

# Land To Let

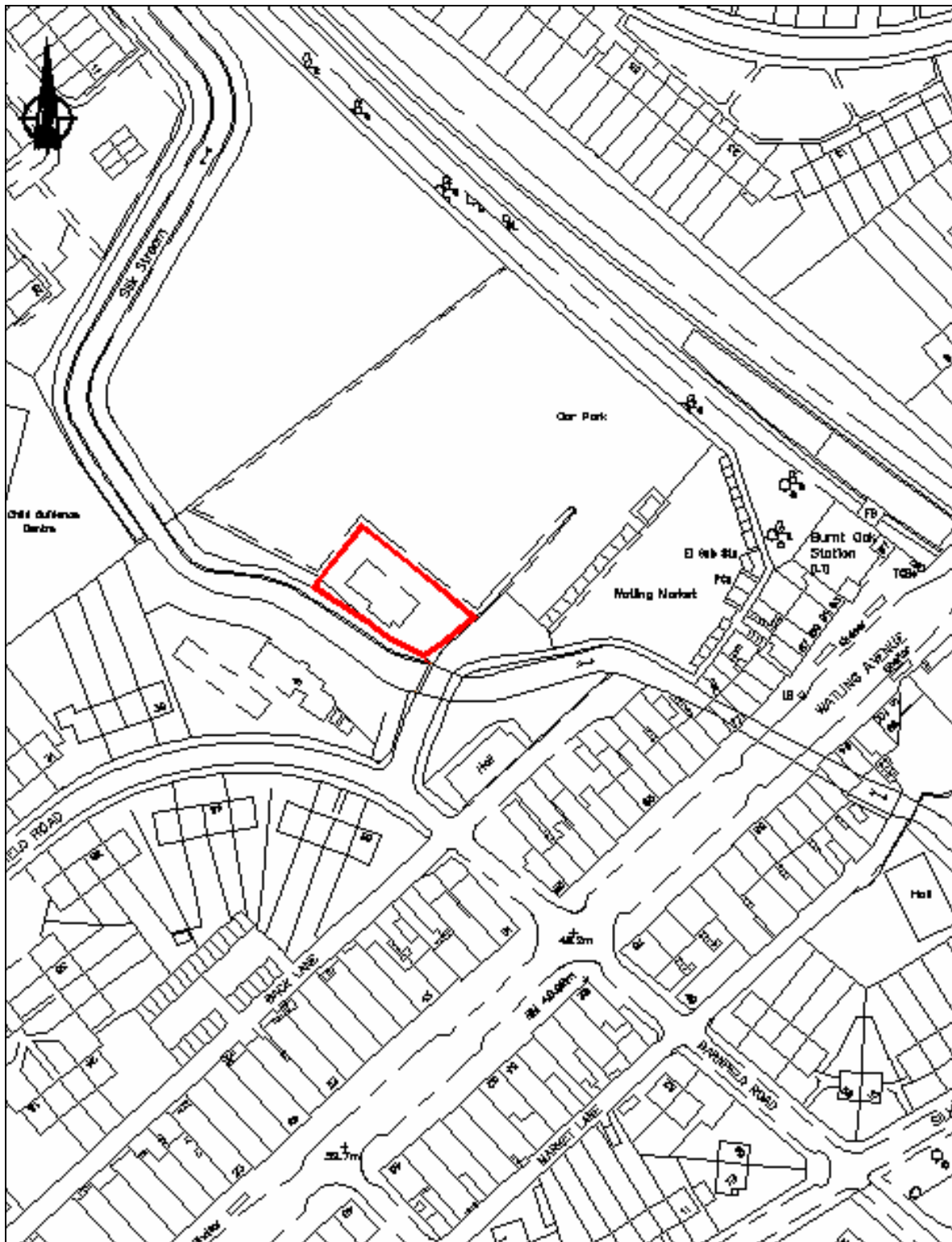
**Land Adjacent to Watling Car Park  
Barnfield Road, Burnt Oak, HA8**



A well located piece of land adjacent to Watling Car Park/Market that is suitable for a variety of business uses subject to planning.

**Exclusive Offers Invited**

**Closing Date for Tenders 4 March 2008**



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## **Description**

The subject property comprises of an open piece of land which is fenced and gated and previously the site of the Burnt Oak Conservative Club Hall. The site is currently unused.

