

# **St Austell Town Council**



## **SCHEDULE 1 - CONCESSION SPECIFICATION**

St Austell Town Council



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OFFICIAL: SENSITIVE

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## 1. CONTRACT OBJECTIVES

To find a Concessionaire to operate a kiosk and toilet facility at Poltair Park, St Austell. Some key features important to understand:

- Poltair Park – Award winning park and the Town Council’s premier park
- Footfall:
  - Heavily used park during the summer / weekends
  - Peak summer days attracting over 300 people at any one time
  - Footfall during winter months will vary and dependent on weather
  - Footfall to / from Poltair School and Cornwall College
- Location:
  - Equipped play space, skateboard park and fenced general purposes play area
  - Large green open space
  - Close to the main line train station (which does have a café onsite)
  - Close to football club and adjoining bowling club
  - Close to library
  - Close to Police Station
- In agreement with the Council the opportunity to let the Concessionaire run “Town Council approved” events on the open space to the topside of the premises (noting the annual May Stepping Stone Nursery event / Fun day arranged by others)
- Premises will include a toilet for public provision which is free to access during time when the kiosk is open. The cleaning and maintenance of the toilet would be the responsibility of the concessionaire.

The specific objective of letting the Concessions Contract are:

- To create the provision of a valued community facility in the park;
- Be cost neutral or where possible provide small income / return to the Council;
- To have a Concessionaire who takes pride in operating from the site, including being the “eyes and ears” for the area, supporting keeping the site clean and tidy;
- To support wider objectives of the Council;
- To positively support the objectives of the Town Plan;
- Where possible support Plastic free / other sustainable objectives such as Healthy Eating;
- Encourage an outdoor culture with opportunity to have outdoor space for tables / chairs;
- Be of low resource impact for the Town Council.

The Council would seek an area for customers to have enjoyable, value for money experiences, whilst enjoying the wider community assets. The Concessionaire shall deliver these objectives through:

- Working in effective partnership with the Council;
- Sharing knowledge and developing effective systems;
- Demonstrating agility in response to existing and potential market needs;
- Being proactive in extending the services and seeking new opportunities.

## **2. BACKGROUND**

The Council is seeking to appoint a Concessionaire for the provision of a public food and beverage offer available at Poltair park.

This Specification and the accompanying tender documents are designed to enable accurate response to this opportunity, and to ensure that all parties submitting tenders have a clear understanding of the extent and quality of the services required, and the importance placed on the partnership between the parties involved.

The Concession is offered in line with the overall Headline Terms as issued with this Tender and is offered solely under Licence.

## **3. INTRODUCING POLTAIR PARK**

Poltair Park is the Council's premier park situated between Carlyon Road and Trevarthian Road in St Austell. It is in close proximity to the railway station, bus station, Police station, leisure centre and library. It is a short walk from the Town centre and has a good footfall throughout the day.

The park has been awarded a 4\* award for the last two years under the South West in Bloom Pride in Parks Award and has undergone major refurbishment since the Town Council took over its ownership and maintenance in 2017.

The park includes well equipped children's play areas, a skateboard park, a multi sports area, a bowls club and a large open space. It is maintained to a high standard with excellent floral displays, mature trees and permanent planting.

## 4. THE TENDER

The tender and any resulting contracts are offered as one Lot as follows:

- Operating a kiosk facility for members of the public and visitors to the park
- In delivery of the kiosk, providing provision of a toilet for use by customers, members of the public and visitors to the park

The facility as offered provides access to a newly positioned premise, which has the following:

- Mains electricity via a meter
- Mains water via a meter
- Mains drainage

The Concession would be let as a vacant empty premise. A basic kitchen counter and a dishwasher will be provided. The Concessionaire will be required to install further fixtures and fittings as they see fit.

The overall Concession size is 38 sq.m including the toilet and storage space.

In addition to the Concession as described the Concessionaire will have, in agreement and sign off by the Council, the opportunity to arrange, organise and run community related events on the adjoining land (see Site Map).

Events must be in the interest of the community and support the wider objectives of the Concession. The Concessionaire will be responsible for all costs associated with setting up and delivery of events, including marketing and promoting, but would be able to retain any income secured from any events that are arranged and hosted.

