



## St Leonards Parish Church, Marina, St Leonards-on-Sea, TN38 OBE

Grade II Listed former Church on St Leonards Seafront For Sale

- Over 10,000 ft<sup>2</sup> GIA
- Seafront Location
- Redevelopment opportunity
- Current F1 Planning Use
- Offers in the region of £500,000
- Grade II Listed
- Subject to variety of uses STPP
- Adjoining land included

# St Leonards Parish Church, Marina, St Leonards-on-Sea, TN38 0BE

## Summary

Available Size	10,221 sq ft
Price	Offers in the region of £500,000
EPC Rating	EPC exempt - Place of worship

## Description

The property comprises a substantial church building constructed C1960 with; Chancel and Sanctuary which form the main space, large Entrance Vestibule with Kitchen, Served and other small rooms off, WCs and Mezzanine Gallery. To the side of the building is a Vestry and number of associated rooms. The bell tower with cruciform window is notable. Also included is land between Undercliff and West Hill Road as well as area occupied by the Burton Family tomb.

## Location

The property occupies a prominent position set back from the St Leonards seafront and enjoys far reaching views over the English Channel.

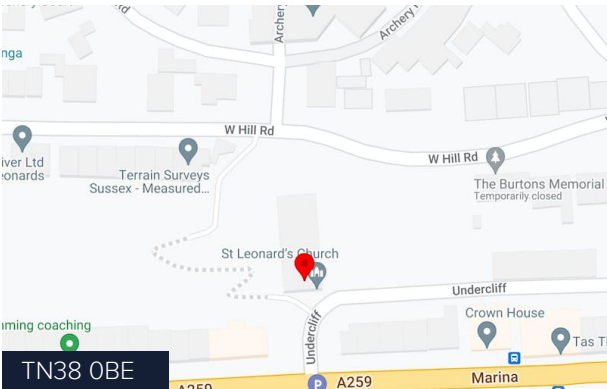
## Accommodation

The accommodation comprises the following approximate gross internal areas:

Description	sq ft	sq m
Basement - Columbarium	599	55.65
Ground Floor	7,628	708.66
Mezzanine - Gallery	1,994	185.25
Total	10,221	949.56

## Further Information

Please see attached additional sheets.



## Viewing & Further Information



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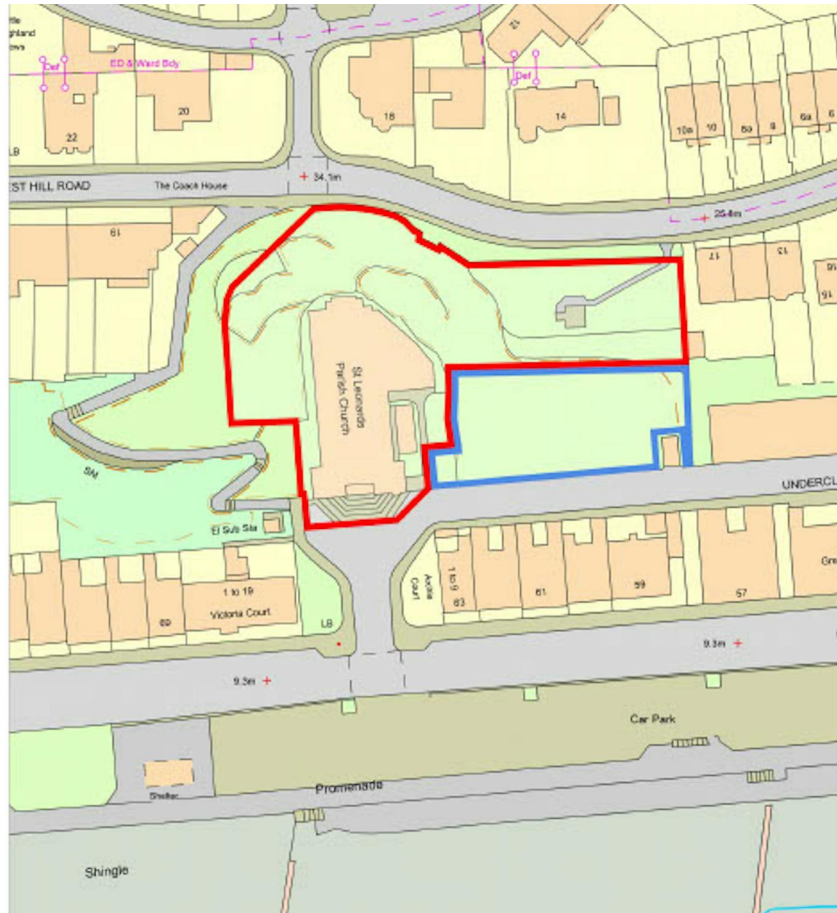
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## Further Information

### **PLANNING:**

The property is Grade II\* Listed and has a current consent for F1 use. You are advised that formal listed building consent will be required to make any internal or external changes to the building, and that consent must be in place prior to the commencement of any alterations.

The local planning authority can provide advice regarding what changes to the building might be considered to be acceptable.

We envisage the property being suitable for a variety of uses subject to the necessary planning consents being granted.

### **UTILITIES:**

Prospective purchasers are advised to make their own enquires of the relevant utilities available to the property.

### **FIXTURES AND FITTINGS:**

The vendors reserve the right to remove any of the stained-glass windows, pews, the pulpit, the stone font and other furnishings prior to completion (subject to listed building consent where appropriate).

The vendors also reserve the right to remove any memorials prior to completion, together with the other contents in the church.

### **LEGAL AND GENERAL NOTE:**

(1) All offers received will be referred to the Diocesan Mission and Pastoral Committee (DMPC). While the DMPC does not have a power of disposal, it will make a recommendation to the Church Commissioners who have power under the Mission and Pastoral Measure 2011 to prepare and issue a draft pastoral (church buildings disposal) scheme authorising the new use and disposal of the property.

