

IMPORTANT INFORMATION DOCUMENT

It is essential to read this document before submitting an online Expression of Interest Form to acquire a new lease for a building in a green space.

We intend to grant 15 separate commercial leases for buildings within the London Borough of Harrow (Harrow Council) to local organisations, groups and sole traders in three separate Rounds over the next year. A timeline for each Round can be found further down this document and [on our website](#).

Stages of the Bringing our buildings back to life programme:

1. Open Day slots with Harrow Council and viewings with the programme's [Estate Agent](#).
2. Free programme of workshops for applicants delivered by experts.
3. Opportunity to utilise our structured pro bono service with professionals.
4. Complete the online Expression of Interest Form.
5. Invitation to interview for successful candidates only.
6. Offer in writing of working towards a lease for successful applicants.
7. Due diligence period which includes surveys, assessments and vetting checks in which both the applicant and Harrow Council reach a decision on whether they'd like to enter into a legally binding lease, with the period continuing until there is a signed lease.
8. Planning applications.
9. Leasing negotiations, including an Agreement of the Lease.

What to consider as a tenant

Viewings and Open Day slots

When considering taking on a lease of one of the buildings, you are strongly encouraged to visit the relevant building with your own team, which could include an architect, accountant, surveyor, and planning consultant.

Estate Agent and viewing

We are working with commercial estate agent [Tony Chamberlain](#). Check the [brochure](#) for the buildings Harrow Council are running Open Day slots for and those you can view via Chamberlain Commercial.

The application process remains the same for both the buildings you can view with Harrow Council and Tony Chamberlain. All proposals for the buildings need to be submitted via our online [Expression of Interest form](#) by the deadline detailed on [this page](#).

We advise you to

- Inspect the building you are interested in and consider the condition of the building when, calculating and determining costs for any works that might be necessary.
- Consider what statutory and regulatory consents (including planning and building control approvals) you might require before carrying out any works or alterations and how much these are likely to cost.
- Seek professional advice as part of your decision-making process, utilising the viewings and Open Day slots.

Subject to survey

Harrow Council will not be providing a full condition survey for the buildings. If we offer in writing to work towards a signed lease with you, depending on the condition of the building and the level of capital works your business requires, you will be expected to carry out a full condition survey and/or a structural engineer survey within 6-weeks of receiving the offer in writing to work towards a signed lease. This level of due diligence completed by the incoming tenant informs whether you accept or reject the offer of proceeding towards a signed lease with Harrow Council.

For each building, Harrow Council has completed a non-intrusive defect report with year one costs identified for this level of survey, which is also classed as a visual inspection. These defect reports are linked to in the [brochures](#).

Grants available

For each round, two buildings will have year one costs identified in Harrow Council's non-intrusive defect report covered by Harrow Council, but only to the total of what has been calculated for this level of survey. These available grants can [be viewed](#)

[here.](#)

Harrow Council will not be completing the works covered by the grants, only covering the costs for the works arranged by the tenant to a mutually agreed timeline.

Important: The non-intrusive defect reports Harrow Council has completed details year one costs identified for this level of survey, which is also classed as a visual inspection. These defect reports are linked to in the [brochures](#) and are not to be taken as the actual year one costs you might incur as a tenant, which will depend on the level of due diligence required for the condition of the building and the capital works your business requires.

Agreement of the lease

An Agreement for the lease is a legally binding contract between a landlord and tenant that outlines the terms under which a future lease will be granted, typically used when the property requires construction or significant refurbishment before occupancy.

If you are selected to take on a lease, dependent on the type of works identified, you may be required to enter into an Agreement for Lease to govern the timing of those works or conditional upon planning permission or to allow you early access to complete your works ahead of the new lease being granted (as relevant).

Alternatively, you may be asked to enter into a Licence to Alter in addition to the new lease to document the landlord's consent to you carrying out the works.

