

Café Operator Headline Terms

1. The Council proposes to put in place a 9-year Concession Agreement capable of being terminated by the Council at the end of years 1, 3 and 6 with an operator of the café premises at The Coach House Penzance. Any further extensions beyond 9 years would be negotiated in years 7-9.
2. The concession agreement will create a licence to occupy the premises. This will be contracted out of the Landlord and Tenant Act 1954.
3. A proposed stepped percentage of the café turnover will be payable to the Council on the following terms, e.g.:
 - A fee of 10% of the gross first £100,000 of the annual turnover
 - A fee of 12.5% in respect of the gross turnover between £100,001 to £200,000
 - A fee of 15% in respect of the turnover above £200,000

The minimum annual payment is £20,000. The fee is payable quarterly in arrears.

4. The concession is personal to the contracted operator and cannot be transferred or “sub-licensed” to any other party.
5. The Operator is to be responsible for repairing and maintaining the interior of the premises and complying with all statutory and regulatory requirements. The Operator is to repair or replace any items of damage it causes.
6. The Operator will be responsible for all outgoings on the space.
7. Alterations to the space are not permitted without the consent of the Council.
8. The permitted use is as a café. Private events are permitted in the space with the prior consent of the Council subject to the Operator obtaining any necessary licensing.
9. The Concessionaire will be permitted to operate from the Coach House building and its terrace. Toilet facilities must be available for customers and must be maintained by the concessionaire.
10. The Council will provide the equipment as set out in schedule 1 of this document:
11. The Operator will require the consent of the Council for use of any branding.
12. The Council will have the right to terminate the Agreement for breach by the Operator
13. Guideline operating hours would be 8am-5pm, October – April; 8am-8pm May - September. As a new operation, operating hours will be reviewed with the operator after a period of 6 months to ensure suitability.

Hours of opening will be negotiable out of high season (Peak times are typically between April (Easter period) and September.
14. The Operator will maintain valid Public (including Product) liability insurance to the value of £5,000,000 and Employer’s Liability Insurance to the value of £5,000,000
15. These headline terms are not a legally binding offer or an agreement and remain subject to a full Operators Agreement being provided.

Schedule 1: Items to be provided for by the Council

Bench seating, tables, seating and stools to seat 60 covers indoors. External furniture to seat 60 covers on a dedicated terrace

Refrigerated back bar cabinet

Undercounter refrigerator

L-shaped servery

L-shaped servery w. hot cupboard

Microwave over

Wall style ventilation canopy

Fire suppression system

Electric counter unit griddle

Electric single basket counter unit frier

Floor model induction range

Electric combi over

Wall bench

Wall shelf

Undercounter refrigerator

Slim bin

Hand wash basin

Fly killer

L-shaped wall bench

Wall shelf

Undercounter refrigerator

Wall shelf

Planetary mixer

Wire shelving unit

65l mobile ingredient bin

Upright reach in freezer

Upright reach in refrigerator

Wire shelving unit

Undercounter dishwasher

Dishwash table

Slim bin

Drain dosing system

Undercounter refrigerator

Infil bench

Espresso machine

Coffee grinder

Any other items are to be provided by the Operator.