

SPECIFICATION - BEACH FURNITURE HIRE CONCESSION(S) AT VARIOUS SITES ON BCP SEAFRONT



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1. Introduction

- 1.1. BCP Council ('The Council') wants to harness the potential of our coastline and make BCP a place where people and businesses want to be. To support this vision, we are seeking to make Bournemouth the UK's premier hospitality and culturally led seafront destination.
- 1.2. Bournemouth is one of the top UK destinations for tourists, attracting over 13 million visitors a year with its long promenade and excellent sandy beaches. Sun lovers can laze about and go for a swim, sports lovers can go surfing, paddleboarding or play beach volleyball and food lovers can enjoy great meals.
- 1.3. We want to establish a world class Seafront, prioritising the protection of our natural environment, responding to the climate emergency, and supporting the distinctive identities of our coastline, whilst promoting sensitive inward investment, employment, community use, wellbeing, inclusivity, and sustainable tourism.
- 1.4. We are therefore seeking bids from Operators with ability to deliver beach furniture hire concession(s) to provide an attraction that will animate the beach and drive footfall to the area from residents and visitors alike.
- 1.5. The Council's purpose is to improve the quality of life for the people of Bournemouth, Christchurch and Poole and its visitors and is committed to improving the quality and sustainability of the seafront open spaces and their facilities. We strive to engage with individuals, local communities, and partners to develop sustainable approaches to maintaining good quality, accessible open spaces, and leisure opportunities across the town. It is anticipated that this approach will help to revitalise the seafront to the benefit of the community and visitors.

Location

- 1.6. Sitting at the centre of Poole Bay, which has been awarded more blue flags than any other authority, Bournemouth & Poole enjoys its own micro-climate with some of the warmest sea temperatures in the UK. The main Bournemouth beach is a short walk from the Town Centre and iconic grade II listed Lower Gardens which are bustling with activity throughout the summer months.
- 1.7. In 2022 Bournemouth was awarded a Travellers Choice award by TripAdvisor cementing its reputation as the destination for holidaymakers from across the UK and amongst the conurbations 400,000 residents.
- 1.8. Every year, the Arts by the Sea Festival brings together large-scale spectacles, diverse music, intriguing installations, dance, street theatre, participatory experiences and much more, in one unique and celebratory event. Originally launched in Bournemouth in 2011, Arts by the Sea is now expanding into Christchurch and Poole, valuing our talented local artists and creatives and providing a variety of opportunities to support their development.

2. Scope

- 2.1. The Council is seeking an Operator to provide a high-quality seasonal beach furniture hire concession between the months of April – September 2024 to 2026 (first year of operation to commence on completion of contract) at various beach locations along the seafront. These locations at Southbourne, Boscombe, Bournemouth, Branksome and Sandbanks have been identified as entry points for most visitors to the beach. As such footfall is extremely high and the concentration of attractions and proximity to local transport routes ensure that there is a constant public presence in the area. All site locations are identified in Appendix 1 and have been allocated a lot number. Potential bidders can bid for individual or multiple lots.
- 2.2. The concession will manage a range of beach furniture for hire including deckchairs, sunbeds and parasols. BCP Council will supply an initial inventory of equipment for each lot as listed in Appendix 1. Any additional provision of equipment on each site supplied through the operator must be discussed and approved with BCP prior to implementation. Detail of additional equipment proposals must be included within the tender submission. All operations must take place within the designated areas highlighted in red within Appendix 1.
- 2.3. All equipment must be stored securely on the beach overnight or removed from site at the operator's expense during the operational period. Detail of how equipment is stored overnight must be submitted within the tender submission. All beach storage must adhere to BCP Council's Planning regulations.
- 2.4. All equipment, described in the initial inventory, will be returned to BCP at the end of each seasonal period for offsite storage. Any missing or damaged equipment will be charged to the operator aside from those items that are deemed unsuitable for use through fair wear and tear.

- 2.5. Any additional equipment purchased by the operator will be stored off site at the operator's expense during the off season.
- 2.6. The length of the contract will be for three years commencing on 1st April 2024
- 2.7. The successful operator will be required to sign a Licence that includes the Council's Terms and Conditions for the Provision of services. A draft of this Licence can be found at Appendix 2. The operator will pay the council's reasonable and proper legal fees associated with the licence
- 2.8. In return for the License, the supplier will pay a sum to the Council in each year for the right to operate the concession and retain the income (the Licence Fee). The supplier will be required to pay the Licence Fee in 3 equal instalments on 1st April, 1st June and 1st August in each year. The Licence Fee will be subject to VAT. Operators are required to bid a sum for annual rent to be paid to the Council in each year of the proposed contract as part of the tender.
- 2.9. The successful operator will:
- Undertake necessary site preparation and adhere to statutory conditions including safety measures.
 - Pay all non-domestic rates taxes and other outgoings in connection with his use and occupation of the Licensed Site that are payable now or which may become payable in the future.

