APPENDIX 1 - SPECIFICATION FOR WATER SPORTS AND OUTDOOR ACTIVITY CONCESSION AT HAMWORTHY PARK OUTDOOR EDUCATION CENTRE

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1. Introduction and Background

1.1. BCP Council ('the Council') is offering the opportunity to lease Hamworthy Outdoor Education Centre ('the Centre'). The Centre is comprised of a pavilion building with teaching, changing, kitchen and office facilities, a boat compound with storage facilities and access to a slip way providing access to Poole Harbour.

1.2. Hamworthy Park sits on Poole Harbour and is made up of Hamworthy beach and a large, green open space. The park is popular for a children's play area, a seasonal recently renovated paddling pool, beach, walking and views of Brownsea Island and the Purbecks; fitness and watersports. There is a popular park café and the area is also licensed for outdoor events.

1.3. Hamworthy Park: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Queen Elizabeth III, Hamworthy Park, Lulworth Avenue, Hamworthy, Poole, Dorset as is registered at the Land Registry with title number DT372606

1.4. The park benefits from a proactive and supportive friends group keen to work with the new provider to engage with the park and its users. A small promenade runs parallel to the sandy beach with approximately 100 traditional beach huts with a recent investment of additional beach huts added to the area.

1.5. The Outdoor Education Centre is a 1950's building, owned by BCP Council. The building has undergone recent renovations to accommodate all users by the previous operators. The building has always been used to provide and promote outdoor adventurous activities to people for all ages and abilities. The centre has in the past offered a range of courses to schools, community groups and private individuals.

1.6. The Council are seeking a suitably experienced and competent tenant to deliver and develop sports and outdoor activity provision from the Centre, whilst proving the best value for money outcomes in terms of revenue and investment at neutral cost to the Council.

1.7. The Council are seeking a tenant who can operate the centre to achieve this, manage the service to maximise the use of the facilities at all times and attract new participants from specific target groups. The Council welcomes offers regarding the rent and for facility improvements which are sympathetic to the park and its beautiful surroundings.

2. Scope

2.1. The anticipated start date of the contract would be 1 March 2021

2.2. The contract would be for five years and ending on 28 February 2026.

3. Requirements

3.1. The Tenant will be responsible for developing and implementing a balanced activity program which retains the centres range of water and land-based activities, identifying customer requirements and providing new activities for the community.

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3.2. The activity program will have the following objectives:

3.2.1. To maximise the use of the facility at all times.
3.2.2. To promote and operate opportunities from beginners through to people wishing to improve their skills.
3.2.3. To promote and establish a structured programme of initiatives aimed at engaging and attracting new participants from the following target groups:

- Young People
- Seniors
- Women
- People on low income
- Ethnic Minorities
- People with Disabilities

3.3. The Tenant shall implement an equipment hire scheme of pay and play where practical. The programme should allow for a balanced between programmed courses, club use, school use and events.

3.4. The Council wishes to also offer the opportunity for suitably qualified customers to hire equipment on a pay and play basis.

3.5. The Tenant shall be expected to support the Council's Access to Leisure and Learning Discount Scheme (or similar scheme that is implemented) that allows people with disabilities, people on low incomes and those in full-time education (aged 16 years and over) to take part in leisure and sports activities at reduced rates. The Tenant must offer not less than 10% discount off the full price of any given activity for service users under this scheme

4. The Building and Surrounding Area

4.1. The site is an exceptional watersports base, especially for beginners with direct access on to Poole Harbour. The centre is situated on the South Eastern corner of Hamworthy Park, Poole.

4.2. The Facility from which the Services are to be provided is located at Hamworthy Outdoor Education Centre, Hamworthy Park, Poole, Dorset BH15 4DQ

4.3. A plan of the site can be seen in the document: 'Appendix 2 – Location Plan- Hamworthy Marine Activity Centre'.

4.4. A plan of the building layout can be seen in: 'Appendix 3 – Building Layout - Outdoor Education Centre'.

4.5. The centres facilities include:

- Training/Storage Room
- Foyer

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- Meeting Area
- Office
- Kitchenette
- Toilet
- Male and Female Changing Rooms
- Boat Compound Inc 3 containers
- Shared slipway to Poole Harbour
- Area of shared land for adventurous land activities used in common with other users and the Council.
- Two allocated carpark spaces in Hamworthy car park, these are included in the lease.
- The right to park a maximum of two private cars, vans or similar in the Boat Compound for occasional use for the purpose of dropping off or collecting any employees, volunteers, staff, customers, students, pupils, children and other people accessing the property for the purpose of permitted use or for loading and unloading any equipment, goods or materials relating to the permitted user

4.6. For the duration of the contract the Tenant will be expected to manage and maintain the site, building and surrounding area to the standard it is received in this includes day to day repairs and decorating.