The selected tenant will be expected to

- Enter into a new (“contracted out”) lease on a Full Repair and Insurance basis in Harrow Council’s standard form (but for amendments required that are specific to the relevant building) for a term of up to 7 years*.
- Know Harrow Council will recognise the investment and commitment to becoming new tenants within this programme and that they will consider valuable tenants when considering an extension of their lease.
- Enter into an Agreement for Lease (as necessary to carry out works prior to the lease being drawn down) to restore the relevant building to a reasonable condition as agreed with Harrow Council.
- From the date of completion of a new lease, you will be responsible for the cost of utility supplies and services, business rates and maintenance of grounds within the demised premises and any other ancillary costs as described in the lease.

***Length of lease**

The framework for this programme is built on leases being up to 7 years to avoid Section 123 (2a). This requires local councils to follow strict procedures before selling

or disposing of land that's public 'open space', mandating advertising in a local paper who we will be awarding the lease to for two consecutive weeks and genuinely considering public objections before proceeding. After 7 years, if compliant and successful, Harrow Council will be extending the lease. The buildings within this programme are available long-term. Should you wish to explore having a lease of over 7 years, Harrow Council would be happy to have these discussions for those whose investment is over £100,000 and are able to meet the advertising and legal costs, which are approximately £2,000 and payable by the tenant.

Rent

For these disused buildings, we are offering a rent-free holiday for one year. Applicants are asked to include proposed annual rent in their Expression of Interest Form for years two and three of the lease. Harrow Council is unable to offer peppercorn rent for the duration of the lease for the buildings in this programme

Business rates

If a business operates from a distinct premises within a park, such as a café, kiosk, or event space, that unit is likely to be rateable, especially if it's used commercially and has exclusive occupation,

There are some exceptions, such as:

- If the business is run by a charity or community organisation and used wholly or mainly for charitable purposes.
- If the use is temporary, seasonal, or incidental to the park's primary function.
- If the premises don't constitute a separately identifiable hereditament.

Each case is assessed individually, and the use of the building is taken into account. If you are unsure, you can check harrow.gov.

The application process

What we are looking for

1. *We are looking for proposals* from local organisations, groups and sole traders which have community at the heart of them
2. *We are looking for proposals* which recognise the need for accessible and inclusive community businesses and services within our green spaces.
3. *We are looking for proposals* which respond to the needs of the borough and are specifically tailored to the green space the building is in or by.

Supported by

This programme is funded by the UK Shared Prosperity Fund, and their objectives should be taken into consideration when submitting a proposal:

- Spread opportunities and improve public services, especially in those places where they are weakest.
- Restore a sense of community, local pride and belonging, especially in those places where they have been lost.
- Empower local leaders and communities, especially in those places lacking local agency.

Submission windows

The submission window is open for 8 weeks for each Round and includes completing an online [Expression of Interest Form](#) (EOI).

In the EOI Form we ask for:

- Business Plan
- 3-to-5-year income and expenditure financial model
- Current financial forecast
- Evidence of your experience.

Preparing your Expression of Interest Form

You can [view the online EOI Form as a Word Document here](#), giving you time to prepare your written answers.

Deadlines

It is the applicant's sole responsibility to ensure they're familiar with the process and allow sufficient time for delivery. Any submission received after the deadline shall not be opened or considered.

Expression of Interest Form: eligibility and compliance checks

Eligibility and compliance checks will form [the beginning of the EOI Form](#). Evidence is either required within the EOI Form as attachments or can be requested at any point during the process.

Essential items for eligibility and compliance:

- Be a sole trader or partnership or other legal entity or constituted group
- Have been operating for a minimum of 2 years or have over 5 years' experience in a similar project
- Have an established link to Harrow
- Be able to provide accounts for the past 2 years
- Be able to supply evidence of funds to complete the capital works for your proposal
- Be able to supply a current financial forecast
- Have no outstanding business arrears
- Two references, with at least one being business related

If you do not pass our eligibility or compliance checks at any point during the process, you will be immediately removed from being considered.

Joint applications

We encourage joint proposals to strengthen your Expression of Interest and community impact. If you are making a joint proposal, only one of you needs to meet the eligibility criteria above.

We also will be actively matchmaking suitable proposals during the EOI windows. This could mean you could be invited to resubmit, but only as a joint proposal with another entity who has come through one of the EOI windows.

