

Request for bids

for a Lease to run an Indoor Café in Castle Park, Bishop's Stortford, together with a licence to site tables and chairs on the associated terrace



Version 4.0 2nd September 2022



1. Introduction

- 1.1 Bishop's Stortford has a population of just under 40,000 and is set to grow significantly over the next few years. The historic market town is the largest of the five in East Hertfordshire, which has over 100 smaller villages and hamlets, set in an extensive and attractive rural area of river valleys. An extensive and populous hinterland to the Town stretches into Essex, and includes the popular and growing settlements of Stansted Mountfitchet and Takely.
- 1.2 Castle Park in Bishop's Stortford is a major town centre park, lying immediately adjacent to the main shopping centre. An exciting project to make major improvements relating to its historical significance and its importance as both a community asset and destination park for visitors from further afield is currently underway.
- 1.3 Through this Lottery-funded project, which the Town Council is undertaking jointly with East Herts District Council, Castle Park will become an outstanding park that will:
 - protect and celebrate heritage
 - enhance wildlife through habitat improvements
 - be used and valued by people
 - support the activities of local communities

2. Project Background

- 2.1 Castle Park is a partnership project between East Herts Council and Bishop's Stortford Town Council. The delivery of the project is being supported by the Countryside Management Service, part of Hertfordshire County Council. Further details are available here: www.eastherts.gov.uk/castlepark
- 2.2 Funding to complete the project has been granted by the National Lottery through the Parks for People programme. The total project cost is approximately £3.6M, of which the lottery is contributing approximately £2.6M and the balance coming from other sources including the participating Councils
- 2.3 The project involves major enhancement works to the existing town centre parks of Castle Gardens and Sworder's Field. This includes improved protection and public access to the park's heritage features, enhancements to biodiversity and better recreational facilities.
- 2.4 Alongside capital improvement work, the park is being reinvigorated with a detailed activity plan. This will include events of varying scales (including those targeted at disabled people and at young people), volunteering groups (including a new friends group), regular health walks and a weekly parkrun. A number of these are already established and will continue to be expanded throughout the programme.
- 2.5 One of the principal and guiding aims is to make more people aware of the park, to visit more frequently, stay longer and become engaged in what it has to offer.

3. Current Position and Scope

3.1 There are three buildings within the park which will be completely refurbished to create a café alongside two community rooms and toilets:

- Closed toilet block: a former toilet block that is now closed to the public, located alongside Link Road. The building will be completely renovated internally to become the larger of the two community rooms. Inclusion of a small kitchenette and toilet will make this room largely self-sufficient.
- Garages: currently used for unrelated storage, the garages will be demolished and replaced with a landscaped terrace area that will connect the buildings
- Markwell Pavilion: this building currently provides two actively used community rooms and toilets. These rooms are available to the public for hire. The main user group is the Bishop's Stortford U3A however the facility is open to all. A friends group has also been established for the park that makes regular use of the rooms. The larger of the current community rooms will be divided into two. One half (labelled 'Café' on the drawings) is intended to be used as a café and the other intended as a small community room or café extension (Labelled 'Hall01' on the drawings). Double doors will interconnect these spaces so that they can be used together and responders to this request to tender may bid either for the Café side only, or for the entire space. The toilets will be refurbished in a separate block and will be available for use by café users, community room users and the general public. The smaller of the existing rooms will be demolished to create a raised terraced area directly connected to the café.

3.2 The café will be approximately 48m² with a 9.5m² kitchen/ servery. The small community room/café extension approximately 42m² and the large community room approximately 85m². The toilets will be approximately 40m² and will include six individual cubicles as well as a Changing Places facility for visitors who cannot use standard accessible toilets. Plans are included in Appendix 2

3.3 The area immediately to the south will be landscaped into a formal garden and seating area. The maintenance of this space will be carried out with the support of volunteers through partner organisations and charities.

4. Lease and Licence

4.1 We are seeking an organisation to operate the new building as a hub for the park. The contract will be in the form of a **lease** for the café complimented by a **licence** to place tables and chairs and to serve food and beverages on the terrace.

4.2 The principal terms of the lease and licence are set out in appendix A. The two will not be separable.

4.3 As a requirement of the lease the Café owner will be expected, in addition to operating and managing the café, to

- Specify initial fit out requirements to be incorporated within the building refurbishment contract. The operator will be required to fund

all items additional items beyond utility connections, painted walls and a suitable flooring, which will be provided by the Council.

