

To Let

(Offered by way of informal tender)

Cherry Tree Park Pavilion Brompton Grove East Finchley N2

An opportunity to operate a business in one of Barnet's premier parks



The Pavilion



Children's playground



Tennis Courts

Location and Description:

East Finchley is an affluent area situated in North London. The Park is south of Brompton Grove and east of the High Road East Finchley with its shopping and leisure facilities and close to East Finchley Underground Station (Northern Line).

The pavilion is an attractive building, of single storey brick construction under a sweeping tiled roof that provides cover for a verandah area. The building was originally used as a sports pavilion and subsequently as a nursery. However it is in a poor state and so offers the incoming tenant excellent scope for carry out either a major improvements or rebuilding (subject to planning and building approval). Cherry Tree Park is one of Barnet's premier parks and has many amenities including a children's playground, tennis courts, a five a side football pitch and basketball court and a kiosk, all of which are in close proximity to the pavilion. This Premier Park offers an excellent opportunity of creating a business and providing a focal point for the community. The pavilion provides approximately 97 sq metres (1,044 sq ft) of internal accommodation. The covered verandah is 47.5 sq metres (511 sq ft) and the Total 144.21 sq m (1552 sq ft).

Tenure:

It is intended to grant a Full Repairing and Insuring Lease on a term to be agreed and we envisage 20 years or over term.

Planning:

The tenderer is requested to submit their proposals on their intended use of the building. Should the tenderer want to substantially refurbish or rebuild the property

(subject to planning permission) we would request that this information is provided prior to the submission of the tender document.

Catering Specification:

Environmental Services have provided a parks catering specification, which sets out the council's service requirements for the operation of this catering outlet, including compliance with health, safety and hygiene requirements. Copies of the Specification can be obtained from the Greenspaces Department. (please e-mail tracy.sawyer@barnet.gov.uk).

Services:

Prospective tenants are advised to contact the relevant service providers with regard to the capacity, connection points and charges for their various services.

Costs:

The in-going tenant will be required to pay the landlord's legal costs as well as reasonable surveyor's fees.

Lease Terms:

- a) The property is available on a term to be agreed otherwise on a Full Repairing and Insuring lease subject to an upward only rent review at the end of the 5th year, to open market value.
- b) The tenant will be allowed a rent free period to offset the cost of repair/refurbishment and so is asked to state the length of ant required rent free period as part of their offer.
- c) Sections 24-28 of the Landlord and Tenant Act 1954 will be excluded. This means that the tenant will not be able to automatically renew the lease after the expiry date. There will also be no compensation for any tenant's improvements on expiry and to give effect to this Part 3 of the Landlord and Tenant Act, will be excluded from the lease.
- d) The tenant will be responsible for the payment of all rates, services and other outgoings.
- e) The tenant will be responsible for keeping the property in good repair and condition and maintaining any external seating in a satisfactory condition.
- f) The tenant will be permitted to assign the whole of the demised premises, subject to the written consent of the council, such consent not to be unreasonably withheld.
- g) The tenant will be responsible for keeping the council fully indemnified against any claims and liabilities made against the council arising due to any neglect or from the tenants use and occupation.
- h) The opening hours of the café will be subject to the approval of the Greenspaces Department.
- i) The tenant will not be permitted to erect any telecommunication equipment.
- j) The tenant will comply with rules and regulations particularly relating to deliveries

Delivery Regulations:

- a) The tenant shall only be permitted to access the park by vehicle for the delivery of stores and supplies applicable to the business.
- b) The tenant shall not park or leave any vehicles within the park, apart from the duties above.
- c) The tenant shall drive any vehicle in relation to and above with hazard lights flashing, and with lights on in inclement weather, at no more than 5 mph and pedestrians shall have priority at all times.
- d) The tenant shall supply registration mark and details of the vehicle to be used for such duties above, so a template showing the detail of the vehicle can be provided by the Council.
- e) At all times, whilst parked within the park for delivery duties, the tenant shall display the template clearly within the vehicle.

References:

Prospective tenant are required to provide satisfactory references before the council will consider granting a lease. It should take the form of a professional reference (accountant, solicitor, landlord etc), trade references (preferably from organisations that had business dealings with you for a least 3 years), and a bank reference. These references should be attached as part of the submission and support the rental offer for the lease. A company should supply at least 3 years of company accounts.

Viewing:

Viewing is by appointment only. Please contact Richard Malinowski,

Tel No: 020 8359 7359

Fax No: 0870 889 7450

e-mail richard.malinowski@barnet.gov.uk

Property Services and Valuation Group
London Borough of Barnet
Building 5
North London Business Park
Oakleigh Park South
London N11 1NP

Submission of Tenders and Tender Date:

Offers for the leasehold must be made by noon on the date published on the councils web page: <http://www.barnet.gov.uk/commercial-property>
Offers are to be made on the form provided with no external indication regarding the identity of the bidder on the offer envelope. All offers should be made subject to contract.

Barnet Council does not undertake to accept the highest offer or any other offer received and will not consider any offer that is expressed to be a sum of money greater than contained in any other offer. If an offer is accepted by the Council, then the prospective tenant will be required to complete a lease 6 weeks from the date of receiving the draft. Time will be of the essence as regards compliance with this timescale.

In no case shall any tenderer have any claim for expenses incurred in the preparation of any offer, nor in respect of any other matter.

Misrepresentation Act 1967 and Properties Misrepresentations Act 1991

The Council gives notice that: -

- 1) The above information does not constitute part of an offer or contract
- 2) All statements made in the above information are without responsibility on the part of the Council or its Officers
- 3) None of the statements contained in the above information should be relied on as statements or representations of fact
- 4) Any prospective tenant must satisfy himself by inspection or otherwise as to the correctness and accuracy of the above information,
- 5) The Council does not propose issuing instructions to agents and if you are an agent it is assumed that you are retained by your client.

Last Updated 23rd May 2006 – Version 2