

# **Premises to let**

**Dacorum Borough Council** 

# Shop 8 The Queen's Square, Hemel Hempstead, Herts HP2 4ES



#### Offers are invited for a lease of the above premises

#### Location

The premises is situated on The Queens Square neighbourhood shopping centre located in Hemel Hempstead. It has an approximate gross internal floor area of 133 sq.m (1,431 sq.ft).

#### Tenancy

The unit will be let under the main heads of terms as set out in Appendix A. It is expected that offers of rent will be in the region of £20,000 per annum exclusive. This figure is given as a guide only and, if necessary, you should consult your own valuer.

#### Rates

The rates payable (2023/2024) are £6,362.25 per annum based on small business multiplier of 49.9p. Small business rate relief may be available. This figure does not take into account any relief deductions which may specifically apply to the tenant (i.e. small business). The tenant is advised to make their own enquiries to verify the business rates payable. For more information on business rates please see <a href="https://www.voa.gov.uk">www.voa.gov.uk</a>.

#### Use

Currently let with E Planning Classification. Use to be agreed with the Landlord and in accordance with any statutory consents.

#### **Application Form**

The Council's Form of Application is attached and it is required to be completed in full.

#### **Interview and References**

Applicants may be called upon to attend an interview and the selected applicant required to provide satisfactory references. A guarantor and/or rent deposit may also be required.

#### **Further Information**

For further information or to arrange a viewing please email claire.rowbotham@dacorum.gov.uk.

#### **Equipment in-situ**

The incoming tenant will be provided with the extractor system report with the requirement that should they need to use an extractor system, the current one is renewed/replaced/ removed at the incoming tenants cost subject to the Council's approval. The cost of the renewal/replacement or removal should be budgeted into any offer an applicant makes or any rent free allowance they will require which would be given retrospectively once the works are concluded.

#### **Misrepresentation**

These particulars are provided as a general guide to the property offered, subject to contract and Council approval. The details do not constitute the offer of a contract or any part of a contract. The Council does not employ, make or give any representation, guarantee or warranty whatsoever relating to the terms. Any intending lessee must, by inspection or otherwise, satisfy him/herself as to the correctness of any of the statements contained in these particulars. The Council does not undertake to accept the highest or any offer.

The premises is marketed as seen and the Council gives no warranties as to whether any equipment in the property works or can be brought back into repair or use. The Council will not be involved with any repairs, or replacement or removal of this equipment. If the ingoing tenant deems it surplus, then the tenant will need to bear the costs of removing the equipment and making good the premises.

## Seek legal advice

Dacorum Borough Council strongly recommends that if you are considering leasing a property that you seek legal advice from the outset. Entering into a lease commits you to a legally binding contract with the landlord. You will be legally and financially obligated under the terms of the lease and it is vital that you fully understand those obligations prior to signing a lease.

# **Dacorum Borough Council**

# Main heads of terms for the lease

### Shop 8 The Queens Square, Hemel Hempstead. HP2 4ES

#### **Term**

5, 10 or 15 years from a date to be agreed.

#### Rent

£ (as per the successful applicant) per annum exclusive payable quarterly in advance.

#### **Rent Review**

At the end of every 5<sup>th</sup> year for a 10 or 15 year term.

#### **Rent Free Period**

None

#### Insurance

Tenant to pay the Council's annual premium for effecting insurance cover of the premises. Period 4/2023-3/2024 premium is £535.64

#### Repairs

Tenant to be responsible for all internal repairs and maintenance to the premises including the shop front, doors, windows and glass.

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#### **Alienation**

Tenant is not to assign, sublet or part with possession of the whole of the premises without the prior written consent of the Landlord. The assignment or subletting of part of the premises is prohibited.

#### **Alterations**

External & Structural alterations are strictly prohibited. Any other alterations (including non-structural alterations) are subject to Landlord's consent not to be unreasonably withheld.

#### **Break Clause**

None

#### Rent Deposit/Guarantor

Either or both may be required depending on the proposed tenants credit rating and business experience

#### **Outgoings**

Tenant to pay all rates, taxes and any other outgoings.

#### Use

To be agreed with the Landlord.

#### VAT

VAT will be added to all rents, service charges etc.

#### Other

The tenant will need to provide the landlord with a valid gas and safety certificate within 3 months of taking on the lease for any equipment at the premises.

#### **Service Charges**

Tenant to pay a service charge to cover the Council's costs in the repair and maintenance of the building structure, common parts and shared facilities including cleaning and landscaping of the Estate together with common electrical, gas and water charges. 4/2022-3/2023 budget £72.15 excl

#### LTA 1954

The lease to be outside of the provisions of security of tenure under Sections 24 to 28 of the Landlord and Tenant Act 1954.

#### **Legal Costs**

Tenant to pay the Council's legal fees in the preparation and execution of the lease of £1,000 plus VAT to be paid in advance.

## **Dacorum Borough Council**

# **Application form**

# **Shop 8 The Queens Square, Hemel Hempstead HP2 4ES**

All offers must be in writing using this Application Form only and remain SUBJECT TO CONTRACT. Completed application forms should be sent electronically, together with a covering e-mail to <a href="mailto:claire.rowbotham@dacorum.gov.uk">claire.rowbotham@dacorum.gov.uk</a>

All application forms must be received by Monday 18th September 2023.

Details required	Answers
Name of applicant(s) and postal address	
Name of individual or Company to be named on the lease. (If Company please also provide Company Registration number).	
Email address and phone number of applicant	
Brief description of company/ nature of business	
Are you a first time business?	
Previous business experience	
Proposed use of unit	
Other terms required for consideration (break clause/rent free period)	
Length of term required (5, 10 or 15 years)	
Proposed Rental In figures : In words :	£per annum exclusive

Valuation & Estates, Dacorum Borough Council, The Forum, Marlowes, Hemel Hempstead Herts HP1 1DH (Ref: T.403/15/01/316)