- Clean and maintain the toilets, as well as locking these at night, with minimum operating hours Mon-Sun 9am-6pm or dusk (whichever is the earlier)
- Collaborate with other partner organisations (including the new friends group) to support their activities, such as volunteering and events.

4.4 It is envisaged that the building will be an integral part of the activities of the park. The building operator will not be responsible for implementing the park's activity plan, however we do want the operator to take an active interest in the success of the park, capitalising on the various events and activities taking place. For example, the weekly parkrun has an average attendance of 250 people. This provides an ideal opportunity for the provision of refreshments.

4.5 There is no restriction on the type of organisation that could operate the building. This could be either a business or a not for profit/ social enterprise organisation, or any other type of organisation that is able to fulfil the aims and outcomes.

5. Other food and beverage operators, restrictions and licencing

5.1 Prospective operators are advised that the Council currently offers two licences to use land in the park for the vending of ice cream (and related items) from a mobile kiosk (ie an Ice-Cream van). It also operates a licence to sell coffee, tea and related items from a small trailer located approximately 100m from the building and on the opposite side of the river. It is envisaged that these licences will continue as they provide a point-of-use service to particular groups of people. Having regard to this, the café lease will prohibit the sale of ice cream, other than packaged product, for consumption outside of the café or terrace area. No restriction will apply to the sale of tea and coffee.

5.2 Events taking place throughout the year will regularly incorporate food stalls, which will continue. There will be no restrictions on the café operating during these events. Where possible, opportunities will be sought to engage the café with the event.

5.3 For the avoidance of doubt the operator is free to serve alcoholic drinks subject to obtaining the necessary licence from East Herts District Council operating as licencing authority.

5.4 Planning permission for change of use of the building to a Café has already been granted. The operator will be expected to apply for any permissions necessary for signage etc.

5.5 A condition of the planning permission requires full details of internal air extraction, odour control and discharge to the atmosphere from cooking operations to be submitted and approved by the Local Planning Authority prior to any café use. The project design team will be responsible for the discharge of this condition, however the successful operator will provide details as and when requested.

6. Selection criteria

6.1 The following selection criteria will apply

Quality and Community value (50%) including

- Commitment to provide a well-used and high quality café that is valued by the public and all demographics, adding to their enjoyment of the park. This will need to compete with offers in the town centre but has the advantage of a beautiful park setting and an increasing footfall.
- Commitment to develop a strong working relationship with existing and regular users and be flexible and supportive to accommodate the needs of the user groups.
- Commitment to taking a supportive approach towards the operation of the park and to developing a working relationship with those running and organising events, and collaborate on these wherever possible.
- Other social and community benefit
- Realism and practicality of business plan both financially and in terms of relevant business experience

Rent & licence fee offered (50%)

- It is expected that a commercial rent will be offered for the lease of the Pavilion by the successful tender commensurate with the facility provided, having regard to the facility and obligations attached to the toilets and the facility provided by the licence.
- It is further expected that a separate fee will be paid by the licensee for right to use the terrace for tables and chairs
- The Council is prepared to consider offers which include a reduced rent in the first nine months of operation.

7. Form of responses

Response should contain

1. The rent offered for the lease and the fee offered for the license
2. A statement of whether the rent proposed is for the Café section only or both the café section and the 'café extension' (bidders may offer figures for both options if they wish)
3. An outline business plan
4. Statements of community engagement
5. Details and evidence of relevant background

Responses and any pre-response queries should be sent to tenders@bishopsstortfordtc.gov.uk

8. Process and Timetable

15th September 2022 – Invitation to tender issued

30th October 2022 – Closing date for responses

All dates following this are approximate

15th November 2022 – Shortlisted candidates notified and invited to make a presentation

30th November 2022 – Successful (subject to contract) and unsuccessful bidders notified

December 2022 – Jan 2023 – Lease and Licence negotiations

Feb 2023 – Lease signed by both parties – at this point both parties will be legally committed to proceed

Feb 2023-Aug 2023 – refurbishment works (by Council)

1st September 2023 – Lease commences, Tenant can commence internal fit out (by arrangement this may happen in parallel with the works using the same contractors

1st September 2023 – Cafe opens

9. Disclaimer

9.1 No information contained in the documents or in any communication made between the Council and any provider in connection with this activity shall be relied upon as constituting a contract, agreement or representation that any contract shall be awarded.