4.7. For the duration of the contract the Tenant will be responsible for cleaning the building and surrounding area of any rubbish, providing the receptacles needed and arranging the disposal of this.

4.8. The Tenant shall keep the interior of the Property clean and tidy, including cleaning the inside and outside of the Property and shall keep the property in a wind proof and watertight condition, and shall make good any damage caused to the Property by any act or omission of the Tenant or any person under the control of the Tenant.

4.9. The Tenant shall decorate the Property in the last three months before the end of the Term to the satisfaction of the Landlord and using materials and colours approved by the Landlord.

4.10. The building is to be leased empty and the Tenant will be expected to furnish the building to their requirements for the duration of the contract. All furniture must be removed at the end of the contract unless otherwise agreed by the tenant and the Council.

4.11. The Tenant will be expected to for the duration of the contract arrange and pay for all utilities, bills and taxes associated with the running of the contract and building.

4.12. If the Tenant wishes to make any changes to the building during the contract they must have full agreement written with The Council prior to making any change. If agreed, the Tenant will then be responsible for following all planning, health and safety and building regulation requirements as well as any associated costs.

4.13. All certifications and approvals for any building work to the building will need to be submitted to the Council for their records.

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5. Payments

5.1. The first payment will be made on signing the contract for the first quarter (or part of the quarter).

5.2. There after all payments are in advance and due quarterly by the following days 1st January, 1st April, 1st July and 1st October.

5.3. If any annual rent or any other money payable under the lease has not been paid by the date it is due, the tenant should pay interest at the default interest rate of 8.1% on the amount defaulted on, interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

6. Standards

6.1. Tenant to be responsible for carrying out appropriate checks as to suitability of staff including (but not limited to) DBS check where staff have responsibility for or are in sole care of children or vulnerable adults.

6.2. All instructors and staff must have completed Safeguarding Training (Child Protection Training). Relevant National governing body.

6.3. There must be a member of staff with First Aid qualification at all times the centre is open.

6.4. To be compliant with all government Health and Safety guidelines.

6.5. Programmes should be provided in line with National Governing Bodies standards and guidelines.

6.6. Organisation are to hold but not limited to relevant licences, affiliations, including Adventurous Activities License, RYA, Duke of Edinburgh Award.

6.7. Instructor qualifications – all coaches/instructors to be registered with the appropriate National Governing Body UKSA and hold the relevant qualifications for the activities provided

7. Operating Hours

7.1. The recommended opening hours of the Centre are expected to be 09:00 to 17:00, seven days a week. With the exception of Christmas Day and New Years Day.

7.2. Between 1st April and 31st October, the hours can be extended to 08:00 until 22:00 daily.

8. Contract Management

8.1. The Tenant will be expected to be available for quarterly meeting with BCP Council's contract manager. Sales figures and plans to be submitted at least one week prior to this meeting for review.

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8.2. The Tenant will be expected to provide a quarterly update on how the business is performing including services they are providing, sales figures, number of staff, turnover and plans for the future and any other relevant management information that is relevant to the business. Information to be submitted one week prior to meeting with Council Representative.

8.3. The supplier will be expected to provide the businesses annual accounts to the Council, by 31 January each year.

9. Termination

9.1. On handing back the building at the end of the contract the Tenant shall return the building in the condition it was let in at the start of the contract and required by the lease, unless otherwise agreed by both the Tenant and The Council.

9.2. The building must be emptied of all chattels unless otherwise agreed by both the Tenant and The Council. All chattels belonging to Tenant to be removed. The Tenant appoints the landlord to be the agent for the Tenant to dispose of any chattels or items fixed to the property ad which has been left on site for more than 10 working days after the end of term? The landlord not being liable to the Tenant by reason of that disposal? If the Tenant does not comply with the obligations in this clause then the Tenant should pay the landlord an amount equal to the annual rent the period that it would reasonably take to put the property into the condition it would be been in had the Tenant performed it's obligations under this clause.

9.3. A photographic survey will be carried out by the Council at the start of the contract, as well as at the end of the contract to be used if any dispute arises over the condition of the building.

9.4. The Tenant would be expected to notify any utility suppliers when vacating the building giving final readings for final bills, the Tenant would also be responsible for notifying any other suppliers for contracts they have used while in the building.

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