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**Tender**

**Catering Kiosk, Hayle Recreation Ground**

**CLOSING DATE AND TIME: 12.00 NOON TUESDAY 28 MAY 2019**

**CONTACT: TOWN CLERK**

**HAYLE TOWN COUNCIL**

**HAYLE COMMUNITY CENTRE**

**58 QUEENSWAY**

**HAYLE**

**CORNWALL**

**TR27 4NX**

**TEL: 01736 755005**

**EMAIL: info@hayletowncouncil.net**

**Catering Kiosk, Hayle Recreation Ground**

**Tender Application**

**SECTION A: Instructions and Conditions**

You need to ensure that you read the following carefully before filling out all sections of the rest of the tender application.

**Property:**

The property is known as Catering Kiosk, Hayle Recreation Ground, Hayle Cornwall

**Viewing:**

External viewing at any time. Viewing by appointment. Contact the Clerk’s office to arrange an appointment.

**Tender:**

Hayle Town Council is inviting offers for leasing the property for 6 years. The successful tenderer will be required to enter into a lease with Hayle Town Council.

The tenders will be assessed using the following matrix

Business Plan – deliverability, robustness and sustainability: 30%

Rent: 10%

Use – suitability to the site: 20%

Employment - number of FTE to be created: 20%

Community benefit: 20%

**Planning:**

The most current use of the property has been as a take away café/kiosk. You will need to contact Cornwall Council’s planning department for information on alternative uses.

**Declaration:**

Hayle Town Council is not obliged to accept the highest nor any bid received.

**Procedure:**

Section B gives the standard heads of terms that will form part of the lease. The Council reserves the right to modify the heads of terms once the use of the successful tenderer has been notified and the use known.

Section C is the tender form and you need to fill out all parts.

You need to complete all parts of Section C, the tender form, which has been supplied in duplicate, retain one copy for your records and return the other in an envelope addressed using the Section D envelope label provided, no other writing, apart from the post mark, must appear on the envelope. You must sign the tender document.

A business plan setting out in more detail your proposals for the site, the cost of setting up and trading budgets for the first few years trading will be required to enable the Council to assess the bid.

You need to ensure that any queries you have regarding the Tender Application are resolved PRIOR TO YOU SUBMITTING YOUR TENDER. It is important to note that Hayle Town Council cannot give you professional or legal advice and therefore Hayle Town Council advises that you seek independent professional and/or legal advice before completing the tender.

