

## **PROPERTY SERVICES**

### **Informal Tender**

### **Barrowfields Event site** **Narrowcliff, Newquay**

**CLOSING DATE AND TIME: mid-day Friday 14<sup>th</sup> March 2014**

**CONTACT:**

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# **Barrowfields Event site** **Narrowcliff, Newquay**

## **Informal Tender Application**

You need to ensure that any queries you have regarding the Informal Tender Application are resolved PRIOR TO YOU SUBMITTING YOUR TENDER. It is important to note that Cornwall Council cannot give you professional or legal advice and therefore Cornwall Council advises that you seek independent professional and/or legal advice before completing the informal tender.

### **Draft Heads of Terms**

<b>Landlord</b>	<p>The Cornwall Council, New County Hall, Treyew Road, Truro, TR1 3AY</p> <p>Contact and agent: ROBERT SMITH 3<sup>RD</sup> FLOOR PYDAR HOUSE PYDAR STREET TRURO CORNWALL TR1 1EA</p> <p>Tel: 01209 616993 Email: <a href="mailto:rsmith2@cornwall.gov.uk">rsmith2@cornwall.gov.uk</a></p>
<b>Landlord's Solicitor</b>	<p>County Legal Services Cornwall Council New County Hall Treyew Road Truro TR1 3AY</p> <p>Jayne Broadway 01872 322127 <a href="mailto:jbroadway@cornwall.gov.uk">jbroadway@cornwall.gov.uk</a></p>
<b>Term</b>	5 years
<b>Rent</b>	Rent will be paid by 2 equal half yearly payments in advance on 1 <sup>st</sup> April and 1 <sup>st</sup> October in each year.
<b>Reinstatement</b>	At the end of every event the tenant must reinstate the turf, fences, paths and all other areas of the site to the state and condition they were in immediately before the event.
<b>Break Clause</b>	Either party can terminate this agreement at the end of the first year upon giving 3 months written notice.
<b>Repairs and Maintenance</b>	The Tenant will be responsible for maintaining and managing the site during the period of any Event.

<b>Alterations</b>	The Tenant will not alter the Property, nor do anything, or carry out any operations of any kind without first obtaining prior written consent of Cornwall Council.
<b>Insurance</b>	The Tenant is responsible for public liability insurance to a minimum level of £5m and all other insurances necessary for the use of the Property for the purpose of the Event..
<b>Security of Tenure</b>	The Security of Tenure provisions of the Landlord and Tenant Act (1954) will be excluded.
<b>Alienation</b>	The Tenant cannot sublet, charge or share possession of the whole of the Property or this Agreement
<b>Grounds Management</b>	Tenant is responsible for cutting the grass, removing clippings immediately prior to all events. The tenant will be responsible for providing suitable rubbish containers for each event, and removing all rubbish and containers from site within 48 hours from the end of each event.
<b>Rates and Utilities</b>	Tenant is responsible for the payment of all rates, utilities and costs of whatever nature assessed against the property and relating to occupation or use of the property by the tenant.
<b>Legal &amp; Surveyor's Costs</b>	Tenant is responsible for the Landlord's legal costs of preparing the Agreement, and Surveyor's costs in dealing with the matter.
<b>Conditions</b>	The lease is subject to receipt by the landlord of satisfactory references and a satisfactory credit check, the costs of which must be borne by the Tenant.
<b>General</b>	<ol style="list-style-type: none"> <li>1. The Tenant is responsible for obtaining all the necessary permissions for its use of the property (including, but not limited to, planning permission) and for complying with the conditions that the permissions impose.</li> <li>2. The tenant must obtain the Landlord's written approval to all plans at least 2 months prior to the proposed date of an event before submitting any documentation necessary for obtaining the relevant permissions.</li> <li>3. The Tenant is responsible for complying with all legislation relating to the use of the property and must supply to the Landlord a copy of all documentation showing its compliance within 7 days of the Landlord requesting it.</li> <li>4. The Tenant must supply a completed Event Notification form to Event Planning Co-ordinator, Cornwall Development Company at least 2 months prior to the event (an event of up to 5,000 people requires 3 months Notice). A Public</li> </ol>

	<p>Liability Ins Cert, a Risk Assessment and relevant safety certificates will be required</p> <ol style="list-style-type: none"><li>5. The Tenant will be expected to respect the local community and ensure that appropriate measures are put in place to contain/reduce noise and inconvenience.</li><li>6. The Tenant must not use the property for any illegal or immoral use.</li><li>7. The Tenant acknowledges Barrowfields is a public open space and must comply with all reasonable requests from Cornwall Council Environment Department who manage the area on behalf of the public.</li><li>8. The Tenant agrees not to disturb the Tumulus , or barrow, on the site. It is a Scheduled Ancient Monument.</li></ol>
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## Section C: Tender form

You need to complete both copies of the tender form.

