

# To Let

An opportunity to operate a kiosk in one of Barnet's parks  
(offered by way of informal tender)

Stonegrove Park, Edgware Road/Park Grove, Edgware HA8



Expressions of interest to: Richard Malinowski, Property Services  
London Borough of Barnet, Building 4, North London Business Park  
Oakleigh Road South, London N11 1NP

**020 8359 7359**

## Location and description

The park is located in an attractive setting to the north of Station Road Edgware with entrances off Stonegrove (Edgware Road) and Park Grove. The park surroundings are predominantly residential and Station Road, with its shops, café and transport facilities, is located approximately half a mile to the south. The park amenities include attractive gardens, tennis and multi-play courts as well as a children's play area.

The Greenspaces Department would like to improve the services provided to the community and accommodate a café or kiosk within the grounds. Two locations have been proposed. The first is located on the north side of the main entrance to the park from Edgware Road adjacent to the Day's Alms houses. This location originally accommodated a toilet block so it may be possible to reconnect to the original water and electricity supply. The second location is on the grassed area behind the alms houses on a site that once accommodated a storage depot and again services may be located nearby. The building in the second location could be larger, and as the tennis courts as well as children's playground are in close proximity, it may be possible to earn additional income in managing the tennis courts for the Greenspaces Department.

*Main entrance with site one on the right*

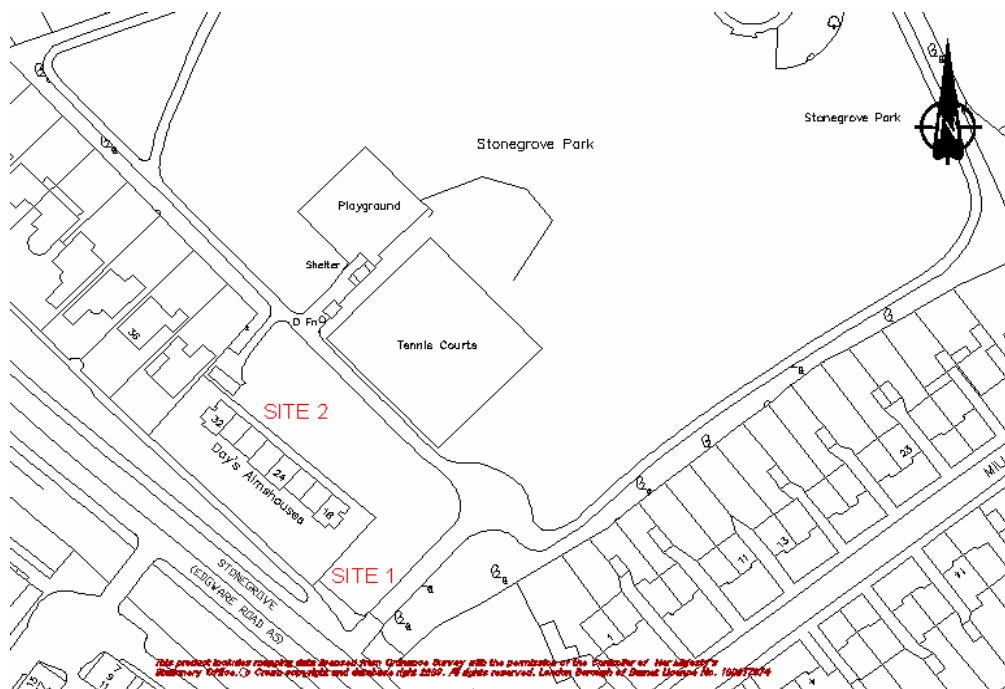


*Site two behind the alms houses*



We are entirely flexible over the size of the proposed café. It can be a kiosk around 150-200 sq ft, possibly similar to the one located in Cherry Tree Park, and a building up to around 600 - 700 sq ft. It should have a pleasant appearance blending in with the park and the adjacent alms houses and capable of being secured and well maintained.

Prospective tenants will be obliged to construct the new café and to apply for the appropriate planning and building consents and to bear the cost of connecting utilities. A temporary removable structure might also be considered and if the building is removed at the end of the tenancy then the site will have to be restored to its original condition. A concept sketch or drawing showing sizes should accommodate any offer submitted. If the tenant is prepared to provide toilets for general use and to provide janitorial services then a rent concession could be negotiated.



## Tenure

It is intended to grant a 25 year fully repairing and insuring lease although we are prepared to consider shorter or longer periods. The rental offer should be based on a ground rental value, which we envisage could be between 10% and 15% of the rental value of a completed building. No premium is required however and the lease will be subject to five yearly reviews based on increases in the Retail Price Index.

## 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 Property Services Department.

## **Services**

As both sites originally had buildings on them it may be possible some of the infrastructure still remains. We will endeavour to help locating these, nevertheless this will be at the prospective tenants cost and furthermore 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 prospective tenant will be responsible for the Council's legal costs of £1,500 and Surveyors fees of £1,000.

## **Lease terms**

- a) The tenant will be allowed a rent free period and so the tenant is asked to state the length of any required rent free period as part of their offer.
- b) 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.
- c) The tenant will be responsible for the payment of all rates, services and other outgoings.
- d) The tenant will be responsible for keeping the property in good repair and condition and maintaining any external seating in a satisfactory condition.
- e) 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.
- f) 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.
- g) The opening hours of the café will be the usual park opening hours, from dawn to dusk, and subject to the approval of the Greenspaces Department.

- h) The tenant will not be permitted to erect any telecommunication equipment.
- i) No alcohol sales will be permitted.
- 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**

The prospective tenant will be 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 three years), and a bank reference. These references should be attached as part of the submission and support the rental offer for the lease.

## **Viewing**

Please contact Richard Malinowski on telephone number 020 8359 7359, fax number 0870 889 7450, e-mail [richard.malinowski@barnet.gov.uk](mailto:richard.malinowski@barnet.gov.uk).

Property Services and Valuation Group

London Borough of Barnet

Building 4

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 Council's online website, <http://www.barnet.gov.uk>. Offers are to be made on the form which will be provided on application. No external indication regarding the identity of the bidder on the offer envelope. All offers should be made subject to contract, but otherwise unconditional.

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 six 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 20 August 2008. Version 1*