**SECTION B: Standard Heads of Terms**

|  |  |
| --- | --- |
| **Landlord** | Hayle Town Council  Contact: Town Clerk  Address: Hayle Town Council, Hayle Community Centre,  58 Queensway, Hayle TR27 4NX  E-mail: info@hayletowncouncil.net  Telephone: 01736 755005 |
| **Landlord’s Solicitor** | John R Lloyd  Thurstan Hoskin Solicitors  33 St Johns Street  Hayle  TR27 4LL |
| **Term** | 6 years |
| **Rent** | Rent will be paid monthly in advance, by SO or DD |
| **Rent Review** | There will be a rent review after every 3 years to higher of RPI or 20% of net income. |
| **Break Clause** | Either party can terminate at the end of each year giving 3 months’ written notice. |
| **Repairs and Maintenance** | 1. Full repairing and insuring lease, including roof and all walls. 2. Tenant to paint internal areas in at least the final year of the term however determined. 3. Tenant to paint external areas in every 4th year and the final year of the term however determined. 4. Decoration includes treating wood and metal against rot and infestation. 5. The Tenant is responsible for keeping all un-built areas in a clean and tidy condition and free from weeds, rubbish, vermin and invasive plant species. |
| **Alterations** | The Tenant cannot make any alterations without the previous written consent of the Landlord. |
| **Insurance** | The Landlord will insure the building and charge the Tenant an insurance rent. The Tenant is responsible for public liability insurance to a minimum level of £5m and all other insurances necessary for the use of the Property. |
| **Security of Tenure** | The Security of Tenure provisions of the Landlord and Tenant Act (1954) will be excluded. |
| **Alienation** | 1. Tenant cannot sublet or assign part or sublet whole of the Property. 2. Tenant cannot assign whole without previous written consent of landlord, consent not to be unreasonably withheld, Tenant must be up to date with rent in order to assign. |
| **Rights** | 1. The Landlord reserves the right to enter the property to check the Tenant’s compliance with the terms of the lease. 2. Tenant has access over the recreation ground green on the plan for gaining access to and egress from the Property. 3. Tenant has the right to park one roadworthy vehicle in the area coloured blue on the plan, subject to the direction of the Landlord. |
| **Rates and Utilities** | Tenant is responsible for all outgoings associated with the use of the Premises. |
| **Legal Costs** | Tenant is responsible for the Landlord’s legal costs up to £250. |
| **Conditions** | The lease is subject to satisfactory references, credit check and CRB check for which the Tenant will be responsible for any costs incurred with obtaining these. |
| **Dates and Times of Trading** | The Tenant will open the facility on a daily basis from Maundy Thursday to 31st October inclusive, from 11am to 4pm as a minimum (unless otherwise agreed). Opening beyond and outside these dates and times are at the Tenant’s discretion. |
| **General** | 1. The Tenant is responsible for obtaining all the necessary permissions for its use of the property (including but not limited to planning permission) and for complying with the conditions that the permissions impose. 2. The Tenant must obtain the Landlord’s written approval to all plans before submitting any documentation necessary for obtaining the relevant permissions. 3. The Tenant is responsible for complying with all legislation relating to the use of the property and must supply to the Landlord a copy of all documentation showing its compliance within 7 days of the Landlord requesting it. 4. The Tenant must supply to the Landlord a copy of its fire risk assessment within 14 days of the works being completed. 5. The Tenant must supply to the Landlord a copy of its trading accounts within 7 days of the Landlord requesting them. 6. The Tenant must not cause a nuisance to any neighbouring landowner. 7. The Tenant must not use the property for any illegal or immoral use. 8. Comply with all reasonable requests from the Landlord’s Health and Safety representative regarding the use of the Property. 9. Tenant must not stop up, darken or obstruct windows or light belonging to Property, except for security boarding. 10. The Tenant must not permit any waste onto the Recreation Ground. 11. The Tenant must not cause a nuisance or annoyance to the Landlord, any visitor to the Recreation Ground. 12. The Tenant must comply with all reasonable requests imposed by the Landlord with regards to the management of the Recreation Ground. 13. Tenant is responsible for:  * Hiring out the tennis courts hatched yellow on the plan (if and when appropriate) * Hiring out the football posts (if and when appropriate).  1. On an occasional basis the Landlord reserves the right to allow the sale by others of refreshments in connection with Council-approved events that may take place on the Recreation Ground. 2. The Tenant must recognise that the kiosk is surrounded by facilities primarily used by young people and therefore it is important that a positive rapport is established and maintained with all users of the Recreation Ground. |

**Section C: Tender form**

You need to complete the following.