If you are interested in submitting a joint proposal but do not know who to approach, [complete this Matchmake Me form](#). We cannot guarantee a successful match, and introductions will only be actioned with consent from both parties.

Feedback

We are only able to commit to giving feedback should you reach the interview stage.

Conflict of interest

Applicants are reminded that they are not to attempt to influence the outcome of their proposal beyond participation in the steps as set out by the Harrow Council. Any attempt to exert influence on the decision-making process or on the appointed panel outside of this will not be permitted.

Where this occurs, the Council reserves the right to reject any and all related proposals. This includes where an individual or organisation seeks to influence a decision on a proposal for which they are not the named applicant.

Timelines for the process

| ROUND ONE: closed | | | | |
|---|---|------------------------------|----------|-------------------|
| Stage | Open | Closes | Duration | Outcome |
| EOI Form | Tuesday 23 September | Monday 17 November, midnight | 8 weeks | Monday 8 December |
| Interview dates, invite only, in-person | Friday 12 December and Thursday 18 December | | | |

| ROUND TWO: closed | | | | |
|---|--|--------------------------|----------|-----------------|
| Stage | Open | Closes | Duration | Outcome |
| EOI Form | Monday 5 January, 10am | Monday 2 March, midnight | 8 weeks | Monday 16 March |
| Interview dates, invite only, in-person | Monday 23 March and Wednesday 25 March | | | |

| ROUND THREE | | | | |
|---|--------------------------------------|-------------------------|----------|----------------|
| Stage | Open | Closes | Duration | Outcome |
| EOI Form | Monday 11 May, 10am | Monday 6 July, midnight | 8 weeks | Monday 26 July |
| Interview dates, invite only, in-person | Tuesday 28 July and Thursday 30 July | | | |

Evaluation

The EOI Forms will be evaluated by Harrow Council Officers with experience of working within Corporate Estates, Parks, Culture, Economic Development, Sport and Community Engagement.

Evaluation criteria

- Information on how you will engage the community to ensure that the services provided are able to accessible, inclusive and sustainable (20%)
- Evidence that you have an understanding of how to manage a community-based service within a building and that you have the appropriate procedures in place to ensure that staff and volunteers are able to be supported (20%)
- Evidence of a viable and feasible Business Plan (30%)

- Evidence of robust financial modelling with projected longevity of over 3 years (30%)

Before the legal process

Heads of terms

Although each building will be leased on its own unique and individual circumstances, please see below for our Heads of Terms.

The principal purpose of Heads of Terms is to identify and define briefly what terms the Landlord and Tenant have agreed. Heads of Terms are nonbinding, but they do ensure that both parties understand what they have agreed before the legal agreements are drafted.

| SAMPLE HEADS OF TERMS | |
|-----------------------|---|
| Subject to contract | |
| Landlord: | The Mayor and Burgesses of The London Borough of Harrow London Borough of Harrow Forward Drive Wealdstone HA3 8NT |
| Tenant: | Name, address and company and charity registration numbers (if applicable). Minimum of two trustees and/or references to sign the documentation. |
| Tenant's Solicitor: | Firm's Name: Postal Address: DX Address: Name of contact solicitor: Email of contact solicitor: Telephone number of contact solicitor: |

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| Landlord's Solicitor: | Legal Department - F.A.O Property Law London Borough of Harrow Forward Drive Wealdstone HA3 8NT |
| 1954 Act protection | The Lease will not give the Tenant the right to renew the tenancy upon expiry, subject to the provisions of the Landlord and Tenant Act 1954. This means that the tenant will not have an automatic right to renew the lease at the end of the term, however, if the tenant wanted a further term and BBC were agreeable, a new lease could be granted. |
| Term | To be decided on a case-by-case basis. |
| Type of Lease | Full Repairing and Insuring (FRI). This means that the tenant will be responsible for all repairs to the property (both internally and externally) and also to refund to the Landlord the cost of insuring the building. There will be some of the disused buildings which the landlord will contribute to costs upfront, and these are detailed on the marketing brochures. |
| Rent | [x] per annum; exclusive payable quarterly in advance on usual quarter days by direct debit. |
| Rent Free Period | One year |
| Rent Review | There will be an upwards only rent review on each [x] anniversary of the lease commencement date to the then market rent. |
| VAT | VAT is currently [not] charged on the rent [but the Landlord reserves the right to do so during the term of the Lease] |
| Break Clause | The Tenant may terminate the Lease on the [x] or [x] anniversary of the term commencement date by giving six months prior written notice, subject to the following conditions: 1) All sums due are paid up to date 2) The Property is vacated 3) There is no continuing sub-lease. |

