated (wholly or partly) by the tenant.
- The tenant is required to keep the property both internally and externally clean and tidy, maintain the garden, grounds and hard standing areas.
- Decoration.** The tenant is obliged to paint the exterior of the premises at least once during the initial fixed term and in the last 3 months of the term.
- The tenant is obliged to decorate the interior of the premises at least once every 3 years, and in the last 3 months of the term.
- Alterations.** The tenant must not make any alterations to the exterior of the premises. The tenant may make alterations to the interior of the premises, subject to obtaining Landlords prior consent.
- Assignment.** Of part and under-letting of the whole of the premises is prohibited, however, the tenant may assign the lease with Landlords consent. The tenant may underlet part of the premises with Landlords prior consent, however, any such under-letting must be outside of the security of tenure provisions of the Landlord and Tenant Act 1954.

Insurance. The Landlord is obliged to insure the property against loss or damage by the insured risks and 3 years loss of rent. The Tenant shall be required to pay all premiums to the Landlord for insuring the premises against insured risks, loss of rent and any excess.

10. **SECURITY OF TENURE**

The Landlord is opting to contract out of the security of tenure provisions contained within the 1954 Act. Therefore a notice shall be served on the tenants prior to the commencement of the tenancy, stating that the lease will not benefit from security of tenure provisions. The tenant shall be asked to sign a declaration that the notice has been received. To contract out, the Landlord will issue a Landlords notice to exclude the Security of Tenure of the Lease and in response to this you as the Tenant must complete a Declaration confirming that you understand and accept that you are entering into a Lease with no security of tenure provisions. The notice and the declaration will follow a prescribed format. If the Landlord's notice is served at least 14 days before the lease is entered into, then a simple declaration can be used. If the Landlord's notice is served less than 14 days before the lease is entered into then a statutory declaration is required, signed before a solicitor.

11. **LEGAL FEES**

Tenant shall be responsible for all legal fees in connection with the preparation of this commercial lease.

12. **VIEWING**

The property may only be viewed by appointment. Prospective tenants are asked to telephone the Estate Office to request an accompanied viewing.

No viewings will be permitted without prior arrangement.

13. **TENDERS**

The property is to be let by informal tender on the official tender form (attached to particulars). All tenders will be considered and short listed applicants will be invited for an interview shortly thereafter. A guide rent of **£3,750** per quarter is given.

Prospective tenants should submit an affordable tender as the top tender will not necessarily be successful.

The Landlord is not under any obligation to accept the highest or any tender submitted.

14. **REFERENCES**

A financial reference, credit check and at least three other references will be required (excepting existing Estate Tenants). The names and addresses only, of bank and referees are required with the tender, not the full reference.

IMPORTANT NOTICE

Misrepresentation Act 1967 and the Property Misdescription Act 1991

The Directors of Hotham Developments Ltd as the owners of this property give notice that:-

- 1) The particulars are set out as a general outline only for the guidance of intending Lessee(s) and do not constitute part of an offer or contract. Should there be any discrepancy between these particulars and the contract or lease, the latter shall prevail.
- 2) All descriptions, dimensions, references to condition, necessary permissions for use and occupation and other details are given in good faith and are believed to be correct. The property is let with all faults and defects, whether of condition or otherwise and the Lessor is not responsible for such faults and defects or of any statements contained in the particulars of the property.
- 3) The Lessee(s) shall be deemed to acknowledge that he/she has not entered into any lease in reliance on any said statements, that he has satisfied himself as to the contents of each of the said statements, in inspection, or otherwise, and that no warranty or representation has been made by the Lessor or the said agents in relation to or in connection with the property.
- 4) Any error, omission, or mis-statement in any of the said statements shall not entitle the Lessee(s) to rescind or to be discharged from a lease, nor entitle either party to compensation or damages, not in any circumstances to give either party any cause for action.
- 5) No person in employment of Hotham Developments Ltd has any authority to make or give any representation or warranty whatsoever in relation to the property.

Energy Performance Certificate

Non-Domestic Building



The Lambing Shed
Mere Lane
South Dalton
BEVERLEY
HU17 7PL

Certificate Reference Number:
9290-2965-0319-0870-4074

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website www.communities.gov.uk/epbd.

Energy Performance Asset Rating

More energy efficient



A 0-25

B 26-50

C 51-75

D 76-100

E 101-125

F 126-150

G Over 150

Less energy efficient

Net zero CO₂ emissions

109 This is how energy efficient the building is.

Technical information

Main heating fuel: Oil
Building environment: Heating and Natural Ventilation
Total useful floor area (m²): 147
Building complexity (NOS level): 3
Building emission rate (kgCO₂/m²): 90.94

Benchmarks

Buildings similar to this one could have ratings as follows:

45 If newly built

121 If typical of the existing stock

HOTHAM DEVELOPMENTS LTD

To be completed in ink by potential Tenants:

APPLICATION FORM FOR A COMMERCIAL TENANCY UNDER THE LANDLORD AND TENANT ACT 1954 OF THE LAMBING YARD, SOUTH DALTON, BEVERLEY, EAST YORKSHIRE HU17 7PF

I (Surname)..... (Forenames).....

of (Address).....

.....

.....

Daytime Telephone Number:.....

I hereby offer to pay a rent of £..... (in words)

.....per annum for The Lambing Yard, for a lease ofyears in accordance with the terms set out in particulars dated September 2015

If offered the Tenancy, I would like to start the Agreement on2015

DETAILS OF PROPOSED BUSINESS USE:

.....

.....

.....

DETAILS OF COMPANY EG LENGTH OF TRADING, NUMBER OF EMPLOYEES, TURNOVER ETC:

.....

.....

.....

SIGNED:.....

DATE:.....