9.2 The Council reserves the right, at its discretion to:-

- 1) Change this document and/or the procedure for the pre-procurement market engagement; and
- 2) Proceed, or not, with a subsequent procurement.

9.3 The Council will not treat as confidential, any information submitted in response to this process, and respondents should note that the Council is subject to the requirements under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and may be obliged to disclose responses.

9.4 Participation in the pre-procurement market engagement will be at each provider's own cost. No expense in responding to this process will be reimbursed by the Council.

Appendix A – Principal terms of Lease and License

The following documents set out the principal terms which will be subject to detailed negotiation following selection of the preferred bidder

The Lease

Based on the Law Society commercial lease

<https://www.lawsociety.org.uk/News/documents/short-form-model-commercial-lease-part-pdf/> or similar.

Term – 10 years. Tenants only may exercise a break clause after 5 years (six months' notice required). Otherwise termination for convenience not permitted

Security of Tenure on expiry of lease excluded

Permitted use: Café/Restaurant and meeting space

Tenant to be responsible for all repairs and maintenance except insurable damage

Term requiring the tenant to keep the adjacent toilets clean and open during the hours

Mon-Sun 9am-6pm or dusk (whichever is the earlier)

If the lease includes the 'café extension', a term requiring the tenant to make it available free of charge outside café opening hours for community use, subject to appropriate clauses to protect security and ensure that it is returned to the state in which it was found after such community use

Rent to increase by CPI after 5 years

The Licence

DATED _____ 202

BISHOPS STORTFORD TOWN COUNCIL

-and-

Licence
to place tables and chairs
on the Terrace at Castle Park, Bishops Stortford

THIS AGREEMENT is made the _____ day of _____ 202

BETWEEN :-

1. **BISHOP'S STORTFORD TOWN COUNCIL** of The Old Monastery, Windhill, Bishop's Stortford, Hertfordshire ("the Council")
2. ("the Licensee")

It is hereby agreed as follows:

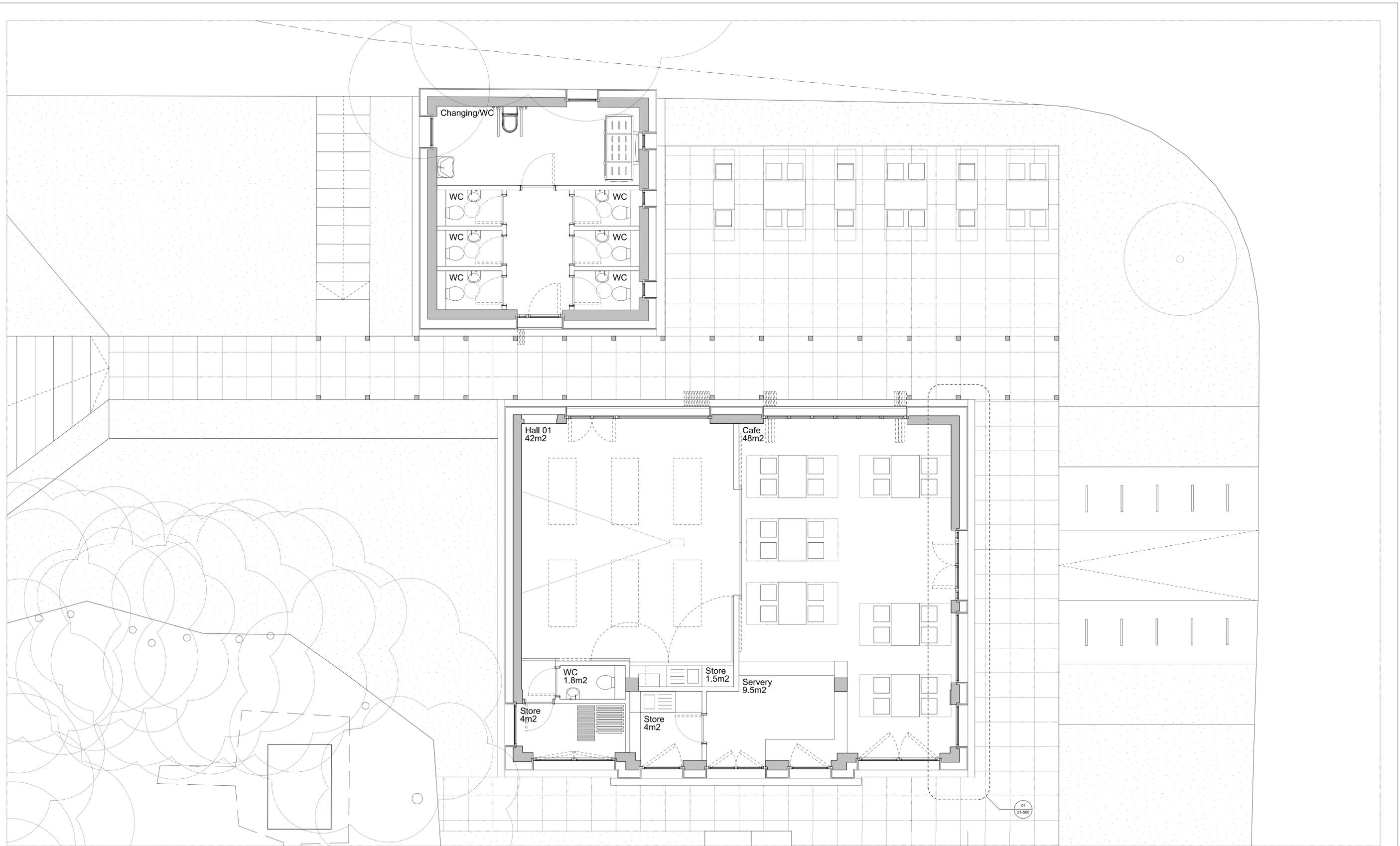
1. The 'licence fee' shall be
 - a. per annum (or pro rata) for the period starting with the commencement of this agreement and ending on 30th March 202
 - b. Thereafter such amount per annum (1st April-31st March) as is equal to £xxx index linked to CPI.
2. In consideration of the licence fee as previously defined the Licensee may, at his own expense
 - a. place furniture on the terrace at Castle Park shown coloured red on the plan annexed hereto
 - b. without excluding the general public from the free use of the area, operate such area as an area of outside seating in connection with the Licensee's use of the adjacent Cafe
3. Prior to placing such furniture on the terrace the licensee shall, at his own expense
 - a. Secure all necessary permissions except landowner permission for the intended use of the terrace
4. The Licensee covenants with the Council that