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| <p>Assignment, Subletting and charging</p> | <p>There shall be no assignment, subletting or parting of possession of part of or the whole of the demised premises. There is no automatic right for the tenant to put a charge against the property. Any charge proposed against the building for the purpose of securing funding will be looked at on a case-by-case basis by Harrow Council and consent may or may not be granted.</p> <p>Licence agreements for use of part of the premises for community use, including but not limited to health care, childcare and education will be allowed subject to prior written consent of the Council (not to be unreasonably withheld). No relationship of Landlord or Tenant is to be created by the third parties.</p> <p>The hiring out to organisations approved by the Tenant for</p> |
| | <p>periods of less than 24 hours will not require Landlord's consent.</p> |
| | <p>building for the purpose of securing funding will be looked at on a case-by-case basis by Harrow Council and consent may or may not be granted.</p> <p>Licence agreements for use of part of the premises for community use, including but not limited to health care, childcare and education will be allowed subject to prior written consent of the Council (not to be unreasonably withheld). No relationship of Landlord or Tenant is to be created by the third parties.</p> <p>The hiring out to organisations approved by the Tenant for periods of less than 24 hours will not require Landlord's consent.</p> |
| <p>Repairs and Maintenance</p> | <p>Under the terms of the Lease the Tenant will be responsible for all maintenance and repair of the whole demise.</p> <p>The Tenant is responsible for replacing the equipment, fixtures and fittings.</p> <p>The Tenant may wish to obtain the advice of a surveyor to ascertain any work that may be required or is likely to be required in the foreseeable future.</p> <p>The Tenant should satisfy itself that all services are</p> |

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| | connected. |
| Decoration | The interior and exterior of the Property is to be decorated as often as reasonably necessary and in the final year of the term |
| Landlord's Initial Works | This will be decided on a case-by-case basis, with some information detailed in the marketing brochures. |
| Alterations | The Tenant shall not make any alterations without the Landlord's prior written consent (not to be unreasonably withheld or delayed) save for non-structural internal alterations |
| Statutory Compliance | The Tenant shall conform at his own expense to all statutory and other regulations pertaining to the demised premises including all health and safety legislation and obtaining any necessary planning consent required and to indemnify the Council against any claims arising from any breach of such regulations. |
| Planning and Licensing | The Tenant is to observe and comply will all planning and licensing Acts and be responsible for obtaining any necessary statutory consents relating to the tenants use and occupation of the building including all planning and listed building consent as required. |
| Rates and Utilities | The Tenant will be responsible for the payment of all rates and utilities in respect of the Property or its occupation thereof. |
| Legal and Surveyor Costs | Each party to pay their own costs. |
| Other Signage | The Tenant will require the consent of the Landlord in writing to any signage before it is attached to the Property. |

Support with your proposal

To support you with your proposal, we have pulled together questions for your consideration when drawing up your proposal and business plan. You do not need to answer 'yes' to all these questions or incorporate every element within your proposal.

For further support, we are offering free workshops run by leading organisations. [To view these opportunities, please go to our website.](#)

Is your organisation incorporated?

- Incorporation is a process through which an organisation goes from being a collection of individuals (in the eyes of the law), to a single entity which is legally separate from the individuals involved.
- An incorporated organisation has “legal personality” which means it can enter into contracts, buy or lease property, and employ people in its own right. Any debts or obligations belong to the organisation, rather than to the individuals running it. This gives the trustees, directors or committee members some protection, although they still have liability for debts caused by negligence or poor financial management.

Do you have the following and do they need updating to reflect managing a building?