3. Requirements

- 3.1. The Operator shall provide a high-quality beach furniture hire experience, full details of which should be provided as part of the tender response.
- 3.2. Minimum operating hours are 10am to 5pm daily. The maximum operating hours will be 9am to 9pm daily.
- 3.3. The Operator must ensure the concession has the appropriate public/employers liability insurance and risk assessments in place. Evidence of these to be provided as part of the tender response.
- 3.4. The sale of ancillary products or catering is not permitted.
- 3.5. The operator will **not** be required to keep the site open for the carrying on of the Concession during any day when bad weather conditions are so severe that there is likely to be little or no demand for the service being provided.
- 3.6. The Operator must ensure that all equipment is inspected for safety prior to hiring and is liable for any damages or injuries through use of equipment.

- 3.7. There is no power at the site(s) and the Operator shall facilitate the collection of hire charges through their own devices. All hire charges should be reasonable and fair and approved by the council prior to operation.
- 3.8. All equipment must be suitably secured prior to 10pm each night.
- 3.9. Vehicle access to the site is restricted. Ancillary vehicles must be off site by 10am daily. There is no provision for staff parking at the site.
- 3.10. The area around the concession site must be kept tidy and the Operator is responsible for the removal of all litter associated with the operation.
- 3.11. The successful operator(s) must seek to minimise the impact of their activities on the environment. The key points to achieve this are:
- Minimise waste by evaluating operations and ensuring they are as efficient as possible
 - Actively promote recycling both internally and amongst customers
 - Source and promote a product range to minimise the environmental impact of both production and distribution
 - Meet or exceed all the environmental legislation that relates to the business
- 3.12. The operator is responsible for all on-site security. No overnight camping will be permitted at the site
- 3.13. The operator will be responsible for maintaining, repairing and replacing, when necessary, all equipment during the term of the agreement
- 3.14. The operator must produce a suitable marketing/advertising programme to actively promote the services available. All hire charges must be exhibited at the site in a format approved by the council. The operator is required to adhere to all planning regulations to this regard.
- 3.15. The operator must ensure where appropriate, compliance with the Equality Act 2010 and to ensure compliance with the conditions of the Local Planning Authority.
- 3.16. All potential operators will be expected to familiarise themselves with the site prior to submitting their tender
- 3.17. The demised area will need to be flexible to accommodate changes in beach profile due to tidal or weather conditions. Any changes to the demised area to be agreed in writing between the parties.
- 3.18. The Council reserves the right to amend the demised area to accommodate special events on the beach, such event dates to be notified to the operator in writing 14 days in advance of each event.