<b>Tenant(s) – Insert the details of all individuals to be named as tenants in the lease. There can be a maximum of 3 individuals. This form of lease is not intended to be granted to a charity or company.</b>	<b>Applicant 1</b> Surname: ..... First names: ..... Address: ..... ..... ..... Post code: .....
	<b>Applicant 2</b> Surname: ..... First names: ..... Address: ..... ..... ..... Post code: .....
	<b>Applicant 3</b> Surname: ..... First names: ..... Address: ..... ..... ..... Post code: .....

<b>Use</b>	..... .....
<b>Rent</b>	Year 1: £..... (in figures) ..... ..... (in words) Year 2: £..... (in figures) ..... ..... (in words) Year 3: £..... (in figures) ..... ..... (in words)  OR ____% age of ticket sales will be paid to Landlords in respect of each and every event
<b>Advert</b>	Please tick to show where you found out about this tender: Cornishman ..... West Briton ..... Cornwall Council's website ..... Other ..... Please specify .....
<b>Agent's Details</b>	Tick here if you do not wish to appoint an Agent ..... Name: ..... Address: ..... ..... ..... Postcode: .....

	<p>Tel : .....</p> <p>Mobile: .....</p> <p>Email: .....</p>
<p><b>Solicitor's Details</b></p>	<p>Tick here if you do not wish to appoint a Solicitor .....</p> <p>Name: .....</p> <p>Address: .....</p> <p>.....</p> <p>..... Postcode: .....</p> <p>Tel : .....</p> <p>Mobile: .....</p> <p>Email: .....</p>
<p><b>References</b></p>	<p>Please supply 2 referees for the Council to contact to obtain references.</p> <p>Name: .....</p> <p>Address: .....</p> <p>.....</p> <p>..... Postcode: .....</p> <p>Tel : .....</p> <p>Mobile: .....</p> <p>Email: .....</p> <p>Name: .....</p> <p>Address: .....</p> <p>.....</p> <p>..... Postcode: .....</p>

Tel : .....

Mobile: .....

Email: .....

The Council will undertake a credit check on all individuals named in the lease. Therefore all individuals named in the tenants section above need to complete and sign the following to authorise the Council to undertake a credit check.

Name: .....

Date of Birth .....

Number of years living at present address: .....

Previous address if answer is less than 1 year:

Address: .....

.....

..... Postcode: .....

Signature: .....

Date: .....

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Date of Birth  
.....

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Previous address if answer is less than 1 year:

Address: .....

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..... Postcode: .....

Signature: .....

Date: .....





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I, the undersigned, confirm the following on behalf of all those mentioned above:

- (a) I/we have carried out a full inspection of the property and this offer is made with my full knowledge of the state and condition of repair of the same.
- (b) I/we have not relied upon any verbal statement given by any officer or member of the Council in the submission of this bid.
- (c) I/we have not entered into an arrangement with any other person that they shall refrain from bidding or as to the amount of any bid to be submitted.
- (d) I/we have not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person in relation to this bid.
- (e) The Council is not obliged to accept the highest nor any bid received.
- (f) My/our bid will not be considered if it arrives after the deadline, is incomplete, the envelope has marks other than the postal marks on and/or I/we submit my bid in any other envelope and/or I/we have written additional comments on the form.
- (g) I/we have read all of the 'Informal Tender Application' and confirm that if my tender is successful I agree to sign a lease under the standard heads of terms in Section B and those I/we have submitted in Section C.
- (h) My/our tender will not be considered if I fail to include a business plan.
- (i) I/we understand my tender will be assessed on the following matrix:

Rent bid at tender:	50%
How the premises will be used:	25%
Financial strength of tenant:	25%

Name .....

Address: .....

.....

..... Postcode: .....

Tel: ..... Mobile: .....

Email: .....

Signature: ..... Date: .....

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Name .....

Address: .....

.....

..... Postcode: .....

Tel: ..... Mobile: .....

Email: .....

Signature: ..... Date: .....

## SECTION D: the area to be demised

The area to be leased is outlined in red on the plan. Note the 'Tumulus' which intrudes into the site – this is one of a number of Historic Scheduled Monuments, none of which can be disturbed in any way.