Permissions for Events will include:

- Times events are allowed;
- Nature and types of events allowed;
- Total capacity for events

As required the Concessionaire will also be responsible for:

- Traffic management for events;
- Ticketing of events;
- Crowd control;
- Organising, marketing and advertising of events;
- Waste management of events;
- Staffing of events

## 5. CAPITAL BUDGET

To enable the initial set up of the Concession the Council offer an initial capital sum of £3,000. This capital sum is for the sole provision of:

- Appliances
- Furniture, fixtures and fittings
- Light Equipment

The Concessionaire will be required to provide receipts for purchases to draw down the capital budget or utilize the Town Council's procurement processes subject to agreement.

Repairing, replacing and maintaining Appliances; Furniture, fixtures and fittings; and Light Equipment purchased with the Council's capital budget will be administered by the Concessionaire.

The Concessionaire will ensure all appliances, furniture, fixtures and fittings and Light Equipment are cleaned and regularly checked and tested as per manufacturer operating manuals and Health and Safety Regulations.

At termination of the Contract the Appliances; Furniture, fixtures and fittings; and Light Equipment funded by the Council will pass to the direct ownership of the Council.

All repairs, maintenance and statutory testing of the fabric of the building – e.g. doors, walls etc. and infrastructure e.g. fire alarms, emergency lighting etc. will be the responsibility of the Council who will be granted access by the Concessionaire to undertake such repairs, maintenance and statutory testing under the terms of the Licence.

## 6. QUALITY OF SERVICE / FOOD STANDARDS OVERVIEW

The Concessionaire will have freedom to operate in a manner that is commercially viable. However, in support of this the aim will be for the Concessionaire to:

- Provide a welcoming and friendly service for customers, one which is inclusive to all;
- Provide a consistent quality of service for customers, to a standard that meets or exceeds their expectations;
- Provide a clear and competitive pricing which reflects good value for money.

Price tariffs shall be presented in a format that shows the total cost to the Customer.

The Concessionaire will ensure compliance with Food Hygiene Standards. In addition, the Concessionaire will ensure clear and accurate food labelling around allergies.

Within the limitations of the site and overall Concession itself where possible the Concessionaire would look to support principles of:

- Choice;
- Healthy eating;
- Local sourcing / seasonality / Fairtrade;
- Dietary-specific options such as vegan, vegetarian and gluten free;
- Waste minimisation and work to reduce food waste;
- Maintain a five-star Food Hygiene Rating.

## **7. EQUALITIES**

The Concessionaire shall support and develop equality of opportunity, diversity, and representation in the service provided to customers and the community.

## **8. BRAND AND MARKETING**

The Concessionaire shall be responsible for the costs associated with marketing the Concession. The Council may also contribute to joint marketing as it decides.

## **9. CONCESSIONAIRE TEAM**

The Concessionaire will ensure that the services shall be performed by appropriately trained and qualified personnel, with exceptional customer service skills. The Concessionaire will make every effort to maximise local employment opportunities and support principles of community inclusion / apprenticeship.

## **10. TRAINING**

The Concessionaire shall be responsible for their staff training. It is recommended that all staff are trained at least to a minimum Foundation Certificate in Food Hygiene and Safety, Health and Safety and Customer Care skills.

Staff should have a sufficient understanding of special diets to provide customers with accurate advice about the options available.

Staff will be aware of any standards to which foods have been certified, and further background information about these standards will be made freely available on the premises, or on the supplier's website.

## **11. CASH HANDLING**

The Concessionaire shall be responsible for all cash receipts, including VAT, from the kiosk

The management and cost of cash collection will be the sole responsibility of the Concessionaire.

## 12. ENVIRONMENTAL MANAGEMENT

The Concessionaire shall support the goals of environmental management, including, start-up and shutdown schedule for lights, equipment, and other energy-consuming items.

The Concessionaire shall have a maintenance checklist and records of inspections for lighting, equipment, and other energy-consuming items.

The Concessionaire shall perform and document manufacturer recommended cleaning to all appliances on site to ensure all equipment is functioning properly and maintaining energy efficiency levels.

The Concessionaire shall have a water conservation checklist and records of inspections that include at least the following:

- Turn off taps not in use;
- Regularly check for leaks;
- Do not use running water to melt ice in sinks;
- Operate dishwashers when full, whenever possible;
- Dishwasher temperature shall be set to the lowest temperature allowed by health regulations and consistent with the type of sanitising system used.

## 13. WASTE MANAGEMENT

The Concessionaire will pay for all waste collection associated with running the Concession.

In order to reduce waste generation, the Concessionaire shall look to serve food/beverages using reusable cutlery, glassware and crockery.

Takeaway food/beverages should be served in re-cyclable materials.

Incentives should be given to Customers for utilising their own reusable cups and other ethical takeaway food storage solutions.