## **Location**

The property is just off the Watling Avenue which is at the heart of the thriving Burnt Oak shopping area. It is situated adjacent to the Council Pay and Display Car Park and the Watling Market. The site is well positioned with transport links close by, including bus routes to Mill Hill, Edgware and Central London. Part of the Burnt Oak underground station is visible from the site.

## **Accommodation**

The property comprises the following:-

(All sizes are approximate).

Vacant land area:	Frontage	50 feet	(15.4 metres)
	Area	6022 Sq ft	(559.7 sq mtrs)

The Burnt Oak Conservative Hall would have had a W.C. and mains electrical supply but the position, location and condition of these services has not been determined and it will be up to the ingoing occupier to identify these details.

## **Use/Planning**

A planning application will be required for the proposed use and the site has previously had D2 (Community Hall) use. The applicant must indicate the proposed use of the premises which will be specified in the lease.

Prospective occupiers should make enquiries to the Planning Department on the proposed use for the property. The planning enquiry line is 020 8359 4561, email: [first.contact@barnet.gov.uk](mailto:first.contact@barnet.gov.uk).

## **Business Rates (Payable by Licensee)**

To be determined by application to the District Valuers Office by the ingoing tenant and this will depend on the planning permission obtained.

## **Offers**

Interested parties should make written offers on the attached tender form stating:

- Proposed use of premises
- Annual rental offer payable in advance
- Previous business experience

## **All offers are made subject to contract**

For guidance the Council is looking for exclusive rental offers only.

## **Costs**

The prospective occupier will be responsible for the Council's Legal and Surveyor's fees of £2,000.

## **References**

The prospective tenant will be required to provide satisfactory references prior to the Council granting of the lease. References should take the form of the following:

- a professional reference (accountant, solicitor etc.)
- a current or previous landlord's reference
- a trade reference (one who has had business dealings with the prospective occupier for a period of at least three years)
- a bank reference which must support the rent offered for the lease
- The Council reserves the right to make their own further enquiries and to require a rent deposit equal to 6 months rent
- A personal/company credit reference agency report

The references required will be determined by the Council upon acceptance of a tender offer.

## **Viewings**

Site viewing will take place on the following dates and times:

- **Tuesday 19 February 2008 at 12.30pm to 1.15pm**
- **Tuesday 26 February 2008 at 11.15am to 12.00 noon**

### **For Further Information Contact**

#### **Amin Soorma**

Property Services and Valuation Department,  
London Borough of Barnet,  
First Floor, Building 4,  
North London Business Park  
Oakleigh Road South  
New Southgate  
London N11 1NP

Phone: 020 8359 7367

email: [amin.soorma@barnet.gov.uk](mailto:amin.soorma@barnet.gov.uk)

Fax: 0870-8897-450

### **General Information**

The area and measurements contained within these particulars are approximate figures only and no warranty is given to the accuracy. The prospective occupier should satisfy themselves as to site areas and other matters of measurement from their own inspections and surveys, these details do not form part of any contract.

All statements made herein are made without responsibility on the part of the London Borough of Barnet and its employees, and should not be relied upon as statements or representations of fact. Prospective occupiers must satisfy themselves by inspection or otherwise as to the correctness of each of the statements contained in these particulars. The London Borough of Barnet and its employees do not give any warranty whatsoever in relation to the property.

The property will be let as seen with all latent and patent defects and neither the London Borough of Barnet nor its employees warrant that it is suitable for any proposed use.

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

The Council is not obliged to accept the highest or any offer received.

## Proposed Lease Terms

- a. The Council will grant a lease of the property for a maximum term of 18 months. A review of the rent will be required at the end of this term
- b. The Council will have the option to determine the lease at any time after the first anniversary provided it has served six months prior written notice
- c. The annual rent will be payable in full in advance by direct debit by four equal instalments on 25 March, 24 June, 29 September and 25 December
- d. The prospective occupier will be responsible for the payment of all rates, utilities and other outgoings
- e. The prospective occupier will be responsible for keeping the site in a tidy condition
- f. The road serving the site is an unadopted highway and the tenant may be required to pay a fair and reasonable cost for its maintenance as part of a service charge
- g. The prospective tenant will be permitted to assign the whole of the premises subject to the prior written consent of the Council, such consent not to be unreasonably withheld provided that the proposed assignee satisfies the Council's financial check. Subletting will not be permitted
- h. The tenant agrees to use the land in a manner permitted so as to cause no inconvenience, annoyance or nuisance to the neighbouring occupiers, the Council or any other persons
- i. No building what so ever shall be erected on the land without the prior written permission of the Council's Property and Valuation Service.
- j. The prospective occupier will be responsible for keeping the Council fully indemnified against all claims and liabilities, which may be made against the Council.
- k. The prospective occupier will not be permitted to erect any telecommunications equipment on any part of the outside of the premises without the prior written consent of the Landlord. This does not effect the installation of a telephone.
- l. The property will be insured either by the landlord or the tenant depending on the end position of the site. If it is insured by the landlord then the prospective occupier will be required to reimburse the landlord's costs.**
- m. The lease will be excluded from the provisions of Section 24-28 of the Landlord & Tenant Act 1954.
- n. All other terms will be in accordance with the Council's standard form of lease.