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| **Tenant(s) – Insert the details of all individuals to be named as tenants in the lease. There can be a maximum of 4 individuals. The lease will not be granted to a charity or company.** | **Applicant 1**  Surname: ……………………………………………………………….  First names: ……………………………………………………………  Address: ………………………………………………………………..  …………………………………………………………………………..  ……………………………… Post code: …………………………….  **Applicant 2**  Surname: ……………………………………………………………….  First names: ……………………………………………………………  Address: ………………………………………………………………..  …………………………………………………………………………..  ……………………………… Post code: …………………………….  **Applicant 3**  Surname: ……………………………………………………………….  First names: ……………………………………………………………  Address: ………………………………………………………………..  …………………………………………………………………………..  ……………………………… Post code: …………………………….  **Applicant 4**  Surname: ……………………………………………………………….  First names: ……………………………………………………………  Address: ………………………………………………………………..  …………………………………………………………………………..  ……………………………… Post code: ……………………………. |
| **Use** | ……………………………………………………………………….  ……………………………………………………………………….  ………………………………………………………………………. |
| **Employment** | Enter in figures the number of jobs which will be created through  your use of the property. ……………………………… |
| **Rent** | Year 1: £…………………………....................... (in figures)  ……………………………………………………………………………  ……………………………………………………………….. (in words)  Year 2: £…………………………....................... (in figures)  ……………………………………………………………………………  ………………………………………………………………… (in words)  Year 3: £…………………………....................... (in figures)  ……………………………………………………………………………  …………………………………………………………….... (in words) |
| **Business Plan** | I enclose a business plan ……….. |
| **Advert** | Please tick to show where you found out about this tender:  Local press .........  Hayle Town Council’s website ……  Hayle Town Council’s Facebook page .........  Other ……. Please specify …………………………………………….. |
| **Agent’s Details** | Tick here if you do not wish to appoint an Agent ……  Name: …………………………………………………………………….  Address: …………………………………………………………………………  ……………………………………………………………………………  ………………………………….. Postcode: …………………………  Tel : ……………………………………..  Mobile: ………………………….………………..  Email: …………………………………………………………………….. |
| **Solicitor’s Details** | Tick here if you do not wish to appoint a Solicitor ……  Name: …………………………………………………………………….  Address: …………………………………………………………………  ……………………………………………………………………………  ………………………………….. Postcode: …………………………  Tel : ……………………………………..  Mobile: ………………………….………………..  Email: …………………………………………………………………….. |
| **References** | Please supply 2 references for the Council to contact to obtain references.  Name: …………………………………………………………………….  Address: …………………………………………………………………  ……………………………………………………………………………  ………………………………….. Postcode: …………………………  Tel : ……………………………………..  Mobile: ………………………….………………..  Email: ……………………………………………………………………..  Name: …………………………………………………………………….  Address: …………………………………………………………………  ……………………………………………………………………………  ………………………………….. Postcode: …………………………  Tel : ……………………………………..  Mobile: ………………………….………………..  Email: ……………………………………………………………………..  The Council will undertake a credit check and a DBS check on all individuals named in the lease. Therefore all individuals named in the Tenant(s) section above need to complete and sign the following to authorise the Council to undertake a credit check.  Name: …………………………………………………………………….  Date of Birth ……………………………………………………………...  Number of years living at present address: …………………………..  Previous address if answer is less than 1 year:  Address: …………………………………………………………………  ……………………………………………………………………………  ………………………………….. Postcode: …………………………  Signature: ……………………………………………………………….  Date: ……………………………………………………………………..  Name: …………………………………………………………………….  Date of Birth ………………………………………………………………  Number of years living at present address: …………………………..  Previous address if answer is less than 1 year:  Address: …………………………………………………………………  ……………………………………………………………………………  ………………………………….. Postcode: …………………………  Signature: ……………………………………………………………….  Date: ……………………………………………………………………..  Name: …………………………………………………………………….  Date of Birth ……………………………………………………………...  Number of years living at present address: …………………………..  Previous address if answer is less than 1 year:  Address: …………………………………………………………………  ……………………………………………………………………………  ………………………………….. Postcode: …………………………  Signature: ……………………………………………………………….  Date: ……………………………………………………………………..  Name: …………………………………………………………………….  Date of Birth ……………………………………………………………...  Number of years living at present address: …………………………..  Previous address if answer is less than 1 year:  Address: …………………………………………………………………  ……………………………………………………………………………  ………………………………….. Postcode: …………………………  Signature: ……………………………………………………………….  Date: …………………………………………………………………….. |

Any other comments you wish to make to support your tender submission (you may enclose other documentation):

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I, the undersigned, confirm the following on behalf of all those mentioned above:

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| (a) | I/we have carried out a full inspection of the property and this offer is made with my full knowledge of the state and condition of repair of the same. |
| (b) | I/we have not relied upon any verbal statement given by any officer or member of the Council in the submission of this bid. |
| (c) | I/we have not entered into an arrangement with any other person that they shall refrain from bidding or as to the amount of any bid to be submitted. |
| (d) | I/we have not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person in relation to this bid. |
| (e) | The Council is not obliged to accept the highest nor any bid received. |
| (f) | My/our bid will not be considered if it arrives after the deadline, is incomplete, the envelope has marks other than the postal marks on and/or I/we submit my bid in any other envelope and/or I/we have written additional comments on the form. |
| (g) | I/we have read all of the ‘Tender Application’ and confirm that if my tender is successful I agree to sign a lease under the standard heads of terms in Section B and those I/we have submitted in Section C. |
| (h) | My/our tender will not be considered if I fail to include a business plan. |
| (i) | I/we understand my tender will be assessed on the following matrix:  Business Plan – deliverability, robustness and sustainability: 30%  Rent: 10%  Use – suitability to the site: 20%  Employment - number of FTE to be created: 20%  Community benefit: 20% |

Name ………………………………………………………………………………..

Address: ……………………………………………………………………………..

………………………………………..………….. Postcode: ……………………..

Tel: ………………………………....……… Mobile: …………………..

Email: ………………………………………………………………………………..

Signature: ……….…………………………………….. Date: ……………………

**Section D: Envelope Label**

Cut around the dotted line and stick onto your envelope.

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| **Private and Confidential**  Town Clerk  Hayle Town Council  Hayle Community Centre  58 Queensway  Hayle  TR27 4NX  Tender: Catering Kiosk, Hayle Recreation Ground  Closing Date: 12.00 noon, Tuesday 28 May 2019 |