



SPECIFICATION FOR DOG WASHING CONCESSIONS

COMMERCIAL OPERATIONS

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Version:	v0.02
Date:	March 2024

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1. Introduction

- 1.1. BCP Council's (the 'Council') purpose is to improve the quality of life for the people of Bournemouth, Christchurch and Poole and its visitors. 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.
- 1.2. The Council wants to harness the potential of our coastline and greenspace to make BCP a place where people and businesses want to be. To support this vision, we will create sustainable and contemporary infrastructure that connects our communities, offers choice and encourages people to lead active, healthy lifestyles across our beaches, green spaces and heritage attractions.
- 1.3. We want to build upon a world class coastline and premier Country Parks, prioritising the protection of our natural environment, responding to the climate emergency, and supporting the distinctive identities of our coastline and greenspace, whilst promoting sensitive inward investment, employment, community use, wellbeing, inclusivity, and sustainable tourism.
- 1.4. We are therefore seeking bids from Operators with a proven record of accomplishment in providing a dog wash concession to provide a service that will animate the space and drive footfall to the area from residents and visitors alike.

2. Scope

- 2.1. The scope of this specification includes but not limited to existing dog wash sites at Sandbanks and Upton Country Park (managed by the Council's Commercial Operations Directorate). In addition, the Council may enter into negotiations of leases of additional sites for the purpose of placing and installing any additional dog wash cleaning machine subject to and in accordance with the memorandum of understanding in the form set out in Appendix 6 to this specification (the 'Memorandum of Understanding') and provided that prerequisite permissions are obtained by the concessionaire. Bidders note that any new / additional leases of site(s) would end on and including 31st December 2028 (subject to earlier termination in accordance with the relevant lease of the site concerned).
- 2.2. The Council is seeking an Operator with a proven record of accomplishment in providing a high-quality pay as you go, self-service dog wash cleaning machine with integral digital display screen to supply pay as you go, self-service dog wash cleaning machine at existing dog wash sites at Sandbanks and Upton Country Park.
- 2.3. Sandbanks
 - 2.3.1. The picturesque Sandbanks Beach benefits from spectacular sea views across to the Jurassic Coast and Poole Harbour.

2.3.2. Poole, a vibrant coastal town in Dorset boasts Europe's largest natural harbour, stunning blue flag beaches, a historic old town, and a gateway to the Jurassic Coast. It is a tourist destination that welcomes 3 million visitors per year. Nestled between Bournemouth and the Isle of Purbeck, nearly half a million people live locally making it a haven for business and leisure.

2.3.3. Sandbanks Beach recently received an award for best attraction in the TripAdvisor Travellers Choice Awards 2023.

2.3.4. The site, adjacent to the main car park on Sandbanks Promenade Poole BH13 7QQ is situated in a popular visitor area benefiting from proximity parking. Sandbanks Car Park has 550 spaces, with 5 disabled parking bays. There is also harbourside pay and display parking along Banks Road. The site is adjacent to an award-winning Blue Flag beach that saw more than 160,000 visitors last year. A plan of the site is available at Appendix 4a and 4b to this specification.

2.3.5. Poole's 3½ miles of golden sands and Blue Flag beaches offer clean, clear waters and stunning views. Sandbanks is one of Britain's best beaches and one of the town's main attractions for both tourists and residents; 75% of residents regularly visit the beach. This is an all-year-round destination; development would need to be of a high quality, with a visionary design to complement the sensitive environment.

2.3.6. The supplier will be required to sign a Lease of that site that includes the Council's terms and conditions in the form set out in Appendix 2 to this specification.

2.4. Upton Country Park

2.4.1. Situated to the west of Poole Town Centre, the award-winning Country Park features 160 acres of park and woodland, 2.6km of shoreline, 32 acres of formal gardens and is home to 6 types of natural habitat. With over 2,000 years of history, Upton Country Park has it all.

2.4.2. The site, adjacent to the Welcome Centre at Upton Country Park Poole BH17 7BJ is situated in a popular visitor area benefiting from proximity parking. Attracting over 600 thousand visitors across 364 days a year, the Car Park has 400 spaces, with 5 disabled parking bays. A plan of the site is available at Appendix 5 to this specification.

2.5. The supplier will be required to sign a Lease of that site that includes the Council's Terms and Conditions in the form set out in Appendix 3 to this specification (the 'UCP Lease').