## Submission of Tenders

The property is offered by way of a non binding tender (i.e. neither party is legally bound by the offer contained within the tender document), with bids to be received by no later than Tuesday 4 March 2008 at 5pm.

Tenders are to be submitted only on the form(s) provided with these particulars. Completed forms should be returned to Head of Property Services, London Borough of Barnet Building 4, North London Business Park, Oakleigh Road South, London N11 1NP. Offers are subject to terms set out below. The tender will only be considered if it is received in the following format:

The tender is to be contained in a plain envelope, securely sealed, bearing only the words “**Tender for Land Adjacent to Watling Car Park**” written in the top left hand corner and referring to the **closing date** on Tuesday 4<sup>th</sup> March 2008 and **time** at 5.00pm (see example below). It should be addressed to the Head of Property Services. The envelope must not bear any distinguishing marks indicating the identity of the sender. The example below can be cut out and stuck to the envelope

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<p>TENDER FOR: Land Adjacent to Watling Car Park Closing Date: Tuesday 4 March 2008 Closing Time: 5:00pm Head of Property Services London Borough of Barnet Building 4, North London Business Park Oakleigh Rd South London N11 1NP</p> <p style="text-align: right;">CONFIDENTIAL</p>
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Please note the following:

- a. The onus of ensuring that any tender is received by the Council by the time and date specified, irrespective of the method of delivery chosen, will rest with the tenderer.
- b. 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.
- c. The Council is not obliged to accept the highest or any offer received.

- d. No tender offer can be considered in which the sum is identified or calculable by reference to any others. No information will be given in answer to enquiries made after the tender date other than by way of formal notification at the appropriate time by the Council.

### **Misrepresentation Act 1967 and Property Misdescriptions 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 themselves 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.

[To be completed in capitals save for the signature(s)]

## Subject to Contract

**Tender Form for**

**Land Adjacent to Watling Car Park**

To: Mayor and Burgesses of London Borough of Barnet

Name(s) of applicant \_\_\_\_\_

Address \_\_\_\_\_

Telephone No: \_\_\_\_\_

By this tender offer to lease from the Council the property described in the details known as Land Adjacent to Watling Market at the annual rent (not including any other charges) of :-

Amount of Rent tendered £ \_\_\_\_\_ per annum

(Amount in Words) \_\_\_\_\_

Proposed use of premises \_\_\_\_\_

Rent free period (if required) \_\_\_\_\_

My previous business experience has been:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References:

Please submit the following references if possible with your application:

- a professional reference (accountant, solicitor etc.),
- a current or previous landlord's reference,
- a trade reference (one who has had business dealing with the prospecting tenant for a period of at least three years),
- a bank reference which must support the rent offered for the lease.

- The Council reserves the right to make their own further enquiries and to require a rent deposit equal to 6 months rental and /or sureties.
- A personal/company credit reference agency report.

These references will be required if your offer is accepted:

I/We certify that this is a bona fide tender and that I have read and understand the terms of the tender and of the proposed lease. I/We have not fixed or adjusted the amount of tender by agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the time and date specified for the return of thus tender any of the following acts:

- a) Communicating to a person other than the Council the amount or approximate amount of the tender which was necessary to obtain premium quotations required for the preparation of the tender;
- b) Entering into any agreement or arrangement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;
- c) Offering, or paying, or giving, or agreement to pay, or give any sum of money or valuable consideration, directly or indirectly to any person, for doing having or causing or having caused to be done, in relation to any other tender or proposed tender for the lease any act or timing of the sort described above.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

(signature(s), or on behalf of, the tenderer(s))

Full Name of signatory: \_\_\_\_\_

Position: \_\_\_\_\_

Please note in case of this tender being successful my/our Solicitors are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Reference: \_\_\_\_\_