(2) In the event of that scheme becoming effective the Commissioners will be empowered to sell the property for the authorised use when the remaining statutory requirements are completed. The scheme will also free the property from the legal effects of consecration.

(3) Until the scheme has been completed the Commissioners will not be in a position to proceed to contract.

### **CONDITIONS:**

Prospective purchasers are invited to submit offers, subject to the following rules and stipulations:-

(1) Offers must be accompanied by sketch plans (which need not be detailed at this stage but which should outline the applicant's proposals) and written details of the proposed use of the property.

(2) The Vendors do not bind themselves to accept the highest or any offer.

(3) The offer must state clearly the price which the applicant is prepared to offer for the property, and must be unconditional save for the condition that planning permission and listed building consent be granted.

(4) Conditional acceptance of an offer will be subject to:

(a) Completion by the Church Commissioners of a pastoral (church buildings disposal) scheme authorising the new use and disposal of the property.

(b) Approval by the Church Commissioners of detailed plans and specifications of any proposed architectural or structural alterations following consultation with their expert advisers.

(c) Compliance with the statutory requirements where human remains are present and the disposal of any tombstones, monument and memorials.

**COVENANTS:**

Covenants will be included when disposing of the property. These are designed primarily to:

- (1) Ensure the property is used for authorised purposes only.
- (2) Prevent unauthorised alterations or demolition.
- (3) Protect against disturbance of any human remains, tombstones, monuments or memorials

A set of standard covenants is available via the Agent. These may in some cases be adapted to take into account particular circumstances.

## **Appendix 2.9 - Covenants to be included in the Disposal of a Closed Church Building**

Most of these should usually be included but some may be adapted to meet the requirements of the individual case. They are set out here in the context of a freehold transfer but should be adapted for inclusion in any leasehold disposal (see 18.18 - 18.24 for further explanation).

*In any transfer the following paragraphs are included to explain the special force of the covenants under the Measure.*

- (i) As provided by Section 75(1) of the Mission and Pastoral Measure 2011 the following covenants on the part of the Transferee shall be enforceable as if the Transferor were the owner of the adjacent land and the covenants were expressed to be entered into for the benefit of that adjacent land and (in the case of covenants of a positive nature) as if they were negative.
- (ii) The burden of the following covenants is intended to bind and binds each and every part of the property into whosoever hands it may come.
- (iii) A covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.
- (iv) The Transferee [jointly and severally] covenants with the Transferor:

*The covenants below must be included in every case*

- (aa) Not to use the property for any purpose other than as/for  
*[the text of the use clause in the Scheme is followed here and may not be amended]* and ancillary purposes;
- (bb) Not to use the property for any illegal or immoral purpose or for any purpose which may be or become a nuisance annoyance or disturbance to the Transferor or which shall (in the opinion of at least two of the following: the bishop for the time being of the diocese in which the property is situated, the dean for the time being of the cathedral which is the seat of the bishop and the archdeacon for the time being of the archdeaconry in which the Property is situated) be offensive to the principles and practice of the Christian faith;
- (cc) Not to demolish any building nor to erect any new or additional structure or building on the property;
- (dd) Not to disturb any human remains interred in the property;

*The covenants below will need to be adapted to the circumstances of the case*

- [(ee) To ensure the maintenance in a prominent position of a notice board of a size and type to be approved in writing by the Transferor indicating that the property is now used for the purpose stated in subclause (aa) \*[and displaying

the conditions of access for people wishing [to visit the former church or] to tend particular graves in the property;]

- [(ff) Within [*usually six months and not usually longer than 2 years*] months of today's date to carry out to the satisfaction of the Transferor's surveyor the works necessary to make all buildings on the property wind – and watertight and thereafter to keep such buildings in the like condition and to such satisfaction;]
- [(gg) Within [*a maximum of two years is usually suggested*] years of today's date to carry out and complete to the satisfaction of the Transferor's surveyor the works shown on the plans numbered ..... already submitted to and approved in writing by the Transferor;]
- [(hh) Not to make any architectural or structural changes (including, for the avoidance of doubt, any alteration to or the removal of any stained glass) in any building on the property except in accordance with plans previously submitted to and approved in writing by the Transferor;]
- [(jj) Not to damage any tombstone monument or memorial in the property nor, without the Transferor's consent, to remove or disturb any such [after consultation with the Commonwealth War Graves Commission];]
- [(kk) Not to permit or allow use of the property for the solemnization of marriages under section 26(1)(bb) of the Marriage Act 1949 or as a place at which two people may register as civil partners of each other under section 6 of the Civil Partnerships Act 2004 or under any other legislation for the time being in force amending or replacing the said Acts;
- [(ll) To give access at reasonable times to all persons wishing [to visit the former church or] to tend particular graves in the property, provided such persons have made prior written application to the Transferee;] [and to keep unobstructed by undergrowth overgrowth rubbish or other obstacles the access to any war grave];]
- [(mm) Within 3 months of today's date to erect to the reasonable satisfaction of the Transferor's Surveyor [a stockproof post and wire fencing] along the [.....] boundaries of the property and thereafter to maintain the same in good repair and condition to the reasonable satisfaction of the parochial church council for the parish in which the property is for the time being situated;]
- [(nn) Not to grow anything on the property which may weaken or undermine the structure of any building or wall on the property nor to allow any trees or shrubs within 3 metres of any such building or wall to grow to a height greater than 1.5 metres;]
- [(oo) To give access at reasonable times and on reasonable notice to the Transferor's surveyor to enable him to inspect the works undertaken by the Transferee in accordance with these covenants;]