## 14. RECYCLING FOOD WASTE, FATS, OILS AND GREASES

Where available, used frying oil and oil from grease recovery devices shall be recycled with proven partnerships for using the oil for biodiesel production or other means of replacing fossil fuel use. Waste fats, oils and greases shall be stored in a weather and vandal resistant container with a bund of sufficient capacity to hold any leaks.

All suitable food waste shall be reused where possible through local channels – e.g. through local homeless charities.

The Concessionaire shall have clearly marked sorting mechanisms – i.e. bins – in areas where food waste is collected.



## 15. OTHER RECYCLATES

The Concessionaire shall look to maximise opportunities for recycling options. Materials to be recycled shall include, but are not limited to, aluminium and steel food and drink cans, plastics, glass, and cardboard.

## 16. DISPOSABLE PRODUCTS

The Concessionaire shall eliminate non-essential disposable products and the following items shall not be used:

- Polystyrene packaging and cups;
- PS06 (polystyrene) (e.g. utensils);
- Plastic bags (except for bin liners);

In addition, single portion condiments and disposable napkins, utensils, and straws (not plastic) shall be provided upon customer request or with single portion dispensers, where applicable. Costs of waste disposal will be the sole responsibility of the Concessionaire.

Wherever possible the Concessionaire shall look to avoid the use of Single Use Plastic.

## 17. PEST CONTROL, CLEANING AND DEEP CLEANING

The Concessionaire will be responsible for all cleaning and deep cleaning in the Concession, leaving them hygienic and ready for the next subsequent use at the end of each day.

## 18. ENTRY AND OPENING HOURS

In order to avoid confusion, the opening and closing times of the kiosk should be clearly advertised at the premises.

The opening times for the Concession will be up to the Concessionaire to set based on optimum commercial opportunity, but will only be permitted between the hours of 0800 to 2000 hrs.

The Concessionaire will be permitted to operate seven days per week.

There is an expectation that the kiosk should be open from at least 10am to 4pm each day between May and September.

Although recognised that the opening hours could significantly reduce during the winter months, there is an expectation that the kiosk should be open at regular intervals between September and May, weather conditions permitting.

The Concessionaire shall be responsible for providing clear and transparent information to customers and members of the public on opening times.

## 19. HEADLINE TERMS

The Council has drafted Headline Terms for the Concession. This should be read in conjunction with this Specification and will apply to the Concessionaire.

## 20. CONCESSION FEE

The Concessionaire will deliver to the Council the agreed commercial model as per the Contract. Where applicable and in line with the commercial model the Concessionaire will pay the Council all its fees either annually or quarterly (June, September, December and March).

## 21. SOCIAL VALUE

The Concessionaire's attention is drawn to the fact that consideration on award of the Concession will include assessing how the Concessionaire will deliver Social Value in the community.

As part of the applicant's response to the method statement they will be asked to outline how they would support Social Value in the delivery of the Concession. In relation to this contract the Council sees the following as being areas where through the delivery of the Services positive outcomes to Social, Economic and Environmental outcomes could be achieved, in particular:

- Within the workforce this could be supporting apprenticeships, plus arrangements to ensure that staff are fairly recompensed for work undertaken.
- Supporting environmental outcomes (including reduction of use of products / material that are harmful to the environment or working practices that minimise environmental damage), as well as making a positive contribution to the Council's pledge around removing use of "single use plastics".
- Social outcomes may also include details on how the Supplier would look to support community initiatives and / or work to make a positive outcome within the wider community.
- Social benefits to communities within the area including increasing social inclusion and breaking down social exclusion.

The above list is not exclusive or exhaustive but an indication on what are deemed to be relevant and proportional areas for Social Value consideration to this Concession.

## 22. DEFINITIONS

Appliances	In summary this shall include (but not be limited to): Cooker, microwave, kettles / boiler, coffee maker, dishwasher etc.
The Client	Means the Council's representative, appointed for the purpose of managing the contract
Concession	Means the kiosk and toilet facility at Poltair Park, St Austell
Concessionaire	Means the organisation named in the articles of agreement
Council	Means St Austell Town Council
Customer	Means a third party to whom the Concessionaire provides services
Events	Means Events that are approved by the Council held on the approved site area adjoining the Concession
Furniture	In summary this shall include related furniture for customers of the Concession and may include tables and chairs both within and outside of the premises.
Licence	Means the licence to occupy the premises
Light Equipment	In summary this shall include (but is not limited to): Crockery, cutlery and glassware, display dishes, display and marketing boards, Kitchenware including pots and pans, tills and IT equipment