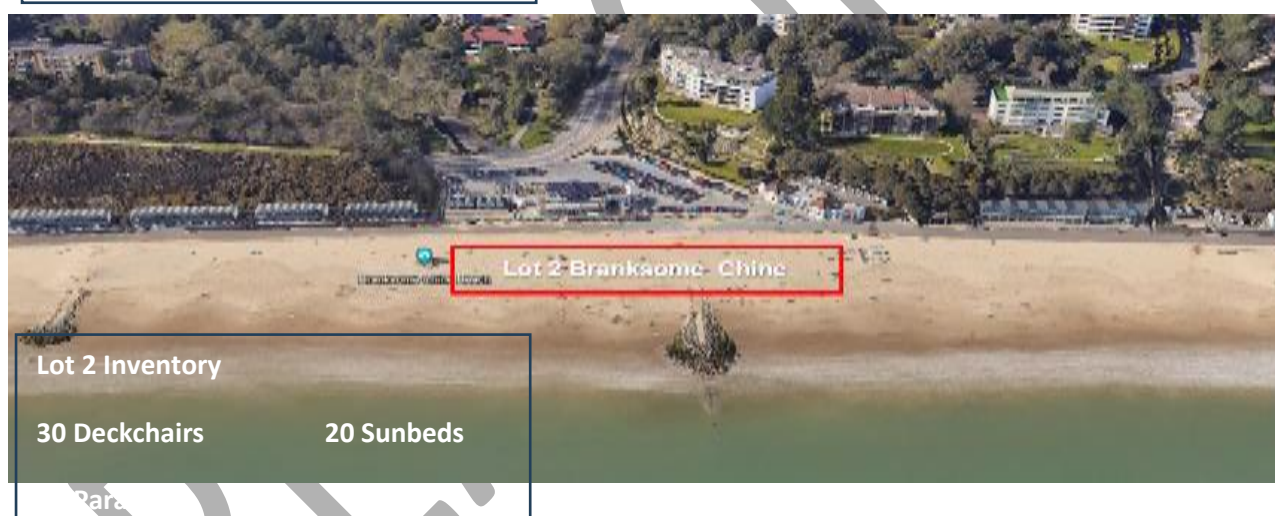
4. Terms of Licence

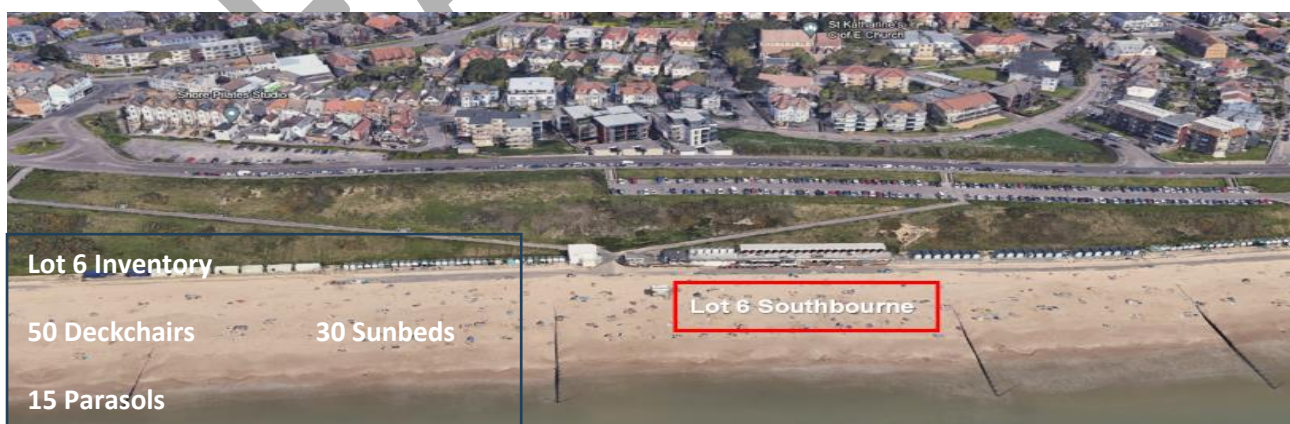
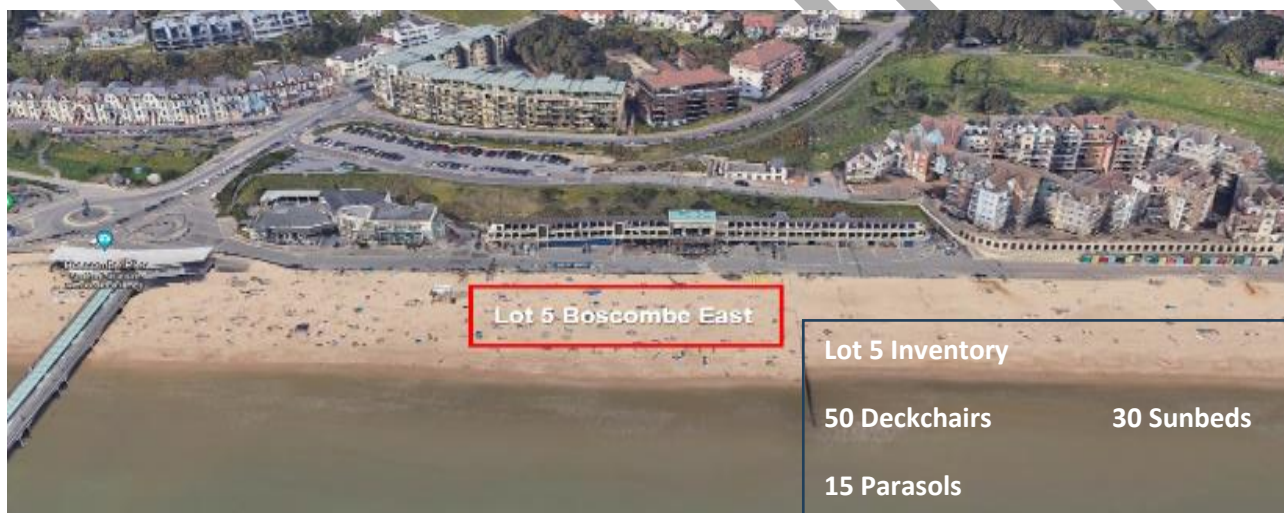
- 4.1. The anticipated commencement date is April 2024
- 4.2. A maximum fixed licence term of 3 years will be offered.
- 4.3. All Licences are granted subject to the supplier agreeing to contract out of the security of tenure provisions of the Landlord and Tenant Act 1954.
- 4.4. The operator will pay a sum to the Council in each year for the right to operate the concession. The Council will issue an invoice to the supplier each year which must be paid in accordance with the terms of the licence.
- 4.5. A draft licence is appended (appendix 2) to the specification. Full terms are included within this licence. The draft licence may be subject to amendment as necessary to reflect the successful tender, the actual design and site.
- 4.6. The operator will pay the council's reasonable and proper legal fees associated with the licence.

5. Insurance

- 5.1. The supplier must provide cover at a level of £10 million Public Liability Insurance and £10 million Employers Liability Insurance.

Appendix 1 : Concession sites and equipment inventory





Appendix 2 : Sample licence

See Appendix 2 - Beach Furniture Licence Draft

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