

## PROCEDURE TO FOLLOW TO MAKE AN OFFER

- a. Applicants wishing to make an offer must complete the enclosed form and return it in a sealed envelope bearing no mark on the outside to indicate the sender's name.
- b. Offers are to be received using the enclosed form, sent to the Civic Centre either by email, post or handed in to the Main Reception FAO Tekla Byfield.
- c. Two references must accompany the form. If these are not received with the offer form then this will invalidate the offer received. If no landlord's reference is available a personal reference should be supplied instead.
- d. A written statement and/or business plan must accompany the offer in the envelope.
- e. A limited liability company may be asked to provide a guarantor.
- f. The applicant must confirm that they will have in place the necessary insurance cover as detailed in these particulars.
- g. The offer form must be signed and dated, or this will invalidate the offer.
- h. Contain supporting documents as outlined in offer (see page 4).

Property and Estates Residents Services London Borough of Hillingdon Civic Centre 2W/05 Uxbridge Middlesex UB8 1UW

# **ACCEPTANCE OF AN OFFER**

- a. If a short listing occurs, applicants may be asked to attend an interview to discuss their proposal further and provide tasting samples.
- b. The successful applicant(s) will be notified in writing. The offer is subject to contract and cabinet member approval. The chosen bidder(s) may be required to sign and date the completed lease agreement before the commencement date.
- c. The lease commencement date will be agreed between both parties.
- d. It will be deemed upon signing the lease that the successful bidder is/are fully aware and in agreement with all the terms and conditions relating thereto and will take the subject property in its existing condition as at the date of signing.

#### NOTE

The Council reserves the right to decline the highest, lowest or any offer whatsoever and will not reimburse any applicant for any costs in the preparation of their offer, whether successful or not.

### **COUNCIL CONTACTS**

In the event that interested parties need to contact Council officers to discuss any aspects of this matter or to arrange a viewing of all or any of the facilities prior to making their offer, the following contact names are given:

Mr Tekla Byfield of the Council's Property and Estates Service on telephone: 01895 250914 (Tuesdays and Wednesdays) or tbyfield@hillingdon.gov.uk

To arrange a formal viewing of the property and facilities, telephone: Jeff Sarnicki, Green Spaces Team on Tel: 01895 443 445/Email: <a href="mailto:jsarnicki@hillingdon.gov.uk">jsarnicki@hillingdon.gov.uk</a>

# **DISCLAIMER**

# **MISREPRESENTATION ACT 1967 & PROPERTY MISDESCRIPTIONS ACT 1991**

These details are particulars only. Whilst believed to be correct, their accuracy is not guaranteed, and it is the responsibility of the applicants to satisfy themselves as to the correctness thereof.

The Council is offering the lease as landowner only, and nothing in these particulars should be relied upon to imply that the Council acts in any other capacity, nor should it imply approval of any use under the provisions of the Town and Country Planning Acts and/or allied legislation.

AGENTS, PLEASE NOTE THAT IN THE ABSENCE OF A WRITTEN AGREEMENT TO THE CONTRARY THE COUNCIL WILL NOT PAY AGENTS FOR INTRODUCING A SUCCESSFUL PARTY.

Proposed main lease terms subject to amendment to reflect the circumstances affecting the individual catering facilities.

- 1) A Six-year lease is to be granted subject to a rent review at the third year of the lease commencement date.
- 2) The annual rent is to be paid monthly in advance. Please note the rent does not include TV licences or subscriptions, music licences, telephone, water rates, gas, electricity, broadband lines, business rates or any other payments associated with the business use.
- 3) The lease to be contracted out of the security of tenure provisions of the Landlord and Tenant Act 1954.
- 4) The prospective tenant to be responsible for internal repairs, decoration and all cleaning of the premises as specified in the lease and to the satisfaction of the Council.
- 6) No assignment of the property in part, whole only subject to contract and landlord prior formal consent.
- 7) The matter is subject to contract and any necessary Council's cabinet approval that may be required.
- 9) Mutual break option To be confirmed between parties.

### **OFFER FORM**

OFFER(S) FOR LEASE OF RURAL ACTIVITES GARDEN CENTRE (TEA ROOM), WEST DRAYTON ROAD, UXBRIDGE, UB3 3JZ (PLEASE USE BLOCK CAPITALS THROUGHOUT) I hereby offer the following annual rent for occupation and the right to manage the catering facilities: Annual rent level (£) \_\_\_\_\_ I confirm that I have enclosed the following with my application: 1. References: (a) Two references as mentioned above. 2. A current credit report from Experian or Equifax. 3. I confirm that I / we shall have insurance cover as detailed in the particulars. Yes / No 4. A written statement and/or business plan along with sample menu with pricing guideline. I hereby confirm all information given is right and correct and understand that any false statement(s) may result in my application being rejected. Signed: Print Name (in full): \_\_\_\_\_ On behalf of: Address (including postcode): Telephone No: \_\_\_\_\_