

Bronte House and Fielding House - Structure of Offer

Principle Structure

Upon exchange of the Development Agreement the delivery partner will be required to pay a non refundable £50,000 commitment fee.

Upon exchange of the Development Agreement the delivery partner will also be required to pay 10% of the purchase price.

Upon exchange the Council will work to secure vacant possession of the site. The agreement is conditional upon:-

1. Securing the acquisition of all interests in the site and having entered into a legally binding agreement entitling the delivery partner to lawfully remove the telecommunications apparatus
2. Obtaining the stopping up orders;
3. The Council having resolved to appropriate its interests in the Site; and;
4. The Council having obtained Secretary of State approval to dispose

Completion will then take place once the Council has completed the acquisition of any outstanding interests.

The remaining 90% of the purchase price will be paid by the delivery partner to the Council on completion.

Upon completion the delivery partner will be granted a 250 year lease of the site to build out the Scheme in accordance with the Stage D Design and Specification, detailed Planning Consent (subject to S106 and S278 agreements) and the terms and conditions set out in the Development Agreement.

The delivery partner will also be required to carry out some works outside the red edging to public realm. This is principally the pedestrian link and new square and these areas will be carried out to an adoptable standard and transferred to the Highway authority.

Early Works Package

It is likely that the Council will have removed all the existing occupants from the site prior to the removal of the telecommunications equipment. The Council may therefore, upon removing all individuals from the site, request the delivery partner to carry out all or part of an Early Works package prior to the completion date.

The Early Works comprises;

- a) demolition and removal of all existing buildings, except Fielding House, to the lowest ground bearing slab, including asbestos removal;
- b) strip out of Fielding House, back to a structural shell, including removal of external glazing, non-structural internal partitions, internal finishes, fittings and services;
- c) breaking out and removal of the existing podium structures to the extent possible without adversely impacting on the structural integrity of, and access to, the retained Fielding House;
- d) breaking out and removal of foundations, roadways, paths and general hard standings, soft landscaping;
- e) the carrying out of the proposed electrical infrastructure works, in an appropriate manner so as not to interrupt supply to the surrounding areas; such work to include diversion of HV/LV cables, installation of new temporary and/or permanent sub-stations, removal of existing substations as required to facilitate the new works;
- f) termination of redundant services;
- g) removal of existing redundant drainage;
- h) general site clearance;
- i) reusable materials to be crushed and stored on site;
- j) design and installation of all necessary temporary works, including propping, shoring and the like;
- k) installation of all necessary internal and external crash decks, hoardings, protection etc. generally, and specifically to facilitate the continued safe access to, and operation, of the telephone mast located on Fielding House;
- l) installation of a site hoarding to the full perimeter of the development site;
- m) leaving all areas safe and secure; and
- n) all necessary reports, surveys, applications, licences etc.;

The Council may grant the delivery partner a licence to enter the site to undertake all or part of the Early Works prior to completion.

The Council will underwrite the cost of the Early Works up to but not exceeding the Early Works Sum. The Early Works Sum is the figure submitted by bidders in their mini-tender for undertaking the Early Works

If the Development Agreement is terminated prior to completion the Council will pay the delivery partner the actual costs incurred in delivering the Early Works provided that it does not exceed the Early Works Sum.