3. General Requirements

- 3.1. The supplier will pay to the Council an annual Base Rent under each of the proposed Leases (the 'Base Rent'). The supplier will be required to pay the Base Rent amounts in 2 equal instalments on 1st April and 1st August in each year. The Base Rent will be subject to VAT. Operators should state the proposed annual rental to be paid to the Council in each year of the proposed Leases as part of the tender return.
- 3.2. The Base Rent amounts will be subject to an RPI increase on the 3rd Anniversary of the term in accordance with the relevant Lease.
- 3.3. In addition, the supplier will be required to pay annual Turnover Rent under the proposed Leases, being 10% of the aggregate of Gross Turnover for the relevant Turnover Period in accordance with the relevant Lease.
- 3.4. The supplier will be required to pay an annual service charge and any VAT in respect of it. In the first year of the term, the service charge will be £260 per annum for the Sandbanks Lease and £260 per annum for the UCP Lease. For subsequent years, the service charge will be subject to an annual RPI increase in accordance with the relevant Lease.
- 3.5. The supplier 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 relevant site that are payable now or which may become payable in the future.
- 3.6. The supplier shall provide a high-quality pay as you go, self-service dog wash cleaning machine with integral digital display screen, full details of which should be provided as part of the tender response.
- 3.7. The supplier is responsible for arranging and making all connections to utilities and drainage at each site.
- 3.8. The supplier is responsible for installing the water separation tank at each site.
- 3.9. The supplier is responsible for ensuring planning permission is obtained for each site.
- 3.10. The supplier is responsible for all repairs and maintenance to the dog wash machine and all services and utilities serving the machine.
- 3.11. The supplier shall ensure any service media within or exclusively serving the dog wash machine, or the water tank are kept in good working order
- 3.12. The supplier shall not display or attach any signs without the consent of the Council, such consent not to be unreasonably withheld.
- 3.13. All cables must be suitably ramped or safely attached at height.

- 3.14. The supplier shall not display any advertisement except for advertisements for dog or other pet related products or site-specific events or activities.
- 3.15. The sale of products or catering will not be permitted.
- 3.16. The area around the pay as you go, self-service dog wash machine must be kept tidy and the supplier is responsible for the removal of all litter associated with the pay as you go, self-service dog wash machine.
- 3.17. The supplier 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
- 3.18. The supplier is responsible for all on-site security.
- 3.19. The supplier will be responsible for cleaning, maintaining, repairing and replacing, when necessary, its own equipment during the term of the relevant Lease.
- 3.20. The supplier will be responsible for ensuring all equipment relating to the operation e.g. dog wash machine, water tank, etc.
- 3.21. The supplier must produce a suitable marketing programme to actively promote the services available.
- 3.22. The supplier must ensure where appropriate, compliance with the Equality Act 2010 and to ensure compliance with the conditions of the Local Planning Authority and Building Regulations
- 3.23. All potential suppliers will be expected to familiarise themselves with the sites prior to submitting their tender.
- 3.24. Bournemouth Christchurch and Poole Council does not recognise the rights of the Showman's Guild when inviting competitive tenders.

4. Terms of Leases

- 4.1. The anticipated commencement date of the Sandbanks Lease and the UCP Lease is 1st May 2024
- 4.2. A maximum lease term of 5 years will be offered to end on and including 30th April 2029 (subject to earlier termination in accordance with the relevant lease).

- 4.3. All Leases are granted subject to the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 being expressly excluded from applying to any tenancy created by each Lease.
- 4.4. The supplier 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 relevant Lease.
- 4.5. The supplier will be required to sign the Memorandum of Understanding and the supplier may negotiate with the Council any additional sites for pay as you go, self-service dog wash concessions in accordance with the Memorandum of Understanding. Any new sites negotiated and agreed with the supplier will be regularized with a separate lease (which shall end on and including 31st December 2028 subject to earlier termination in accordance with that lease) specific to that site in accordance with the Memorandum of Understanding.
- 4.6. The grant of additional leases would be subject to council approval and planning consent.

5. Insurance

- 5.1. The supplier must provide cover at a level of £10 million Public Liability Insurance and £10 million Employers Liability Insurance. Evidence of this to be included in the tender submission.

Appendix 2: Appendix 2 – Lease Dog Washing Concessions (Sandbanks)

See attachment titled “Appendix 2 - Lease Dog Washing Concessions (Sandbanks) v1.00”

Appendix 3: Appendix 3 - Lease Dog Washing Concessions (UCP Park)

See attachment titled “Appendix 3 - Lease Dog Washing Concessions (UCP Park) v1.00”

Appendix 4: Location Plans - Sandbanks

See attachment titled “Appendix 4a - Location Plan -Sandbanks – 4475” & “Appendix 4b - Plan 2-Sandbanks-PS18009-01 RevC”

Appendix 5: Location Plans – Upton Country Park

See attachment titled “Appendix 5 - Plan 1 and Plan 2 Land near UCP Welcome Centre”

Appendix 6: Memorandum of Understanding (MOU)

See attachment titled “Appendix 6 - Memorandum of Understanding (MOU) v1.00”

Appendix B: Draft Template Lease of Additional Sites

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