- a. That the furniture shall be of a high quality and design and well maintained all to the reasonable satisfaction of the CEO of the Council
 - (a) That the terrace and furniture shall be adequately serviced to prevent clutter and the build up of litter
 - (b) That they will not allow any nuisance to emanate from that use of the terrace
5. The Council does not warrant that the terrace is suitable for the purpose of set out in 2 above and the Licensor assumes all responsibility for ensuring its suitability. The licensee will indemnify the Council against any claims howsoever arising as a result of the placing and use of the Furniture and will pay the reasonable costs incurred by the Council in repairing or replacing any damage, however caused, to the public conveniences as a result of the Licensor's activities in connection with this license.
 6. The licensee shall not to assign share underlet or otherwise dispose of the rights granted by this Licence which are personal to the Licensee
 7. Nothing in this license shall prevent the Council, its employees or agents from gaining access to the terrace at all times for maintenance, inspection or other any other purpose.
 8. The licensee shall pay interest to the Council at the rate of 4% above Lloyds TSB Bank plc base rate on any sum due to the Council hereunder which is not paid within 7 days of being due from the date the same was due until payment
 9. This agreement will terminate automatically if the licensee ceases to operate the Café at Castle Park or in the event of the liquidation or entry into receivership of the Licensee
 10. This agreement may be terminated by either party on giving not less than three months written notice which must, unless otherwise agreed in writing, expire on 31st March in the year of termination.
 11. This license may be terminated by the Council if the Licensee fails to pay the Licence Fee within fourteen days of its becoming due fails to observe and perform any of the terms, conditions and covenants herein. Such termination will not affect any rights which may have accrued to the council or obligations which have accrued to the licensee at that time.

SIGNED by and on behalf of BISHOP'S STORTFORD TOWN COUNCIL

James Parker
Chief Executive Officer

SIGNED by and on behalf of



01 HALL '01' WC BLOCK '03' GROUND FLOOR PLAN
SCALE 1:50

REV	DATE	DESCRIPTION	CKD	REV	DATE	DESCRIPTION	CKD

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CASTLE PARK, BISHOP'S STORTFORD
 TECHNICAL DESIGN
 GROUND FLOOR PLAN - HALL 01 & WC BLOCK
 143-CPB_01_06_110
 SCALE: 1:50@A1 1:100@A3

T1
Revision

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