

# To Let

(Offered by way of informal tender)

**Hendon Park Cafe  
Queens Road  
Hendon NW4**

**An opportunity to operate a café/restaurant in one of Barnet's premier parks**





### **Location and Description:**

A opportunity now exists in Hendon Park to create a café/restaurant, which will serve the existing users and attract new visitors to the park. Hendon Park is one of Barnet's premier parks and is situated on the south side of Queens Road and in an affluent area of North London. The Park is also located close to the A41 Hendon Way and the A406 North Circular Road and is situated just a stone's throw from Hendon Central underground station as well as being close to the shops in Hendon Circus and Vivian Avenue.

The property is a single storey solid brick built building under a flat roof comprising a kitchen/preparation area, eating area, storage and toilet. The property was originally a bomb shelter and now provides approximately 96 sq metres (1,033 sq ft) of accommodation. Electricity, water and a phone line are available although

prospective tenants are advised to make their own investigations regarding the supply and adequacy of any utilities. The property is in need of repair and redecoration and so offers the incoming tenant excellent scope for improvement as well as expansion as we are also offering the adjacent piece of land on which planning consent has been granted to construct a car park for 8 spaces. The prospective tenant will be obliged to pay for the costs of constructing a crossover and there will be Highways Department's fee of £2,250 to pay as well as a refundable performance bond of £10,000. Any enquiries regarding an estimate of the costs should be directed to the Highways Department (e-mail: [dave.smith@barnet.gov.uk](mailto:dave.smith@barnet.gov.uk) ).

Hendon Park has many amenities including landscaped gardens, a children's playground, tennis courts, a five a side football pitch and basketball court. Thus the cafe offers an excellent opportunity of creating a business and providing a focal point for the community.

### **Planning:**

There is an existing Planning Permission reference W14055A/05 which was granted on the 25 May 2005. This grants consent for the refurbishment of the building and as already mentioned the creation of a car park for 8 vehicles. Plans and details are available on request from Property Services. Nevertheless it is strongly advised that prior to submitting tenders that prospective tenants consult with the Planning Department as well as Greenspaces (e-mail: [mark.evison@barnet.gov.uk](mailto:mark.evison@barnet.gov.uk)) to ensure that any proposals would be acceptable.

### **Tenure:**

It is intended to grant a 15 year Full Repairing and Insuring Lease although a shorter period under an all inclusive licence will be considered.

### **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, contact as above.

### **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 of £2,000 as well as reasonable surveyor's fees.

**Lease Terms:**

- a) The property is available on a Full Repairing and Insuring lease
- b) The tenant will be allowed a rent free period to offset the cost of 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.

**Viewing and further details:**

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](mailto: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 must be made by noon on the date published on the council's 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, 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 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 22 May 2006 Version 2*