- Governing document
- Equal opportunities policy/statement
- Safeguarding vulnerable people policies (children and adults)
- Health and safety policies
- Environmental mission statement or policy

Have you considered whether you are able to meet some of the costs which may be associated with taking on a disused building?

- Surveyors' fees
- Feasibility study fees
- Architects' fees
- Legal fees
- Planning fees
- Statutory safety test fees

Why are you interested in the building and what are your plans?

Consider the reasons you are interested in the building, as you will need to explain to Harrow Council and demonstrate in your proposal how you will achieve the following outcomes:

- Community empowerment and benefits to the local or wider community
- Capacity building using local skills, experience, knowledge and time
- Retaining and improving local provision
- Delivering local services that meet local needs through community led and community-controlled programmes
- Extending the use of a building to do things in a different way, being as creative and innovative as you can
- Delivering value for money including the ability to attract other sources of funding not available to Harrow Council

- Social enterprise and social well-being, including community cohesion

Can you justify your plans?

- By consultation
- With feedback from customers, service users and/or residents

Consider your capacity and skillset to run the building

Items to consider, dependent on your proposal, include:

- Health and safety
- Risk assessments
- Repairs and maintenance
- Maintaining and developing use
- Obtaining insurance
- Booking procedures
- Recruiting and managing staff and volunteers
- Complaints procedures
- User involvement and growth

Insurance and licences

You will need to have insurance. Harrow Council will arrange buildings insurance and will recharge the cost of this to you, so you will need to include this in your budget projections. You will be responsible for arranging all other insurance cover, which will vary depending on your proposal but could include:

- Public liability insurance
- Employers' liability, only if you employ people
- Trustees' liability
- Contents insurance

Inclusion and diversity

- How will your organisation, in planning and managing this building, actively eliminate discrimination, advance equality of opportunity and foster good relations within the community?
- How could you help new groups to meet community needs?
- How will the building be accessible to all sections of the community?
- How can you contribute to making the community feel safe?
- How can you, through your business or service, address different issues, for example, young people needing places to meet rather than being perceived as a nuisance by others?

Finances

- Does your organisation have a bank account with appropriate signatories?
- Do you have someone with the ability to apply for grant funding (if necessary)?
- How will the committee/board be regularly informed of the financial situation of the organisation and are there controls in place to monitor income and expenditure?
- Would your procedures allow you to take on a large-scale project, for example, completing building works and keeping within budget?

Managing people

Items to consider, dependent on your proposal, include:

- Will you employ staff and/or involve volunteers?
- Do you have policies and procedures for managing staff and/or volunteers?
- Do you have role descriptions for staff and/or volunteers?
- Do you have training in place for the duties of staff and/or volunteers?
- Do you have written contracts of employment for staff which meet legal requirements?

Sustainability and planning for the future

- How are you going to promote environmental, social and economic sustainability?
- How will your project be a focus or offer opportunities for the community to improve the environment?

Demonstrating you have a good business plan

- Can you show that the project is sustainable and financially feasible and viable?
- Is your organisation able to demonstrate local need and community support?
- What would be the demand for using the building in the local neighbourhood and across the borough?
- How will you market your business and/or service?
- Will you be hiring out the building?
- Through your business and/or service, how could you support new groups to help them develop?
- How could you harness expertise from the local community or local businesses?
- Are there new local initiatives you could tap into?
- How can you generate additional funding, for example, targeted fundraising?
- Is there an opportunity to develop a trading arm, for example, a community café, becoming a local training provider, or providing office space and support for

small businesses?

- How will you encourage innovation in the running of the building or within your business and/or service?
- How will you assess risks throughout your business and/or service?
- How will you work out solutions to manage these risks?

Monitoring and evaluation

- Have you got clear aims and objectives for your business and/or service?
- How will you know you have achieved the aims and objectives for using this building?
- What will success look like?
- What steps and checks will you put in to ensure your plans are reviewed and evaluated on a regular basis?
- How will you include users and/or local people in monitoring progress and informing them of progress?

Should you require further support with your proposal, please contact Parkbuildings@harrow.gov.uk and allow 7 days for a response.